****

**HUGHENDEN PARISH COUNCIL**

**INVITATION TO TENDER**

**HEDGE AND FIELD MAINTENANCE; 2023-24**

****

**Contents for Invitation to Tender**

 **Page**

1. **Summary Instructions** 4
2. **Preamble** 4

2.1 Introduction 4

2.2 Overview of Hughenden Parish Council 4

2.3 Grounds Maintenance Background & Objectives 4

1. **General Information** 6

3.1 Supervising Officer 6

3.2 Budget 6

3.3 Payment 6

3.4 Duration of Contract Term 6

3.5 Extension Periods 6

1. **Site Details** 7

4.1 *Site Information and Plans* 7

*4.1.1* *Little Burnham Meadow* 7

*4.1.2 Vincent’s Meadow* 7

*4.1.3 Allotments* 7

*4.1.4 Amenity Grassland* 8

*4.1.5 Miscellaneous sites* 8

*4.1.7 Urban Grass-Verge Maintenance* 8

4.2 Site Plans 8

4.3 Site Visits 8

1. **Evaluation of Tender Offers** 9
	1. Evaluation of Tenders 9
	2. Evaluation Criteria 9

5.3 Evaluation Selection Criterion andWeightings 9

*5.3.1 Value for money* 9

*5.3.2 Experience* 9

*5.3.3 Quality of Service* 9

*5.3.4 Environmental Policies* 9

*5.3.5 Locality* 9

1. **Invitation to Tender Process** 12
	1. Indicative Timetable for Tenders and Schedule 12

6.2 Instructions for Tendering 12

6.3 Enquiries 12

6.4 Clarification Requests 13

1. **Instructions for Completion** 14
	1. Cost Submission and Pricing Form 14
	2. Pricing for Additional Services 14
	3. Variations and Additions 14
	4. Pre-Qualification Questionnaire (PQQ) 15
	5. Form of Tender 15
	6. Checklist of Documents 15
	7. Submission of Tenders and supporting documentation 15
	8. Further Information 16
	9. Acceptance of Offers 16
	10. Award of Contract 16

1. **Specification** 17

8.1. Specification (Requirement) Standards 17

8.2. Schedule of Works 20

1. **Terms and Conditions** 22
2. **Definitions (of terms used in ITT)** 31
3. **List of Appendices** (see links on Parish Council website for separate attached documents)

Section A: Site Plans and Maps

Section B: Pre-Qualification Questionnaire (to be completed and returned)

Section C: Cost Submission Form (to be completed and returned)

Section D: Form of Tender (to be completed and returned)

Section E: Checklist of Documents (to be completed and returned)

Covering Letter

**Invitation To Tender Brief (ITT)**

1. **Summary Instructions and ITT Timetable**

|  |  |
| --- | --- |
|  **Item** | **Contract Details** |
| Invitation to Tender (ITT) | Hughenden Parish Council is carrying out this procurement process for the provision of a Hedge and Field Maintenance service contract |
| Contract Duration: |  2nd June – 31st March 2024 |
| Procuring Officer: | Any queries must be addressed to the Parish Clerk.  |
| Date/time for Tender return: | 30th May 2023; by 12.00 noon  |
| Notification of result of Tender evaluation |  2nd June 2023 |
| Contract Commencement |  5th June 2023 |

1. **ITT Preamble**

**2.1 Introduction**

Hughenden Parish Council is seeking to award a one-year Hedge and Field Maintenance contract for much of the landholdings it manages. The Invitation to Tender is being procured under the Parish Council’s open tender process; in line with the 2015 *Public Contracts Regulations*.

This document provides applicants wishing to tender for the grounds maintenance contract with the requirements, standards and conditions under which the procurement will be operated.

**2.2 Overview of Hughenden Parish Council**

Operating as a third tier of local authority, the Parish Council provides local services (in conjunction with unitary principal authority Buckinghamshire Council). The Parish Council represents local interests; making decisions on behalf of parishioners, delivering services to meet local needs and ensuring the well-being of the community.

**2.3 Grounds Maintenance; Background & Objectives**

The purpose of the tendered contract is to deliver a high-quality hedge and field maintenance service for Hughenden Parish Council’s public open spaces.

The Parish Council currently manages five Grounds Maintenance contracts. From 2023 it will reduce this to two by developing a combined contract General Ground Maintenance for amenity sites to merge the following contracts;

* General Maintenance
* Grounds Maintenance
* Devolved Services Maintenance
* Garden of Rest Maintenance

Management of countryside sites (Hedge and Field) is being retained as a separate contract.

The Parish Council puts great value in the day-to-day management of these open spaces as a resource that all residents can enjoy. Green Spaces are a vital part of the community infrastructure; contributing in a variety of ways to the health and well-being of all that use them or enjoy their visual amenity.

The *Tender Specification* (provides the necessary details and standards required to achieve the Parish Council’s maintenance standards. The *Terms and Conditions* outlines essential work pre-requisites; such as requirements, health & safety preconditions and necessary qualifications.

Value for money is essential for any local authority that is spending public money; and it will be a key attribute in determining the successful applicant for this tender.

Another important element of the tender will be provision of social value, which is based on supporting ethical criteria wherever possible. For instance, the Parish Council will favour the opportunity to use companies or contractors that can put money back into the area by providing opportunities for local employment. It is also imperative the successful applicant shows a commitment to satisfactory employment conditions and pays its staff a real living wage.

Establishing strong environmental standards and benefits are other key elements of supporting social values. Consequently, a strong focus on reducing the carbon footprint of the Parish Council’s own Hedge and Field Maintenance operations will be essential.

Likewise, maintenance that supports the council’s commitment to addressing the ecological emergency is an increasing focus of its grounds management requirements. Where possible, any suitable opportunity to enhance biodiversity and wildlife habitats should be identified and adopted.

1. **General** **Tender Information**

**3.1 Supervising Officer**

The main supervising officer will be the Parish Clerk.

**3.2 Budget**

As a guide, the estimated cost to the Parish Council for this contract will be approximately £12,000.00 per year. This available budget is exclusive of all costs and VAT.

**3.3 Payment**

Payment will be made monthly to the contractor on satisfactory completion of works and following receipt and verification of an invoice by the Council. Invoices should be produced monthly by the last day of the month and clearly state the agreed, scheduled payment or the cost of each individual job carried out over that period. Payment will be made by BACs.

In accordance with the 2015 *Public Procurement Contract Regulations*, the Council will pay all valid and undisputed invoices no later than 30 days from the date on which the invoice was received.

**3.4 Duration of Contract** [**Term**](#_bookmark4)

The Hedge and Field Maintenance contract is for a 10-month period and will commence on 5th June 2023 and proceed until the 31st of March 2024, subject to satisfactory performance.

**3.5 Extension Periods**

There is a variable-option to extend for a further two years (1 year; *+1* year and *+1* year) at the discretion of the Council and by mutual agreement of both parties.

If agreed, these two extension period options might extend for 2 x 12 months from; -

* 1st April 2024 – 31st March 2025
* 1st April 2025 – 31st March 2026

The extension notice period would be expressed working back from the then current end date.

1. **Site Details**

**4.1 Site Information**

Hedge cutting is required at a number of public open-space sites across the parish (see location maps. Appendix. Section C). An annual cut of grass is also required at Little Burnham Meadow and Vincent’s Meadow.

All sites are public open spaces and members of the public may be present on site.

**4.1.1 Little Burnham Meadow**

The site comprises of an L-shaped meadow that lies on the southern edge of Hughenden Valley, just to the south of the playing fields and village hall. This 1.28ha field of chalk grassland was designated as a Local Wildlife Site in 2019 by Buckinghamshire & Milton Keynes Natural Environment Partnership.

Ideally the site should be managed as a pasture, but in the absence of grazing, the site will be cut as a meadow. This will involve cutting the site in September or early October.

**4.1.2 Vincent’s Meadow**

This site is located off Downley Road at Naphill and is likely a remnant of the open grassland and wood-pasture than formerly characterised the adjoining Naphill Common. The grassland has some residual biodiversity interest, but the mature trees retain most wildlife value.

Pathways are cut through the grassland and the adjacent Vincent’s Pond also requires hedgecutting.

**4.1.3 Allotments**

The Parish Council manages eight allotment sites. All of these require some hedge-cutting, including: -

* Red Lion Allotment, Common Road, Great Kingshill
* Cryers Hill Allotment, Cryers Hill Lane
* Windmill Lane Allotment, Widmer End
* Primrose Hill Allotment Widmer End
* Hughenden Valley Allotment, Whitfield Road, Hughenden Valley
* Louches Lane Allotment, Naphill
* Walters Ash Allotment, Main Road, Walters Ash
* North Dean Allotment

**4.1.4 Amenity Grassland**

There are two amenity fields in the parish requiring hedge-cutting;

* Primrose Hill Amenity Area, Widmer End
* The former Common Road Allotments, Great Kingshill

**4.1.5 Miscellaneous sites**

A number of varied locations in the parish requiring hedge-cutting;

* Great Kingshill Common
* Widmer End, Access to Cockshoot Wood & Four Ashes Field
* Naphill Utility Station
* Warrendene Road/Bramley End road island

**4.2. Site Plans**

Plans and maps of all areas (see Appendix Section C: Site Plans and Maps) have been included for reference. This includes maps from Buckinghamshire Council.

**4.3 Site Visits**

The applicant is strongly advised to make necessary site-visits prior to completing an offer to ensure knowledge of the locations involved. This includes assessing relevant conditions or features and gaining familiarity with access arrangements and detailed measurements. Such due diligence is reasonably expected in submitting a tender of this scale.

**5. Evaluation of Tender Offers**

**5.1 Evaluation of Tenders**

All tender bids will be treated equally and assessed with transparency throughout the evaluation process. The information disclosed by applicants will be used purely for the purposes of evaluation. If a bid succeeds in passing the first stage of the evaluation, it will be evaluated in accordance with the evaluation methodology.

All submissions will be reviewed for completeness and compliance with the ITT and stated requirements. This is to ensure they have been completed correctly and all necessary information has been provided. Incomplete and non-compliant tenders will be rejected.

**5.2 Evaluation Criterion**

As indicated in section 2.3 (*Background & Objectives)*, the main aim of the contract will be to deliver the highest quality maintenance service. Applicants should demonstrate their understanding of the objectives and requirements and their response must display compliance with the requirements.

The ITT provides the opportunity for Hughenden Parish Council to select the best applicant based on specific tender criteria. This enables the Parish Council to identify the bid that best meets its needs, while offering an economically favourable tender.

The evaluation criterion is assessed according to the Parish Council’s weightings and calculated to give an overall comparative score out of 100. The highest scoring tender bid will be selected.

Tenders will be assessed on the basis of their value for money and quality. Value for money is based on the costs itemised in tendered bids. The quality is more complex and includes *Social Value* factors such as experience, quality of service/product, locality and environmental policies.

**5.3 Cost Criterion**

As a local council, value for money is paramount and a Cost Matrix will be used to assess tenderer’s prices against key cost criteria. The cost assessment will contribute 60% towards evaluation of tenders. This is an opportunity for the tenderer to provide a schedule of competitive rates/prices.

**5.4 Quality Criterion**

The evaluation of Quality criteria will contribute 40% of tenders (see the Pre-Qualification Questionnaire). An Evaluation Matrix tool and a Scoring Grid will be used by the Parish Council to evaluate submitted bids; to score tenders and help identify the one that provides the best quality

***5.4.1 Value for Money***

As a local council, this is an essential element that comprises the itemised and aggregate price of the tender offer. The Cost Submission Form provides the opportunity to detail a schedule of competitive rates/prices for the works. The form also allows applicants to outline what measurable or demonstrable how *added value* can be offered in the tender to enhance delivery of grounds maintenance; without costing the Parish Council additional expense.

***5.4.2 Experience***

Recent relevant experience will be viewed favourably, particularly in applicable technical areas associated with the variety and scale of this programme of work. This might include grounds maintenance or horticultural expertise.

The ITT places significant emphasis on performance-based specifications, where skilled operatives are employed by the applicant; because they will understand the technical requirements of hedge and field maintenance.

Where possible, a list of relevant projects undertaken should be provided; with a description and relevance to the tendered project, role of the applicant, project cost and duration of the scheme.

Of particular importance is the applicant’s performance in completing past contracts to the quality standards required – including the ability to undertake contracts on time, within budget and to the satisfaction of clients. This information should include the name of two contracts or projects, their completion dates and reference contact details.

The applicant should also provide evidence of the company policies and work procedures it has in place (particularly regarding employment conditions and environmental standards) to meet mandatory requirements: and what management skills and systems are in situ.

***5.4.3 Quality of Service***

This element is relevant to all the required Parish Council criteria. There are, however, a number of specific qualitative attributes the Council will be looking for.

First and foremost, the Parish Council seeks a high-quality performance throughout the service of the contract and verification that this necessary standard will be delivered. The applicant is required to demonstrate excellent levels of care, flexibility and responsiveness. This quality also needs to be reflected in dealings or communication with the Parish Council and public.

A demonstration of the proposed methodology and approach to the work will be advantageous. The Parish Council will also favour an applicant that can adopt innovative solutions and emerging technologies in their work, while being able to display a positive response to any potential problems.

The applicant will also be required to demonstrate their capability and resources to successfully undertake the contract. This includes aspects such as plant machinery, equipment and personnel (including staff resilience and turnover).

The competence of the key professional and technical personnel (which the applicant proposes to employ on the contract) needs to be assessed. To enable this, details of the technical skills, expertise and experience of the contractor’s team should be provided. Where appropriate evidence should be provided of training or continuous learning to ensure personnel have sufficient learning or qualifications.

***5.4.4 Environmental and Social Policies***

The Parish Council is committed to setting strong environmental standards and supporting social values. Consequently, the tender offer should outline the applicant’s own ethical and environmental policies or ethos to help support this.

This will include the applicant’s commitment or efforts to adapt to climate change and achieve carbon reduction. Suggestions for reducing the carbon footprint of the ITT hedge and field maintenance operations will be equally advantageous including, for instance, the potential to reduce energy, fuel and pesticide use in the provision of the contract, what measures could be taken to reduce, reuse and recycle waste, and the sourcing of ethically-responsible materials.

Just as importantly, Hughenden Parish Council supports efforts to address the biodiversity emergency. The applicant should therefore highlight their ecological credentials and emphasise any opportunities identified to enhance biodiversity and wildlife habitats within the maintenance schedule. The applicant should also consider the main environmental impacts associated with delivering the contract and how these can be reduced or managed.

***5.4.5 Locality***

Geographic proximity to the parish is an important factor in so far as locality impacts the Parish Council’s. This includes minimising environmental impact, promoting local business, and protecting the natural environment; close proximity to Hughenden will limit vehicular travel and significantly help reduce the carbon footprint of the contracted works.

Maintenance of the Parish Council’s open spaces may at times require a nuanced and receptive approach. A local presence and ability to respond quickly is therefore also considered an important attribute of locality.

**5.5 Evaluation Criteria and Weightings**

The cost/quality ratio for this contract will be Value for money 60% /Quality 40%. Submitted Tender offers will be assessed using the following criteria and weightings: **-**

|  |
| --- |
| **Evaluation Criteria and Weightings** |
| **Category** | **Criteria** | **Weighting** |
| **Cost** | Value for money | 60% |
| **Quality** | Experience | 10% |
| **Quality** | Quality of product or service  | 10% |
| **Quality** | Environmental Policies | 15% |
| **Quality** | Locality | 5% |

To calculate the true final weighting for each element (as 40% of the evaluation process) it will be necessary to multiply the in Quality percentage results by 0.4.

For instance; a total 5% element weighting score for *Environmental Management* will provide 2% to the overall tender evaluation total (5% x 0.4). Alternatively, a total 10% element weighting score for will provide 4% (10% x 0.4) to the overall tender evaluation total.

Before being converted to weightings, each element will be scored a rating out of ten; reflecting a tender’s ability to meet the non-priced Quality criteria.

**6. Invitation to Tender Process**

Hughenden Parish Council is issuing this ITT and inviting bids from applicants in response to the published contract notice.

The procedure is being procured under the Council’s open tender process, in line with the 2015 *Public Contracts Regulations*. This procurement will follow a clear and transparent process, to ensure that all applicants are treated equally.

**6.1 Indicative Timetable for Tenders** **and Schedule**

Set out below is the indicative timetable for tendering with the key dates for this proposed procurement as follows: -

|  |
| --- |
| **Indicative Timetable for Tenders** |
| **Procurement Stage** | **Deadline** |
| Publication of ITT advertisement (Contract Notice) in Contract Finder and local newspaper | 1st May 2023 |
| Deadline for ITT questions/queries from prospective tenderers | 17th May 2023 |
| Deadline for clarification responses to be issued | 20th May 2023 |
| Deadline for receipt of completed ITT documents by the Parish Council | 30th May 2023 |
| Evaluation Assessment and Award of Contract  | 31st May 2023 |
| Ratification of Notification of Contract award to applicants | 2nd June 2023 |
| Notification of Contract award (*Contract Award Notice*) to applicants | 2nd June 2023 |
| Anticipated issue of contract to successful tender | 17th February 2023 |
| Date of commencement of contract  | 5th June 2023 |
| Anticipated completion of contract | 31st March 2024 |

**6.2 Instructions for Tendering**

Applicants should read these *ITT instructions*, *Specification* and *Terms & Conditions* carefully before completing the Tender documentation. Failure to comply with completion and submission requirements may result in the rejection of the Tender.

**6.3 Enquiries**

All initial enquiries should be made to the Parish Clerk by telephone on 01494 715296 or by email at clerk@hughenden-pc.gov.uk.

**6.4 Clarification Requests**

Prospective contractors should ensure that they are completely familiar with the nature and extent of the obligations required if the tender is awarded.

If necessary, clarification-meetings and/or site visits may be arranged with the Parish Council. These should be arranged via the Parish Clerk no later than stated in the indicative timetable for tenders.

All subsequent clarification requests should be submitted by applicants to the Parish Clerk by the clarification deadline no later than one week before the closing date (as set out in the Indicative Timetable for Tenders table). These requests should clearly reference the appropriate paragraph in the ITT documentation and be aggregated rather than sent individually. The Council is under no obligation to respond to clarification requests received after the clarification deadline.

**7. Instructions for Completion**

**7.1 Cost Submission Form and Pricing**

The Cost Submission Form (seeAppendix. Section E) provides the opportunity for the applicant to provide a breakdown of itemised costs to be included with the tender offer. Tenders are to be priced on an annual basis.

All costs submitted are to be presented in Pounds Sterling and consistently excluding VAT or expenses/other costs where applicable. The tender prices offered should also be firm and fixed (for any identifiable items that make up the itemised costs) for the duration of the Contract.

The breakdown of costs is vital in evaluating and comparing specific itemised costs between each tender. It will also become part of any successful contract to assess costs and any periodic payments to be made.

Applicants may modify their tender response prior to the tender submission deadline (as per the indicative timetable for tenders) by giving written notice to the Parish Council. Any modification should be clear and submitted as a complete new tender response in accordance with these ITT conditions.

Applicants are advised that the Council is not bound to accept the lowest tender submitted nor to reimburse any expense incurred during the process.

**7.2 Pricing for Additional Services**

Some items of unscheduled and variable work are identified in the specification but will not be included in the tendered price. Where this occurs, the applicant is required to provide additional pricing rates per hour or per item in the Cost Submission Form. This will not be included in the tendered price. No guarantee can be given to the particular level of additional and unscheduled work which will be awarded; rather it should simplify and speed up the process by avoiding the need for seeking further competitive quotes.

**7.3 Variations and Additions**

There will be occasions when the Parish Council might request additional work that is not identified in the specification or specified in the schedule of works. This will be carried out through a simple *Contract Amendment*. Once the applicant has agreed the scope and terms of the additional work, a confirmation will be added to the contract to reflect the extra cost & time.

Alternatively, if the contractor needs to carry out unforeseen additional work, the Parish Council can agree to this through a *Variation to Contract.* The Council will confirm acceptance by raising a *Variation Order* document containing the original contract price, variation price and new price.

**7.4 Pre-Qualification Questionnaire (PQQ)**

The PQQ (seeAppendix Section D) is used to ascertain the suitability of a contractor in relation to the requirements of the Parish Council and the ITT. It requires commercial and legal information regarding the applicant’s company and some specific questions about the contract being tendered. The form includes standard questions on company details, insurance cover, financial information, relevant experience, particulars about technical or professional ability and Information about capability or capacity.

The second part of this questionnaire is also the opportunity for the applicant to demonstrate they comply with any mandatory or discretionary (such as included in the ITT evaluation criteria) requirements for the contract. Key elements include provision of social value, added value and value for money to the Parish Council. It is also where the applicant can outline their specific qualities and any other relevant information to support their tender.

**7.5 Form of Tender**

The Form of Tender (seeAppendix Section E) is a covering document prepared by Hughenden Parish Council and signed by the applicant to indicate they understand the tender being made and accept the various terms and conditions and other requirements of participating in the exercise.

**7.6 Checklist of Documents**

Tenderers are required to submit the completed Checklist (seeAppendix Section G) to ensure that all ITT documents required for completion have been returned with the submitted tender.

* 1. **Submission of Tenders** **and supporting documentation**

All complete tenders must be submitted by email or in writing (by 12.00 noon on the 30th May 2023) to the Parish Council office and clearly marked ‘*Hughenden Hedge and Field Maintenance Tender’*.

\* If sent by mail (or in person), these tenders should be submitted in a sealed envelope to the Parish Council and addressed to the Parish Clerk (at Hughenden Parish Council, Council Office, The Common, Great Kingshill, High Wycombe, Bucks, HP15 6EN).

Tenders should contain all the items listed below. Each form should be a scanned version of a signed copy. No additional information should be submitted or will be considered after the submission deadline.

The following shall be provided (for completed return): -

* Section D: Cost Submission Form
* Section E: Pre-Qualification Questionnaire
* Section F: Form of Tender
* Section G: Checklist of Documents

**7.8 Further Information**

The Parish Council may at any time request further information from applicants to verify or clarify any aspects of their tender response or other information they may have provided.

Should the applicant not provide supplementary information or clarifications by the notified deadline, the tender offer may be rejected in full and disqualified from this procurement process.

**7.9 Acceptance of Offers**

Submitted documents shall constitute an irrevocable offer to provide the hedge and field maintenance services. The Council will not necessarily accept the lowest priced tender bid; the decision to award the contract will be based on the specified evaluation criteria and weightings.

**7.10 Award of Contract**

Any acceptance by the Parish Council shall be communicated in writing to the applicant. Upon such acceptance by the applicant, the contract shall become binding on all parties.

The Council shall conclude a formal contract with the successful applicant, which shall embody the applicant’s offer. No tender can be considered successful until a formal contract has been signed by an authorised Council officer and co-signed by the applicant’s authorised officer.

This process is in accordance with the criteria listed at Regulation 67 of the 2015 *Public Contracts Regulations*.

**8: Specification**

This section details the precise requirements of Hedge and Field Maintenance programme. It is the basis of all tender offers and will form the foundation for an eventual contract. It outlines the tasks required, locations, volume and frequency. It also establishes required standards, expected quality of materials and likely timing. The overall purpose is to provide a well-maintained area that reflects customer need and good horticultural and environmental practice.

The first section outlines the standards required for generic elements of maintenance; such as grassed areas, hedgerows and footpaths. It also details the quality of materials and workmanship required.

Where the frequency of services is specified, these services form the Core Services for which a single total price shall be submitted in the Cost Submission Form and Pricing Document. Where the frequency of services is not specified, these services form the Additional Services for which an hourly rate shall be submitted.

The second section is the Schedule of Works which lists and details what is to be done and where. These itemised works should be read in conjunction with the plans provided.

This Specification should be used in conjunction with the site plans and mapsfor sites(Appendix;Section C).

**8.1. Specification (Requirement) Standards**

**8.1.1 General Grass Maintenance Standards**

***8.1.1.1 Cutting***

* The contractor shall cut all grassed areas as indicated within the plans (Section C).
* All grass shall be cut cleanly and evenly (without damaging the existing surface) by means of mowing to provide a good quality sward; to the height specified (in the schedule of works) on each site or amenity grassland, without damaging the existing surface. Edging shall be cut by means of strimmer.
* Unless specified, the required cut grass height will be approximately 55 - 75mm.
* The maximum or minimum height is determined to be the height of 90% of the grass or vegetation.
* The contractor shall use machinery appropriate to the type of work involved. For instance, the Council considers a tractor mounted drum or disc mower (and strimmer) appropriate.
* The Contractor shall ensure all cutting blades are sharp and properly set, to produce a true and even cut.
* All grass cutting equipment shall be maintained in a condition that avoids ‘ribbing’, and to ensure an even, uniform finish to the grass.
* Unless specified, mowing/cutting will take place on the full area of grass at each site; up to paving, fencing and other boundaries.
* Re-fuelling should take place in safe locations and not on fine-turfed areas such as football pitches or amenity grassland.
* The Contractor shall, whilst on site, ensure that machines are properly guarded and maintained to present no danger to the operator, surrounding structures, vehicles or any person near operations.
* The contractor will be required to re-cut any areas identified as not being within the prescribed standards to the satisfaction of the Council. This will be carried out at the applicant’s own expense.
* During the period of the contract, no growth regulators of any form shall be applied to any area of grass without the Clerk sanctioning such an operation in writing, in advance.

***8.1.1.2 Timing***

* The grassland will be cut after the peak grass-growing season which generally falls from September to October.
* The contractor will complete cutting any one area of grass cutting before moving onto the next.
* During normal weather conditions the applicant will be required to keep to the standards within this specification.

***8.1.1.3 Inclement Weather***

* During very wet conditions all grass cutting operations shall cease until conditions improve sufficiently to allow operations to continue; without damaging the surface or creating divots from rollers, cutters or wheels.
* If inclement weather prevents the contractor from meeting the required standard, the supervising officer shall be advised of the work not done. The applicant shall resume work as soon as possible.
* The applicant will not be deemed to have failed to perform the Services if suspension of the operations has been agreed in writing by the Parish Council.

***8.1.1.4 Arisings***

* Unless stated, all grass arising or clippings to be removed from site and disposed of in an appropriate manner.
* Where arisings are thrown or spilt onto roads, footpaths or graves, they shall be swept or blown back onto the grassed areas forthwith to prevent unsightly conditions. Should the wetness of the clippings pose a slipping or tripping hazard to pedestrians, the arisings are to be swept or blown back immediately.

***8.1.1.5 Obstacles***

* Trimming around obstructions including seats, trees, fence lines, posts, and the like, will be undertaken using methods, tools, and machines as appropriate to prevent damage. Any damage resulting, shall be reported to the Clerk and made good at the Contractor’s own expense.
* A margin of 1m to remain uncut around trees, otherwise the contractor shall cut/strim around obstacles within grassed areas to the same height of that mown within the area to ensure continuity.
* Care must be taken when strimming in all areas to avoid the throwing up of stones, animal excrement etc. During strimming and all grass cutting operations, adequate precautions must also be taken to protect passingvehicles and members of the public.

***8.1.1.6 Inspections***

* Immediately prior to cutting any area, the contractor shall inspect all areas to be cut and remove all debris and litter. This includes paper, tins, bottles, large stones, abandoned waste and any other items and objects which may cause damage, injury, nuisance to others, or leave an unsightly appearance.

***8.1.1.7 Waste materials***

* All such waste materials (as identified in Inspections above) shall be collected and removed from site for proper disposal or for recycling.

**8.1.2. General Maintenance Standards for Footpaths and all other amenity areas.**

* These routes and areas should be kept clear of weeds, overgrowth, dog fouling and detritus.

**8.1.3 General Hedge Maintenance Standards**

* Cut back the current growth to no more than the point of the previous cut. The hedge shall be trimmed, pruned back to the same height, width, and general shape as that which existed at the completion of the last trim unless otherwise instructed by the supervising officer.
* All hedges shall be cut both sides and top, unless otherwise specified. The contractor shall endeavour to establish a strong framework to the hedge with the appropriate shape and width in relation to the height of the hedge.
* Cutting should be carried out with a tractor and side arm flail or by handheld mechanical cutters as appropriate to the site and location.
* Any cutting should be carried out outside of nesting season and ideally during the period when leaves are absent between November to February.
* The contractor will check and avoid disturbing bird nests before starting work to cause minimum disturbance to nesting birds and wildlife (in compliance with the 1985 *Wildlife & Countryside Act*).
* It shall be ensured by the contractor that the width of the hedges do not present a hazard or obstruction to pedestrian or vehicular traffic.
* All hedge cutting machinery/tools shall be kept sharp at all times to achieve clean and neatly clipped hedges. Chewed and torn shoots will not be accepted following a cut, and any such work which the contractor is unable to rectify, will not be paid for. If this occurs, the applicant shall re-cut the hedge at their own expense when new growth permits, as instructed by the supervising officer to provide a neat and tidy appearance again.
* Leave grass edges adjacent to hedges cut neatly. Cut off pernicious weeds (e.g., bramble and nettles) at base.
* Following hedge cutting all material arisings should be disposed of and the site left in a tidy condition.
* All litter, etc will be removed from the hedge bottom and disposed of off-site.
* When cutting hedges adjacent to the highway, extreme care will be taken to avoid any danger to road-users and to the Contractor.
* All relevant warning signs, road cones, etc, will be provided by and put in place prior to commencement of work by the contractor. All operatives working on such hedges will wear high visibility clothing to *BS6629 (1985)* standards.

**8.1.4 Health and Safety**

* Personal Protective equipment (PPE) must be worn/used. The correct type of grass cutting equipment used for different environments (steep verges, etc.). A risk assessment must be carried out.
* Legislation relating to safe working on/near carriageways must be observed.
* When using specialist equipment staff must be properly trained.
* Staff undertaking work should be competent, trained, adhere to Health & Safety requirements in terms of risk assessments and PPE.

**8.2. Schedule of Works**

The itemised works are to be read in conjunction with the plans provided in Appendix Section C.

**8.2.1. Little Burnham Meadow**

**8.2.1.1 Cutting**

* Cut the grassland in late September to early October to a height of approximately 60mm.
* Leave unmown 2m strips along the edges of field boundaries (to provide habitat and a food resource for biodiversity).
* Leave unmown several 1m² patches randomly spread throughout the field.

**8.2.1.2 Tedding**

* Spread the cut grass/vegetation out to dry.
* Tedd (turn) at least once a day to dry the crop and loosen wildflower seed remains to fall out onto the ground.
* When the hay is dry, which is usually after 3-5 days (and once any dew has dried in the sun) it may be baled and taken away from site for use or disposal by the contractor.

**8.2.2 Vincent’s Meadow**

**8.2.2.1 Cutting**

* Cut the grassland in late September to a height of approximately 40mm.
* A margin of 1m to remain uncut around trees.
* Leave unmown 2m strips along the edges of field boundaries (to provide habitat and a food resource for biodiversity).
* Leave unmown several 1m² patches randomly spread throughout the field.
* Spread the cut grass/vegetation out to dry.
* Turn at least once to dry the crop and when the grass is dry, which is usually after 3-5 days (and once any dew has dried in the sun) it may be baled and taken away from site for use or disposal by the contractor.

**8.2.2.2 Footpaths**

* Cut a figure of eight 1.5m wide footpath to an approximate height of 25mm through the meadow (see map) and remove arisings. This should be cut every 4 weeks from 1st May to 1st November (8 cuts)
* Cut a short path 1.5m wide and approximately 25mm behind houses
* every 4 weeks from 1st May to 1st November (8 cuts)

**8.2.3 Hedges to cut**

The Parish Council’s estate includes the following sites (see map) with hedgerows for maintenance;

**8.2.3.1 Allotments**

* Red Lion Allotment, Common Road, Great Kingshill
* Cryers Hill Allotment, Cryers Hill Lane
* Windmill Lane Allotment, Widmer End
* Primrose Hill Allotment Widmer End
* Hughenden Valley Allotment, Whitfield Road, Hughenden Valley
* Louches Lane Allotment, Naphill
* Walters Ash Allotment, Main Road, Walters Ash
* North Dean Allotment

**8.2.3.3 Amenity Grassland**

* Primrose Hill Amenity Area, Widmer End
* The former Common Road Allotments, Great Kingshill

**8.2.3.4 Miscellaneous sites**

A number of varied locations in the parish requiring hedge-cutting;

* Great Kingshill Common
* Widmer End, Access to Cockshoot Wood & Four Ashes Field
* Naphill Utility Station
* Warrendene Road/Bramley End road island

**9. Terms and Conditions**

This section includes: -

1. Contractor’s Obligation

2. Amendments to the ITT

3. Modifications and Omissions

4. Supply of Equipment/Materials, Plant and Transport

5. Health and Safety

6. Work Procedures & Safe Systems of Work

7. Applicant/Contractor Personnel

8. Sub-Contracting

9. Force Majeure

10. Guarantees, Indemnity, Liability and Insurance Cover

11. Precautions

12. Payment, Invoicing and Schedules

13. General Policy Requirements

14. Confidentiality, Publicity, Data Protection and Info Governance

15. Due Diligence, Performance of Service and Public Engagement

16. Good faith and collaborative working

17. Resolving Disputes and Breaches

18. Termination and Notices

19. Third Party Rights and Sole Remedy

20. Completion Period

21. Compliance with all legislation and relevant Council policies.

22. Canvassing

**9.1. Contractor’s Obligation**

As a contractor, the applicant shall, subject to the provisions of the ITT, diligently and in a good workmanlike manner (with the highest degree of expertise, skill, care and due diligence), carry out and complete all hedge and field maintenance work to the reasonable satisfaction of Hughenden Parish Council.

**9.2. Amendments to the ITT**

At any time prior to the Tender Response Deadline, the Parish Council may amend the ITT. Any such amendment shall be issued to all potential applicants, and if appropriate to ensure potential contractors have reasonable time in which to take such amendment into account, the Tender Response Deadline shall, at the discretion of the Council, be extended.

**9.3. Modifications and Omissions**

3.1 The *Specification* and *Terms of Conditions* of the ITT and contract are to be taken as mutually explanatory of one another. In case of ambiguities, discrepancies or inconsistencies the same shall be explained and adjusted by the Council acting through the supervising officer, who shall issue appropriate and binding instructions in writing to the contractor. Likewise, any additional requested work (not identified in the ITT/contract specification) will be agreed through a *Contract Amendment* and added to the contract.

9.3.2 Any additional work requested by the contractor, if agreed by the Parish Council will be conducted through a *Variation to Contract.* The Council will confirm acceptance by raising a *Variation Order* document containing the original contract price, variation price and new price. Any work carried out by the contractor without prior authorisation will not be paid.

**9.4. Supply of Equipment/Materials,** **Plant and Transport**

9.4.1 The applicant shall provide all tools, plant, vehicle, cutting machinery, consumables, fuel and equipment necessary for the proper performance of the services and maintain the requisite standard of work.

9.4.2 The contractor shall maintain all plant machinery and equipment to ensure proper performance and completion of the Works. The contractor will ensure the testing of maintenance equipment meets standards of the 1998 *Provision and Use of Work Equipment Regulations* (PUWER). This procedure will be made available to the Parish Council on request.

9.4.3 All machinery used on grassed areas shall be free from oil or fuel leaks. All hand machinery shall be maintained in such a way as to prevent the spillage of oil or fuel or other chemicals.

9.4.4 The contractor shall ensure that all vehicles are licensed, taxed, insured and in a well-maintained roadworthy condition during the progress of the works.

9.4.5 The contractor will ensure that all machines engaged in cutting operations are sharp and properly set, to produce a true and even cut. Any damage to areas of grass not cut to the approval of the Council from such lack of maintenance will be made good by the contractor at their own expense and to the satisfaction of the Parish Council. Unsatisfactory tree or hedge pruning and cutting will be made good by the contractor at their own expense and to the satisfaction of the Council.

9.4.6 The contractor will at all times during the period of the contract ensure that equipment and machines are properly guarded and maintained so as to present no danger to the operator, surrounding structures, vehicles or any members of the public in the vicinity of operations. The council will not be liable for any damage to the contractor’s equipment caused by carrying out these works.

**9.5. Health and Safety**

9.5.1 The contractor shall ensure that the Service is performed in accordance with the 1974 *Health and Safety at Work Act* having regard to the safety of the public and of their employees. They will adopt safe systems of work and accept full responsibility for compliance with all other applicable laws and relevant statutory provisions in respect of the performance of their services to fulfil the contract.

9.5.2 The contractor shall at all times comply with the requirements of the 1999 *Management of Health and Safety at Work Regulations* (and shall supply a copy of its risk assessment under these Regulations when requested by the Council), Workplace (1992 *Health and Safety and Welfare) Regulations* and of other acts, regulations, orders, approved codes of practice, guidance or rules of law pertaining to health and safety.

9.5.3 The Contractor shall review their health and safety policy and safe working procedures as often as may be necessary and in the light of changing legislation or working practices or the introduction of new equipment and shall notify the supervising officer in writing of any such revisions. The Parish Council may require the contractor to amend their health and safety policy and safe working procedures to comply with any change in legislation or working practices or required as a result of the introduction of new equipment.

9.5.4 When working on public footpaths and adjacent to highways all operatives will wear high visibility clothing to *BS 6629:1985* standards. All protective clothing and equipment (PPE) relevant to an operation will be correctly worn/used. The applicant will provide staff with all safety PPE equipment, (boots, reflective vests, ear defenders etc), and ensure they are always used when engaged in work for the Parish Council.

9.5.5 Traffic movement (including pedestrians) along roads and footways must be maintained at all times. Where it is appropriate to place warning signs, cones etc, the contractor will do so in accordance with Chapter 8 of the *Traffic Signs Manual*[[1]](#footnote-1).

9.5.6 Any vehicles and trailers used by the contractor in support of grass cutting operations, are to be parked in a manner that causes the minimum, or if possible, no obstruction to road or footway users or residents. Warning and hazard lights will be used where appropriate. Access to properties along roads and footways are not to be obstructed.

9.5.7 The contractor is required to notify the Parish Council immediately of any accidents, near misses or environmental incidents such as oil or diesel spillages. The contractor is expected to carry spillage kits.

**9.6. Work Procedures & Safe Systems of Work**

9.6.1 The Parish Council requires that all contracted staff are suitably trained in safe systems of work and refreshed again at regular intervals through training and toolbox talks. Safe systems of work must be in place to address lone working, security, vehicle use, operation of tools and equipment and other work activities.

9.6.2 All persons operating machinery and tools must be qualified and competent. The Council reserves the right to ask the contractor to provide adequate proof that their operators are well trained, conversant with health and safety legislation and competent in their operating methods.

9.6.3 Risk Assessments;Each site is required to have a suitable generic risk assessment, and contracted staff trained to undertake specific risk assessments against areas where there is thought to be risk.

9.6.4 Risk Assessments & Method Statements must be available on request. Company template risk assessments will need to be submitted before the commencement of the contract.

9.6.5 Control of Substances Hazardous to Health (COSHH) Assessments; The contractor shall adhere at all times to the 1999 *CoSHH Regulations*. The contractor shall produce and implement comprehensive written instructions for the safe use, delivery, handling and storage of all chemicals, herbicides and ensure the employees are trained and fully competent.

9.6.6 Company template COSHH assessments will need to be submitted before the commencement of the contract.

9.6.7 Accident and Incident Investigation Procedure; Accident and incident records must be maintained and each is reported to the supervising officer. In specific cases, reports of an accident will be declared to the *Health & Safety Executive*.

9.6.8 Inspection; As part of the day-to-day role, the Parish Council expect the contractor to report any identified health and safety matters with regard to open spaces and grounds infrastructure. Defects should be noted and reported to the council for action.

9.6.9 Evidence of how health and safety is maintained and monitored must be made available upon request.

**9.7. Applicant/Contractor Personnel**

9.7.1 The contractor must ensure all operatives employed in fulfilling the work of the contract are appropriately qualified to undertake the works included in the grounds maintenance specification.

9.7.2 The contractor will provide adequate information, instruction, and supervision for employees

9.7.3 It is expected where appropriate, operatives will hold the minimum relevant NVQ Level qualifications required.

9.7.4 The contractor will ensure all employees are competent to do their tasks, and give them adequate training. The Parish Council will be provided details of how any skills gaps identified and how they will be met.

**9.8. Sub-Contracting**

9.8.1 Applicants must be able to satisfy the Parish Council as to their ability to perform the contracted services.

9.8.2 The Contractor may not assign, sub-contract or otherwise transfer any or all of its rights and obligations under this ITT, whether in whole or in part, without the prior written consent of the Parish Council.

9.2 The Parish Council may consider proposals for the performance of part of the contracted services by sub-contractors, provided that the part of the services to be sub-contracted, the terms of the sub-contract and identity of the sub-contractor are approved by the Parish Council. The Council may require any or all of the following conditions to be satisfied:

(i) The proposed sub-contractor enters into a collateral warranty in favour of the Council for the performance of the relevant part of the maintenance (a signed copy of such documents must be submitted electronically and if requested, in hardcopy);

(ii) The applicant remains fully liable for the acts and omissions of the sub-contractor

(iii) The Council may require the removal of the sub-contractor at any time and at its sole discretion.

**9.9. Force Majeure**

In the event either party is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, equipment or transmission failure or damage reasonably beyond its control, or other causes reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.

**9.10. Guarantees, Indemnity, Liability and Insurance Cover**

10.1 The Contractor shall indemnify and keep indemnified the Council against all losses arising out of provision of the contracted services in relation to the injury to or death of any person and loss of or damage to any property including property belonging to the Council; arising from the performance of the services or any act, neglect or omission of any employee of the contractor, howsoever such liability may arise.

9.10.2 The applicant shall also indemnify the Parish Council accordingly for any failure to so comply with any aspect of this ITT.

9.10.3 The contractor shall obtain insurance cover to the sum of a minimum of; £5million public liability insurance, £5million Employer’s Liability Insurance and £2million Professional Indemnity Insurance for each claim; -

* to the Council and to any employee of the Council,
* to the employees of the contractor,
* to any other person, for any damage, loss or injury

9.10.4 Current certificates of insurance must be produced to the parish clerk prior to commencement of the contract.

**9.11. Precautions**

9.11.1 Noise;The contractor shall comply with the general requirements of *BS 5228* (2014) *Code of Practice* or as amended for noise control on construction and open sites. The contractor shall ensure that in executing the services they and persons in their employment execute the work in such a manner that it does not constitute a nuisance to other users.

9.11.2 Hours for Working;The contractor may work between the hours of 8.00 am and 6.00 pm, but will not be permitted to carry out any part of maintenance works during the hours of darkness without the prior consent of the supervising officer.

11.3 Damage Caused During the Performance of the Service; The contractor shall make good at their own expense any damage caused to furniture, fences, paths, roadways, shrubs, trees or any other property, during maintenance operations by its machinery or staff.

**9.12. Payment, Invoicing and Schedules**

9.12.1 Invoices should be produced monthly by the last day of the month. In accordance with the 2015 *Public Procurement Contract Regulations*, the Parish Council will pay correctly addressed and undisputed invoices within 30 days in accordance with the requirements of the contract.

9.12.2 General requirements for an invoice for the Parish Council include:

* A description of the good/services supplied.
* Clearly state the agreed scheduled payment or the cost of each individual job carried out over that period.
* If appropriate or requested, the invoice should be accompanied by a completed timesheet.
* Where appropriate, the Parish Council’s reference number/purchase order number.
* This invoice must be addressed to Hughenden Parish Council.

**9.13. General Policy Requirements**

Contractors are required 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.

**9.14. Confidentiality, Publicity, Data Protection and Information Governance**

9.14.1 The contractor shall take all necessary precautions to ensure that all confidential information obtained from and about Hughenden Parish Council is treated confidentially and not disclosed (without prior approval) or used other than for the purposes of this contract.

9.14.2 This ITT and its accompanying documents shall remain the property of Hughenden Parish Council and must be returned on demand. The contractor shall not disclose, copy or reproduce any of the information supplied as part of this ITT other than for the purposes of preparing and submitting a tender response.

9.14.3 The contractor shall comply at all times with the *General Data Protection Regulation* (GDPR) and will not perform in such a way to breach any of his applicable obligations to Hughenden Parish Council under current such data protection legislation.

9.14.4 The contractor acknowledges that the Parish Council is subject to the provisions of the 2000 *Freedom of Information Act* and the 2004 *Environmental Information Regulations* and upon request by the Parish Council provide assistance and information to enable the Council to respond to a request for Information within the time for compliance prescribed.

9.14.5 If the contractor considers any of the information included in the tender response is commercially confidential; please identify it and explain (in broad terms) what harm might result from disclosure and/or publication. It should be remembered though, even where indicated that information is commercially sensitive, the Council may disclose this information where they see fit. Receipt by the Council of any material marked “confidential” or equivalent should not be taken to mean that the Council accept any duty of confidence by virtue of that marking.

**9.15. Due Diligence, Performance of Service and Public Engagement**

15.1 The hedge and field maintenance services are public focused and it is vital that the appointed contractor is able to demonstrate a commitment to meeting the high professional standards required when working on behalf of Hughenden Parish Council.

9.15.2 Consideration, courtesy and due diligence will be required in dealing with the public, open spaces areas and neighbouring residents and businesses.

9.15.3 All operations shall be carried out without unreasonable noise and disturbance so as not to interfere with the convenience of the public, access to, or occupation of public roads, public footpaths or properties. The contractor shall indemnify the Council in respect of all claims demands proceedings costs and expenses whatsoever arising out of, or in relation to, any such matters.

9.15.4 The applicant should be prepared to positively communicate with the public; providing relevant information and explaining what maintenance is being carried out and why.

9.15.5 The contractor will need to present a clean and professional image, while also wearing visible ID badges and using clearly liveried vehicles.

**9.16. Good faith and collaborative working**

The parties shall at all times act in good faith towards each other and establish, develop and implement a collaborative relationship. This will be based on trust, fairness and mutual co-operation and freely share information with the objective of enabling the Parish Council to effectively provide the relevant services for the benefit of the parish.

**9.17. Resolving Disputes and Breaches**

9.17.1 If Hughenden Parish Council or the contractor does not fulfil their part of the ITT (whether failing their obligations or not achieving the standards set out in the ITT), the first course of action will be to amicably resolve any dispute; through good faith negotiation directly between the parties.

9.17.2 If this does not resolve the dispute, then a suitable arbitrator (acceptable to both parties) may be required to resolve any dispute fairly.

**9.18. Termination and Notices**

9.18.1 Either party may, without reason, terminate the contract, in writing, giving three months written notice.

9.18.2 If one or other of the contracted parties is no longer able to fulfil their obligations, due to reasonably unforeseen circumstances, they should notify the other party as soon as possible. Any outstanding payments or monies still owed should be adequately settled and the contract agreement terminated early to the satisfaction of both parties.

9.18.3 Any Notice shall be in writing, signed by or on behalf of the party giving it and delivered; in person, sending it by recorded pre-paid post or sending it by email. All notices should be addressed for the attention of the relevant authorising officer.

9.18.4 If a dispute is unresolved or an unacceptable breach occurs (held invalid, illegal or unenforceable by any court of competent jurisdiction), then it may be necessary for one or other of the parties to appropriately terminate the contract, seek agreeable arbitration (acceptable to both parties) or take further legal action.

9.18.5 The contract may be terminated by the Council immediately if the contractor:

1. has failed to respond satisfactorily within 14 days to a written notice of default issued by the Parish Clerk or
2. is the subject of proceedings in voluntary or involuntary bankruptcy or
3. enters any arrangements or takes any action which could, in the reasonable opinion of the Parish Council affect the good reputation of the Council either directly or indirectly

**9.19. Third Party Rights and Sole Remedy**

19.1 The contract will not create or construe any right under the 1999 *Contracts (Rights of Third Parties) Act* which is enforceable by any person who will not be party to this contract.

9.19.2 The contractor’s sole remedy with regard to any breach or termination of this contract shall be such remedies contained within this agreement other than its right to claim for specific performance of any obligations.

**9.20. Completion Period**

20.1 The one year-year Hedge and Field Maintenance contract commences on the 1st of April 2023 and will be completed on the 31st of March 2024, subject to satisfactory performance.

9.20.2 Extension Periods; There is a variable-option to extend the contract for a further two years (1 year +1 year +1 year) at the discretion of the Council and by mutual agreement of both parties. These two extension period options might, if agreed, extend for 2 x 12 months from;

* 1st April 2024 – 31st March 2025
* 1st April 2025 – 31st March 2026

**9.21. Compliance with all legislation and relevant Council policies.**

The contractor will comply with all relevant legislation and Hughenden Parish Council’s policies regarding this ITT, resultant contract and maintenance works.

**9.22.** **Canvassing**

Contractors tendering for this contract must not canvass members of Hughenden Parish Council or its officers. Any effort to do so will immediately disqualify any tender submitted.

**10. Definitions**

|  |  |
| --- | --- |
| **Term** | **Meaning** |
| **Applicant** | The company or contractor responding to the ITT through the procurement process. This term is used intermittently with contractor. |
| **Arisings** | Means grass cuttings, weeds, shrub/rose off-cuts, unwanted soil etc, leaves, rubbish, dirt and debris at any location or in its immediate environment. |
| **Authorised Officer** | Means the principle contact at Hughenden Parish Council or such representatives notified by the Parish Council. Also the principle contact representing the applicant or contractor. |
| **Award** | The process by which the Parish Council shall determine to whom the Contract will be awarded. |
| **Bid** | The applicant’s offer, which shall be submitted as the completed procurement documents. |
| **Contract** | The formal and legally binding agreement to be entered into by Hughenden Parish Council and the successful applicant following award under the procurement exercise. |
| **Contract Notice** | The publication by the Parish Council and its intention to procure a public supplies, services, or works Contract. |
| **Contractor** | The applicant or company awarded the contract; - culminating from an offer to provide services accepted by the Parish Council. This term is used intermittently with applicant. |
| **Evaluation** | The process through which the Applicant’s Bid is reviewed in accordance with the Evaluation Criteria, following which a decision to award a Contract is made. |
| **Evaluation Criteria** | The means by which the Parish Council evaluates an applicant’s bid; to include all of the issues that must be considered so as to be able to judge the suitability of an applicant’s bid. |
| **Herbicides** | This is chemicals, compounds and/or any proprietary products produced for the control and/or eradication of weeds, fungi, algae or moss and including all fungicides, fumigants, algicides and moss killer. |
| **Invitation to Tender or ITT** | This is the written request (and all related documents) published by the Parish Council and made available for an interested applicant to submit a written bid to facilitate the Parish Council’s requirements. |
| **Litter** | Including debris, detritus animal carcasses, cigarette butts, dog faeces and animal fouling, rubbish, salt and grit arising from winter maintenance, oil, vomit, gum, hypodermic syringes, needles and drug related material defined as clinical waste (in accordance with the *Control of Waste Regulations* 1992); leaf and fruit fall and blown vegetation, bud burst, blossom, twigs and branches, deposits arising from fly tipping and other material howsoever caused or occurring.  |
| **Obstacles** | Includes seats, streetlights, signs, manhole covers, memorials, trees, shrubs and any other obstruction within grassed areas. Obstacles also include edges of paths, wall and fence bases and other boundaries to grassed areas. |
| **On Additional Basis** | Additional and variable services identified in the specification, but not included in the tendered price. |
| **Open Procedure** | This is the procurement process determined by the *Public Contracts Regulations* 2015 |
| **Parish Council or Council** | Hughenden Parish Council. |
| **Pesticides** | Including chemicals, compounds and/or any proprietary products for the control and/or eradication of pests and shall include insecticides, acarcides, lumbricides and moluscicides. |
| **Procurement** | Term used for the acquisition of supplies, services or works from an external source |
| **Public Contracts****Regulations 2015**  | This is the UK legislation concerning the procedures for the award of public works contracts, public supply contracts and public service contracts |
| **Public Liability Insurance** | The insurance covering members of the public coming onto the Parish Council’s premises. It covers any awards of damages given because of an injury or damage to their property caused by the contractor. It also covers any related legal fees, costs and expenses as well as costs of hospital treatment that the NHS may claim from the contractor.  |
| **Selection** | The process by which applicants will be selected within the procurement process, in accordance with Regulation 58 of the *Public Contracts Regulations* 2015. |
| **Services** | This is the provision of a schedule of maintenance works as identified in the specification. |
| **Specification** | A detailed description of the Parish Council’s requirements for this contract of works. |
| **Sub-Contractor** |  A subcontracting individual or company, carrying out work on behalf of the primary contractor, as part of the larger contracted project. |
| **Tender Response**  | This is the applicant’s formal response to the invitation to tender. |
| **Tenderers** | Means the applicants responding to this Invitation To Tender |

1. Traffic Signs Manual, Department of Transport 2006 as amended, March 2020. [↑](#footnote-ref-1)