



WROUGHTON PARISH COUNCIL

TREE MAINTENANCE - ITT

01 APRIL 2024 - 31 MARCH 2025

Opening Date: 26 February 2024

End Date: 5 April 2024

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1 Invitation to Tender

Wroughton Parish Council is committed to providing a high standard when maintaining local open spaces and sports fields. Further to your expression of interest please find the relevant details in the form. Maps of the areas have been included for your reference but you are strongly advised to visit each site prior to submitting your quote.

The Contractor will liaise with the Deputy Clerk.

Within the document is the specification for each of the areas at Appendix A. Please provide the costs (ex VAT) associated with required items.

Depending on quotes received the final contract offer may be amended.

The Parish Council is not obliged to accept the lowest offer. For full details on the council procedure please refer to section 2 of the document (Tender Process).

Please ensure the completed form is sent to the below address by **5pm** on the **10th April 2024**. Ensure the envelope clearly states "Tender for Tree Works Contract" so all tenders can be opened after the closing date.

**Deputy Clerk
Wroughton Parish Council
Ellendune Community Centre
Barrett Way
Wroughton
Swindon
SN4 9LW**

If you have any questions or would like to arrange a site visit with a member of staff then please contact deputyclerk@wroughton.gov.uk

2 Tender Process

Wroughton Parish Council Financial Controls and Procurement. WPC Standing Orders (Page 17 – 19)

- a The council shall consider and approve financial regulations drawn up by the Responsible Financial Officer, which shall include detailed arrangements in respect of the following:
 - i. the keeping of accounting records and systems of internal controls;
 - ii. the assessment and management of financial risks faced by the council;
 - iii. the work of the independent internal auditor in accordance with proper practices and the receipt of regular reports from the internal auditor, which shall be required at least annually;
 - iv. the inspection and copying by councillors and local electors of the council's accounts and/or orders of payments; and
 - v. procurement policies (subject to standing order 18(c) below) including the setting of values for different procedures where a contract has an estimated value of less than £25,000.
- b Financial regulations shall be reviewed regularly and at least annually for fitness of purpose.
- c Financial regulations shall confirm that a proposed contract for the supply of goods, materials, services and the execution of works with an estimated value in excess of £25,000 shall be procured on the basis of a formal tender as summarised in standing order 18(d) below.
- d Subject to additional requirements in the financial regulations of the council, the tender process for contracts for the supply of goods, materials, services or the execution of works shall include, as a minimum, the following steps:
 - i. a specification for the goods, materials, services or the execution of works shall be drawn up;
 - ii. an invitation to tender shall be drawn up to confirm (i) the council's specification (ii) the time, date and address for the submission of tenders (iii) the date of the council's written response to the tender and (iv) the prohibition on prospective Contractors contacting councillors or staff to encourage or support their tender outside the prescribed process. The Clerk must ensure that Articles 109 to 114 of the Public Contracts Regulations 2015 are complied with;
 - iii. the invitation to tender shall be advertised on the Government Contract Finders website and in any other manner that is appropriate unless Paragraph 110 (5)(b) of the Public Contracts Regulations are invoked, in which case the reason for not advertising will be contained in the body of the resolution of the Council;
 - iv. tenders are to be submitted in writing addressed to the Proper Officer;
 - v. tenders shall be opened by the Proper Officer in the presence of at least one councillor after the deadline for submission of tenders has passed;
 - vi. tenders are to be reported to and considered by the appropriate meeting of the council or a committee or sub-committee with delegated responsibility.
- e Neither the council, nor a committee or a sub-committee with delegated responsibility for considering tenders, is bound to accept the lowest value tender.
- f Where the value of a contract is likely to exceed £172,514 (or other threshold specified by the Office of Government Commerce from time to time) the council must consider whether the Public Contracts Regulations 2015/102 and the Utilities Contracts Regulations 2006 (SI No. 6, as amended) apply to the contract and, if either of those Regulations apply, the council must comply with EU procurement rules.

3 Contract Conditions

Extent of Work - The work comprises the provision of tree maintenance works for Wroughton Parish Council (WPC), following Bawdens 2022 Tree Survey, on trees for which WPC is responsible. The work advised to be carried out as urgent was completed shortly after the survey was received. The work which was advised by the survey to be carried out within 3 months is in the process of being completed. All other works advised by that survey to be carried out are the subject of this tender.

The trees are on land which might be adjacent to or overhanging highways, housing or other buildings and footpaths, or in public open space, etc. The work is to try to ensure as far as possible that the trees remain safe and healthy.

All tree work carried out must be in accordance with the WPC's Tree Works Specification, and in accordance with British Standard 3998:2010 Recommendations for Tree Work [BS3998].

The Contractor must provide all relevant tools, equipment (including warning signs & cones / spills kits / PPE / 1st aid kits etc.

Machinery and Equipment - The Contractor must provide a high standard when maintaining the grounds. The machinery and equipment must be safe, conform to all relevant standards and be used by trained and competent persons.

Additional Installations/Removals – There will be a fair operating on Maunsell Way Field from 1st-4th August, with set up and take down a few days prior to and following those dates. In addition, WPC may any time add or remove installations on the open spaces. Unless there is a significant alteration the contract price will not change.

Contract Duration – The contract commences on **22 APRIL 2024** and will be subject to a review if performance is not acceptable.

Termination – Either party may, without reason, terminate the contact giving a minimum of one week's notice.

Insurance - The Contractor is required to have and evidence a minimum of £10,000,000 public liability insurance. A current Certificate of Insurance to this effect must be produced and the supporting policy wording, to the Officer prior to commencement of the contract and annually thereafter. The Contractor shall indemnify the Council against any claim or proceedings for any injury or damage to any property or 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. Any damage caused to any property during the performance of this contract must be reported to the Officer immediately and any costs involved to rectify the damage will be the responsibility of the Contractor

Payment Terms - The Contractor will issue an invoice before the 10th of the following month which will be paid on/or around the 25th of the month. Bank details must be provided on invoice. Invoices submitted late will be paid the following month.

Health & Safety – The Contractor must ensure the employees are sufficiently trained and competent, and comply with all relevant Health & Safety legislation including:

- All aerial work to comply with the Work at Height Regulations 2005 (following industry best practice guidance)
- All climbing and rigging equipment must be covered by a current independent certificate of thorough examination as required by the Lifting Operations and Lifting Equipment Regulations LOLER 1998 regulations
- The Contractor to draw up and have ready an Emergency Action Plan relevant to each site prior to operational commencement
- The Contractor to draw up, communicate and implement a written Risk Assessment for each work situation.
- Plan, organise and work in accordance with all the relevant AFAG/FISA/Arboricultural Association/HSE/UK Standards (including Forest and Water Guidelines)
- Always have at least 2 operators increased to 3 for aerial work on site including a ground-based qualified, competent and equipped aerial rescuer during aerial work.

Risk Assessments, Emergency Actions Plans and CoSHH will need to be submitted to the Deputy Clerk prior to the commencement of the contract.

A pollution control kit should be maintained suitable for the control of any spillage.

Qualifications - Use of chainsaws: Chainsaw operators working on WPC Land must be in possession of either, a current Certificate(s) of Competence issued by an approved awarding body or the current equivalent units or qualifications within a recognised National Vocational Qualification.

Operators to have received training in, and hold relevant qualifications, or equivalent, covering the following work types:

- Chainsaw Maintenance and Crosscutting
- Fell Trees <15'
- Fell Trees >15'
- Climb Trees and Perform Aerial Rescue
- Chainsaw Use From a Rope and Harness
- Tree Pruning Operations
- Tree Dismantling Operations
- Use of Mobile Elevated Work Platforms
- Use of Stump Grinders
- Use of Brushwood Chippers
- Traffic management as appropriate for the relevant local authority
- Emergency First Aid at Work training (to HSE standard), to include the Forestry context. (Note that at least two first aid trained members of staff must be on site at all times).

Note: You must provide documentary evidence establishing your eligibility to tender. If your quotation does not meet these requirements, we reserve the right to reject it completely.

Key holder – Keys will be issued to the Contractor for site access where required. The keys will be signed out at WPC offices for each area as and when the contractor moves from one area to the next, and will be signed in as and when each area is completed. If a replacement key is required during the contract, or if damage is caused to any padlocks or bollards, then WPC will replace the damaged items and the Contractor will be responsible for reimbursing WPC immediately on presentation of an invoice.

Notes

- The prices to be included in the Tender are to be the full inclusive value of the work described and must be **ex VAT**.
- A price shall be inserted against each item on the Tender for each element of the contract. This will also apply if it becomes apparent that additional work is required for safety reasons, and that work is not specified within the contract as it has arisen since the survey was carried out in 2022.
- No alteration to the text of the Tender is to be made by the Contractor tendering. Any amendment could invalidate the form.
- Regular inspections will be carried out by the WPC's Grounds Team throughout the period of the Contract to ensure the work is completed to a high standard and in accordance with this document.
- Invoices presented for payment must include a schedule of the works completed including the date(s) of the work.
- Contractors are asked to contact the Deputy Clerk if any clarification is required.

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4 Specification of Work

1. The works will be carried out during bird nesting season. Prior to carrying out any work, the contractor will check for any nesting birds or protected species. Damage to any nesting bird or burrowing animal is unacceptable and may be illegal. The contractor will take every care that all work complies with the Wildlife and Countryside Act 1981; and Conservation of Habitats and Species Regulations 2010 (as amended). In particular, operators must be familiar with potential bat habitats / signs of bat activity. On discovery of a suspected bat roost which may be affected by tree safety works the Contractor must stop work and report the roost sites to the Deputy Clerk and not commence works until permission is granted to proceed.
2. Prior to carrying out work on any tree, the contractor will check whether any area needs to be cordoned off to ensure there is no risk to members of the public whilst works are being carried out.
3. The Contractor will at all times during the period of the Contract, ensure that all machinery and tools are sharp and properly set, so as to produce a clean cut. Any damage or cuts which are not to the approval of the WPC from such lack of maintenance will be made good by the Contractor at their own expense and to WPC's satisfaction.
4. The Contractor will at all times during the period of the contract ensure that machines are properly guarded and maintained so as to present no danger to the operator, surrounding structures, vehicles, any person or animal in the vicinity of operations. The Contractor will provide their staff with all safety equipment required, (including boots, protective goggles/ glasses. harnesses, reflective vests etc.), and will ensure that staff use these at all times they are engaged in work for WPC.
5. Unless otherwise instructed, the Contractor must stump grind where possible, or if not possible leave stumps as close to ground level as possible.
6. Where possible, the Contractor will complete one area before moving onto the next. Immediately after carrying out work, the Contractor will ensure, that where possible, all twigs, branches, ivy and other arisings are chipped and removed so as not to cause an obstruction or a hazard. Anything too large to be chipped must be removed from site and disposed of by the Contractor. All work must be carried out so as to minimise as far as reasonably possible, any risk of injury to any member of the public or animal, and to reduce the risk of damage to any vehicle, building or structure.
7. Biosecurity: As part of precaution against transferring various diseases from one plantation to another, there may be a requirement to disinfect equipment especially chainsaws and handsaws before use, after use, before moving to a new site and again at the end of each working day.
8. The Contractor must stop works if the weather conditions make work unsafe. If work is paused before the work to any one tree has been completed, the Contractor must ensure that the tree is left in a stable and safe condition.
9. Should the Contractor cause damage to other trees or shrubs whilst working, the Contractor will at their own expense ensure the tree or shrub is safe and healthy and aesthetically pleasing, which will be to WPC's satisfaction.

10. All persons operating any machinery on behalf of the Contractor must be appropriately trained, and WPC reserves the right to ask the Contractor to provide adequate proof that their operators are well trained, compliant with Health and Safety legislation and competent in their operating methods.

11. The Contractor shall work within appropriate day light hours between 9am - 3pm, so as to minimise as far as possible working close to footpaths, pavements and in public open spaces whilst children are likely to be walking to and from school. If the Contractor considers that it is necessary from a safety point of view to work beyond those hours, they must inform the Deputy Clerk in writing (email is sufficient) and seek written approval to continue.

12. If site access is restricted the Contractor shall inform the Council.

13. Wharf Road public toilets are located within a 5 minute drive from all locations and accessible between 8am - 3pm. Toilets are also available at the Ellendune Community Centre when the Centre is open.

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5 Details of the work to be carried out

Please refer to the list attached as Appendix A. This list has been extracted from the works advised in Bawdens Tree Survey 2022.

Please refer to the maps of each area which identifies each tree attached as Appendix B. These maps are taken from Bawdens Tree Survey 2022.

A full copy of Bawdens Tree Survey from 2022 can be made available on request by emailing the Deputy Clerk.

Please identify any restrictions or constraints in the box below:

Site notes	

11 Contractor Details

Name:		
Company Name:		
Company Address:		
Contact Name:		
Contact Number:		
Contact E-mail		
Website:		
Registered Office Address if different from above		
Company Registration Number		
Public Liability Insurance limit:	£	
Minimum limit per claim:	£	
Employer's Liability Insurance Limit:	£	
Minimum limit per claim:	£	
Please state whether there is any potential conflict of interest in relation to this contract, for example if any of those involved with the contract share private interests with anyone within WPC. Eg: membership of societies or clubs & other organisations, and family.		
Reference 1	Contact/Organisation	
Reference Contact	Phone	E-mail
Reference 1	Contact/Organisation	
Reference Contact	Phone	E-mail

Other Relevant Information (staff size, machinery availability, specific contract manager, local authority experience)	
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I/We agree to complete the work in accordance with the Invitation to Tender, Standard Contract Terms, Specification of Works, Schedule of Works and location plans.

I/We understand that Wroughton Parish Council is not bound to accept the lowest or any Tender or part thereof and that the Council will not be responsible for any expense incurred in preparing this Tender.

I/We agree to not discuss the Tender cost with council officers or councillors.

Signed Date.....

Position

May 2024	June 2024	July 2024