**INVITATION TO TENDER**

**For the Supply, Planting and Maintenance of Trees

 Period: 36 Months between 2024 - 2027**

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# Summary Instructions and Details of Contract

|  |  |
| --- | --- |
| **ITEM** | **CONTRACT DETAILS** |
| Council | Taunton Town Council |
| Contract Description | Supply, Planting and Maintenance of trees in Taunton’s parks and open spaces.  |
| Procurement Procedure | Open Tender  |
| Procuring Officer | The Officer responsible for this procurement is the Operations and Assets Manager Email: operations@taunton-tc.gov.uk. If Suppliers have any queries regarding the tender or if they believe that they are unable to submit a tender must be raised 3 days before the closing date. |
| Submission Instructions  | **Suppliers must submit one copy of their tender electronically, with any additional documents required or requested. Documents must be compatible with Microsoft Office or Adobe/PDF.** If guidance is required on how to submit your response, please email info@taunton-tc.gov.uk  |
| Date and Time for Tender return | Before 5pm 30 September 2024Tender Submissions to be emailed through to info@taunton-tc.gov.uk  |

# D. Specification - Glossary of Terms

|  |  |
| --- | --- |
| **Client** | The Client is Taunton Town Council |
| **The Contractor** | The Contractor is the company completing the tender document selected to provide the procurement, planting and maintenance services.  |
| **Volunteer and Engagement Partner** | This body has been appointed by the client to support the planting scheme with co-ordination of volunteers and contractor |
| **Supporting documentation**  | These document will be provided by the Council prior to any planting scheme.  This provides details of the locations, number of trees per area and tree types. |
| **Woodland Creation Officer** | The (WCO) Woodland Creation Officer is Taunton Town Council’s representative with responsibility for assisting the delivery of the planting scheme.  The Town Council’s Operations and Assets Manager will be the first point of contact for all questions relating to the requirements of this tender. |
| **Plant Healthy Certification Scheme** | Sets out key requirements for implementing plant biosecurity systems and relates to a range of horticultural businesses and organisations. These include commercial nurseries, plant retailers, landscape management businesses, arborists and public gardens.  All trees supplied under this Framework must comply with this system <https://planthealthy.org.uk/>  |
| **Bare Root Stock** | Tree lifted from the ground with a proportion of root system intact.   |
| **Root Bailed** | Tree lifted from the ground with a proportion of root system encased in soil from the nursery. |
| **Cell / Containerized**  | Where the tree is grown in a nursery in a pot or container delivered to the site where the container is removed to allow planting.   |
| **Locally (South West England) Sourced and Grown** | **Evidence is required to demonstrate the source of the seed and where the tree have been grown.**  |

# Introduction / Background to Taunton

The County Town of Somerset, Taunton, was among the first towns in the Southwest to receive Garden Town Status and has about 60,000 residents.

Taunton is a town located in Somerset, England, known for its rich history and attractive setting. It is often appreciated for its mix of urban amenities and access to the beautiful countryside of the Southwest. Taunton includes the Quantock Hills, an Area of Outstanding Natural Beauty, offering residents and visitors alike opportunities for outdoor activities and enjoying nature.

For residents, Taunton provides a balance of a peaceful suburban lifestyle with the convenience of urban facilities. The town has undergone significant regeneration over the years, with plans for further development under the Taunton Garden Town 2040 initiative. This has made it an appealing place for investment and living, with a focus on sustainability and community.

Visitors to Taunton can enjoy various attractions, including the historic Taunton Castle, which houses the Museum of Somerset, with various parks and open spaces, which hosts events and festivals throughout the year. The town's appeal is further enhanced by its accessibility, being well-connected by road and rail, making it a convenient destination for tourists exploring the Southwest of England.

# Taunton Town Council

Taunton Town Council declared a climate and ecological emergency and aims to reach carbon neutrality by 2030. Taunton Town Council oversees 14 open spaces within the parish with around 1,300 mature trees under its care.

Planting more trees is a sustainable way to improve the health of our town. Trees play a crucial role in maintaining the ecological balance and tackling climate change. They act as carbon sinks, absorbing atmospheric carbon dioxide, a key greenhouse gas that contributes to global warming. By absorbing carbon, trees really help to mitigate the impacts of climate change.

In addition to their climate benefits, trees enhance our ecosystems. They provide habitat for a wide variety of species, contributing to biodiversity. They also play a vital role in the water cycle, helping to prevent flooding and soil erosion, and maintaining groundwater levels.

Furthermore, trees improve air quality by filtering harmful pollutants and releasing oxygen. They also provide shade and cooling, which can reduce energy use in buildings, and contribute to human well-being through their aesthetic and recreational value.

This all helps the Council to reach carbon neutrality by 2030.

# Service Requirements

Taunton Town Council is collaborating with Somerset Council’s Woodland Creation team, to secure funding from the Forestry Commission to develop our open spaces. Where 8 spaces have been identified to plan an additional 403 trees throughout parks in Taunton.

The open spaces that have been identified are provided below;

* Penny’s Field W3W flame.rises.mugs
* Galmington Recreational Park W3W pitch.frames.dating
* Victoria Park W3W washed.land.mostly
* Priorswood Park W3W loaf.hears.social
* Taunton Green W3W gentle.dimes.oasis
* Hamilton Gault Park W3W task.blogs.umbrella
* Greenway Recreational Park (Lesley Avenue) W3W twice.tables.seat
* Lyngford Park W3W bars.taking.heat

# The Scope of works

The supply and delivery of a variety of trees as detailed within the tree planting proposals from Somerset Council’s Woodland Creation Team at a good price. The total number of trees to purchase, plant and maintain a total of 403 trees over 3 years with 80% being planted by March 2025. (323 trees) with the remainder being planted in the planting season by March 2026 (80 trees).

*Supply of trees, with a clear stem up to 1.8m from ground level with a head of branches. The funding is based on a 14-16cm standard but it may be acceptable to purchase and plant 12-14 or 10-12cm standards in some circumstances if the supply or price point is prohibitive.*

Prepare a tree pit in grass verge. Plant tree with twin stakes, watering tube and mulch. Supply a lightweight steel mesh tree guard (the protection must be suitable for the planting location).

Establishment Water young tree in pit, applying a minimum of 60 litres per visit, 14 visits per season. Weed and check stake and ties, 7 visits per season.

Supply and delivery of:

* + Native, Fruit and Non-Native Trees
	+ Tree Stakes
	+ Planting Products (e.g., tree tubes, mulch etc)
	+ Substance that aids plant growth
	+ Planting, seeding and associated landscape works
	+ Maintenance of newly planted trees

The planting scheme may involve the contractor employees working alongside volunteers and or school children, therefore DBS checks maybe required by the contractor for any staff working with children or vulnerable adults before work commences.

# Supply and Delivery of Trees

The maintenance will cover a period of three years. Prior to quoting, the contractor may wish to carry out site visits to satisfy the extent of the works, to assess any constraints or limitations and to obtain any missing information that you may consider important to the delivery of works prior to submission. Any visits are recommended to be carried out in conjunction with a Woodland Creation Officer or the Operations and Assets Manager.

Each site will have a plan of where the trees will be planted along with the specie of tree to be planted.

All soft and hard landscaping operations associated with woodland establishment will be carried out in accordance with BS EN 4428:

* Code of Practice for general landscape operations
(or subsequent updates for any BS stated).
* The contractor is responsible for the purchase of all trees.
* All trees must conform to BS 3936-1. Nursery stock for trees and BS 8545 Trees from nursery to independence in the landscape.
* The nursery will be Plant Healthy Certified (<https://www.planthealthy.org.uk/certification>) and in accordance with NPS recommendations (Understanding the National Plant Specification - CloudScapes (www.cloudscapesdesign.com)).

Any sub-standard trees or materials will be identified by the Contractor within 3 working days of delivery for prompt replacement within 10 days.

No tree will be substituted by another species or variety without formal approval from the Forestry Commission, which will be provided through the Woodland Creation Officer and the Operations and Assets Manager.

The Contractor is responsible to make sure that stock collected / received from the tree nurseries are of good quality and comply with the requirements of this Framework with regards to provenance and tree health.

Prior to the handover of completed works, a full post installation inspection report and an accompanying risk assessment ad RAMS to the same standards will be supplied to the Operations and Assets Manager by the Contractor. Any issues identified by the Woodland Creation Officer must be rectified by the Contractor within the timespan agreed with Woodland Creation Officer.

A post site inspection should include the following but not limited to:

* Tree Health and Condition:
	+ Check for signs of wilting/damage
	+ Pest infestations
	+ Signs of any root or exposed root damage
	+ Removal of weeds
* Planting
	+ Depth of planting
	+ Not leaning and stakes used.
* Soil
	+ Soil Compaction and aeration.
	+ Moist, not water logged.
	+ Fertilisation spread evenly.

In the supply and planting of trees the Contractor will:

* Ensure that Suppliers to provide notice of the date of their intention to deliver and plant trees to ensure the town council provide fair notice to park users.
* The Contractor will ensure that adequate staff are available to load and unload stock.
* Where necessary stock needs to be stored correctly and securely by the contractor until planted out.

Where a specification for planting is required that falls outside the remit of this specification, The Operations and Assets Manger will request a quotation for such work, with a bespoke specification provided to the contractor. The Contractor is advised that such planting may, at the absolute discretion of Operations and Assets Manager.

be the subject of competitive quotes.

# Planting

When planting the trees, the contractor must supply before, during and after completion of planting photographs for each planting site.

**All tree planting will follow UK Forestry Standard biosecurity protocols**[The UK Forestry Standard - GOV.UK (www.gov.uk)](https://www.gov.uk/government/publications/the-uk-forestry-standard)

The Contractor must ensure that planting is not undertaken in severe drought, snow or water-logged conditions.

The Contractor must ensure the site is clear of any planting debris

Guidance on liabilities.

The Woodland Creation Officer will assess newly planted trees for any failures towards the end of the first growing season after planting trees.

The Contractor will be responsible for the timely replacement of all failures at their own cost where the tree is of poor quality, poorly planted or not watered.

However, if vandalism has caused or exacerbated failure then Taunton Town Council will assume liability.

Mortality Rates

|  |  |
| --- | --- |
| **Number of mortalities** |  |
| **For Standards**Year 1 – 0% failure rate must be replacedYear 2 – 0% failure rate, all failures must be replacedYear 3 – up to and including 10%Year 4 – up to and including 10%maintenance period – up to and including 10%**Whips and Feathers**Year 1 – 5% failure rate acceptableYear 2 – 10% failure rate acceptableYear 3 – 15% failure rate acceptableYear 4 – 25% failure rate acceptableMaintenance period – up to 25% |

In planting standard trees the Contractor will adhere to the following instructions where required:

* **Topsoil excavated from the pit will be set aside for re-use. Excavated sub-soil will not be mixed with the topsoil. In back-filling sub-soils and top will not be mixed.**
* **The support system specified by the Urban Tree terms specify two stakes and two tree ties per stake are to be fitted. Nailed to the stake and adjusted to prevent movement of the tree’s root system.**
* **Where bark mulch is required, it will be supplied and laid at a minimum depth of 150mm over the total area where the tree has been planted.**
* **As a guide, 60 (sixty) litres of water is to be applied after planting.**
* **14 visits per season**
* **Weed and check stake and ties 7 visits per season per year for a three (3) year period.**
* **When requested, the Contactor will supply and install an underground watering pipe into the base of the tree pit. This is to be of a type to be approved by Taunton Town Council.**

# Maintenance of Tree Planting

**The Contractor will provide a service for the Maintenance of Tree Planting as directed by Taunton Town Council.**

 **Trees the Contractor will:**

* **Assess the condition of the trees and their various accoutrements including the tree pit and provide this information to the Council once all trees in each year have been planted, plus at the end of each growing season (August/September).**
* **Ensure that all stakes, ties and lightweight metal cage firmly located in their respective positions and will supply and fit replacement items when and where required,**
* **Remove stakes, ties and strimmer guards with minimal damage to the tree when these are no longer needed to support or protect a newly planted tree;**
* **Hand weed the tree pit;**
* **Top up the mulch to the planting level;**
* **In the event that a tree is dead and is not to be replaced, the Contractor will remove it along with its root ball and replace the soil back to the level of the surrounding area and firm to prevent settlement and a hazard developing;**

**Mortality Rates:**

**For Standards**

Year 1 – 0% failure rate must be replaced
Year 2 – 0% failure rate, all failures must be replaced
Year 3 – up to and including 10%
Year 4 – up to and including 10%
maintenance period – up to and including 10%

**Whips and Feathers**

Year 1 – 5% failure rate acceptable
Year 2 – 10% failure rate acceptable
Year 3 – 15% failure rate acceptable
Year 4 – 25% failure rate acceptable
Maintenance period – up to 25%

* **Removed stakes, guards and tubes will be recycled.**
* **For standard trees, watering will be undertaken in accordance with the specification.**
* **Maintenance plans agreements must be approved by the Woodland creation officer prior to contract award**

**Produce an annual report to the Operations and Assets Manager and Woodland Creation Officer based upon the results of the inspections, in relation to the previous season’s trees, to include documenting actions taken at each location. This report may be required to be presented in person upon request.

Prior to contract award, the final scope of maintenance for each site will be agreed with The Council and will be monitored on an annual basis. It is expected that the scope may change slightly from year to year and could be different depending on the site's location.**

**The Contractor will ensure that excess materials are thoroughly cleared from site after completion of the works. All unsurfaced ground where materials are tipped/ stored will be protected with appropriate and adequate sheeting to enable thorough removal. All areas to be swept/ raked clean and any damage caused by works to be repaired.**

**Any waste and excess spoil generated during the works will be transported and disposed of in accordance with current waste legislation, the specification and in a safe, and legal manner.**

The contractor will replace damaged tree’s subject to acts of vandalism and damages caused by adverse weather conditions and to consider damage by wildlife or signs of deliberate vandalism and location of tree.

# Services and Utilities

The contractor will be responsible for any underground service plans before commencing any below ground excavation at any location. Referencing any utility plans to ensure it is safe to excavate.

Any information on services over or below ground prior to commencing will be provided by the Woodland Creation Officer.

The Contractor will be responsible for taking every precaution to avoid risk to persons or damage to property when working within the vicinity of any drainage, electrical, gas or water service. In the event of any damage occurring, the Contractor will be held liable for any repairs.

**The Contractor will only take instructions from the Operations and Assets Manager unless otherwise advised by that named officer.**

**Taunton Town Council will provide information on the sites; however, the Contractor will also confirm that the information correct before any works commence.**

# Health and Safety

It is the contractor’s responsibility to ensure they comply with the requirements of the Health & Safety at Work etc. Act 1974, Management of Health & Safety at Work Regulations 1992 and other relevant legislation, to ensure that they protect workers and others from risks to health and safety. This includes ensuring that any contractor working on behalf of the bidding organisation can do the work safely and **without risks to health, by confirming the competence of the contractor.**

The contractor will ensure that planning and co-ordination informs site specific risk assessments for the delivery, unloading and installation in a way that minimises risks to health and safety of workers and other people.

The contractor will be responsible for unloading the goods. The choice of vehicle used is the contractor’s responsibility.

There is no provision of welfare facilities on any of the sites itself. The Contractor will be responsible for ensuring at its cost that appropriate welfare facilities are in place for its staff, agents and sub-contractors. The contractor must contact the Operations and Assets Manager to confirm and agree that welfare facilities are being placed in an appropriate place on the site prior to works commencing. In a small number of our parks, the town council have pavilions which offer toilet facilities and access can be provided by the Operations and Assets Manager. The parks with pavilions include; Galmington Park, Victoria Park, Priorswood Park, Taunton Green and Hamilton Gault.

*The Council will provide a pricing schedule for the contractor to complete which will provide an overall price for the sites.*

Environment: The contractor will be required to provide details on their environmental policy and insurance.

Information and Instructions to suppliers:

The successful contractor will be suitably experienced and qualified to undertake this tender and be able to provide examples of similar successful projects which they have been involved in.

Tender submissions must detail how the business experience and training requirements are met. The successful contractor will deliver this contract with suitably trained personnel.

Sub-contracting by the **contractor is not permitted without the consent** of Taunton Town Council. Tender submissions must specify whether the intention is to sub-contract.

# Instructions to tenderers

All tenderers are requested to let the Council know on receipt of this Invitation to Tender (ITT) that:

* they wish to submit a tender and the
* name of tenderer contact where all communications regarding this tender should be addressed to.
* The tender (including price) should remain valid for a minimum period of 90 days. Any signatures must be made by a person who is authorised to commit the contractor to the contract.

If there are omissions, discrepancies or enquiries concerning the ITT document these should be emailed to Operations@taunton-tc.gov.uk

Any clarification queries regarding the tender document must be submitted as soon as possible. Any answers to clarifications will be emailed to all known interested tenderers prior to the submission date.

**All tenders must be for the supply, planting and maintenance of trees as specified in this document. If there are omissions or errors in the tender submitted to the Council the tenderer may be required to justify the price/items concerned. Any price adjustments to the tender made by agreement with Taunton Town Council and the tenderer will be confirmed in writing by the tenderer to the Town Council before final acceptance by the Town Council.**

# Submission

Tenders must be written in the English language.

Tenders may be submitted electronically by **5pm on 30 September 2024**

Suppliers must clearly enter into the Subject Field: UTCF Tender for reference and label all documentation submitted as part of their Tender. Failure to do so may result in aspects of your Tender not being fully evaluated.

Emails should be sent to: Info@taunton-tc.gov.uk

Only one Tender is permitted from each Supplier. If a Supplier submits more than one Tender, the Council will evaluate the one with the latest time of submission and the other(s) will be disregarded.

The Tender (including price) should remain valid for a minimum period of 90 days.

The Tender must not be qualified in any way. Any signatures must be made by a person who is authorised to commit the Contractor to the Contract.

It is the responsibility of the tenderer to ensure compliance with any specified word count or other requirements as to format of tender submissions. All documents must be submitted in a format permitting independent automatic verification of word counts by the Council (for example, scanned PDF documents will not be acceptable).

The Council reserves the right to reject any Tender which is not submitted in accordance with the instructions given. In particular, the Council reserves the right to reject any tender submitted in breach of the provisions as to collusion and canvassing.

Tenders received after the above date will not be considered.

# Timetable

Taunton Town Council to award the contract in Autumn 2024.

The proposed timescale is as follows:

|  |  |
| --- | --- |
| Activity  | Date  |
| Dispatch of ITT | 6 September 2024 |
| Return of ITT | 30 September 2024 |
| Evaluation of ITT | Early October |
| Notification of successful tenderer | Mid October 2024 |
| Service commencement | November / December 2024 |

Taunton Town Council reserves the right to change the timetable and will notify tenderers where a change takes place.

# Tenders - assessment and evaluation

All tenders will be assessed on the Scoring Matrix

1. High Risk Health and Safety and welfare arrangements.
	1.
2. Environmental Policy
3. Community engagement
	1. Interactions and engagements with the community.
4. Added social and / or biodiversity value
5. Approach to buying, planting and maintaining
	1. Assess the ability to achieve within the timeframes.

**Each compliant tender will be judged against the following criteria:**

|  |  |
| --- | --- |
| **Description**  | Weighting |
| High Risk Health, Safety and welfare arrangements.  | 15 |
| Evidence of experience, capability, and training of personnel | 20 |
| Environmental Policy  | 17 |
| Climate and Environment Considerations | 12 |
| Value for money  | 21 |
| Locality of business to Taunton, Somerset | 5 |
| Community Engagement | 10 |
| **Total**  | **100** |

The Council will not be bound to accept the lowest priced or any tender submitted and may reject any tender if it is incomplete or vague.

The Tender must be clear, concise, and complete. The Council reserves the right to mark a supplier down or exclude it from the procurement if its tender submission contains any ambiguities, caveats, or lack of clarity.

Tenders will be judged by the Operations and Assets Committee of Taunton Town Council and may be referred to full Council or delegated to Town Clerk for final approval. If the tenderer is required to attend a meeting to discuss their proposals, this will be at no additional charge to the Town Council.

The Town Council may require additional information as appropriate for each tender. This ITT has been prepared in good faith and Taunton Town Council does not accept any liability or responsibility for the adequacy, accuracy, or completeness of the information.

Each tenderer must make its own independent assessment of the proposed terms after making such investigations and take such professional advice as it deems necessary to determine its interest in the contract.

**The tenderer must include in their tender:**

a) Information concerning the contractor, including details of experience, training, and staff competencies.

b)) Experience of working with other authorities for example the Council

d) Method statements on minimising safety risk

e) A separate document confirming the costs, including payment terms.

Figures quoted must be the total fixed price, excluding VAT, for the works concerned, including all parts of this ITT. Pricing should be all inclusive of every aspect to deliver and maintain the service for the duration of the contract length. The contractor’s submission should also include a breakdown of the total fixed price to deliver all elements of the specification, into the cost. Unless otherwise stated by the response in the tender document. Financial arrangements will be agreed with the successful contractor. The contractor should conduct all necessary due diligence in advance of submitting their tender as the Council will not accept liability for additional payments.

f) The names and contact details of two referees who have received a similar service in the past 24 months.

Please note that the contractor selected to undertake this contract will have to provide documentary evidence of insurances, health and safety policies, method statements and any relevant training prior to contract award.

In addition, the contractor selected will have to provide a full method statement and risk assessment to demonstrate how the work will be carried out safely.

# Tender conditions

The tender shall provide an irrevocable offer to provide the services. The successful tenderer shall conclude a formal contract with Taunton Town Council which shall embody the tenderer’s offer.

This tender depends on a successful funding application to the Forestry Commission; should the grant be denied, the tender will become null and void.

It is clearly understood that the ITT and the submission of the tender shall not in any way bind the Town Council to enter a contract with the tenderer or involve the Town Council in any financial commitment whatsoever in this respect.

Any interested organisation who directly or indirectly canvasses any member or official of the Council concerning the evaluation of the tender, or who directly or indirectly obtains, or attempts to obtain, information from a member or official concerning any other tender will be disqualified. If at any stage during the process it is discovered canvassing has taken place, that organisation and its tender may be disqualified from the tender process.

# Tenderers responsibilities

The tenderer is responsible for obtaining all information necessary for the preparation of its tender and all costs, expenses and liabilities incurred by a tenderer in connection with the preparation and submission of a tender shall be borne by the tenderer. Each tenderer should satisfy themselves before submission as to the accuracy of the prices and rates and cover all obligations and all necessary information for risks and contingencies which might affect the tender.

# Confidentiality

All information supplied by the Town Council in connection with this ITT shall be treated as confidential by tenderers except that such information may be disclosed so far as is necessary for the purpose of obtaining sureties, guarantees and quotations necessary for the preparation and submission of the Tender.

# Statistics

**Tree numbers**

|  |  |
| --- | --- |
| Victoria | 49 |
| Taunton Green | 59 |
| Leslie Ave | 49 |
| Galmington | 53 |
| Pennys Field | 42 |
| Hamilton | 43 |
| Lyngford | 62 |
| Priorswood football field | 46 |
| **TOTAL** | **403** |

**Assistance with and provision of documents**

The Town Council may ask to see any relevant documentation to support the ITT and should be provided to the Council any requests for documentation / certificates within five working days.

**Please note that the contractor is responsible for supplying of tree purchasing, planting and maintenance of trees to the specification standard.**

**Additional points and overarching conditions**

* The contractor will be responsible for supplying of purchasing, planting and maintaining trees.
* The contractor will be responsible for establishing excellent working relationships with a range of key stakeholders and officers of the Council.
* Tenderers must certify within their tender submissions that they can meet the required timescales.

# Payment

Payment for services to the contractor will be made upon the receipt of a satisfactory VAT invoice and may be made in instalments. Full terms are to be agreed once the contract has been awarded.

The total budget for this tender will not exceed the value of £269,993.88 over three years. Or the price per the purchase, planting and maintenance of a tree are fixed at maximum price £669.96 per tree over three years.

**Trial Pits in grass**

The number of trial pits that will receive funding is capped at 10% of the total number of trees in the tender. There is potential for up to10 trial pits.

Excavate trial pit for services check in grass verge. Pit size 1000mm x 1000mm x800mm. Backfill with topsoil. Where required: abort excavated trial pit due to presence of services backfill with excavated material and reinstate to match existing surface.

Excavate trial pit for services check in grass, backfill with topsoil.

Rate includes contribution toward reinstating aborted pit to match existing surface if required.

Rate: £156.78 per trial.

Total £1,567.80

Grand Total for Contract: £271,561.68

# Force majeure

You may be unable to meet your requirements under the Agreement because of force majeure or exceptional circumstances.

If this happens, you must write to tell us within 30 days from the date on which you (or any person authorised to act for you) identify the issue. You will need to provide evidence in writing to show:

* what has happened
* how the event meant you were unable to meet the scheme rules Force majeure or exceptional circumstances may include, but are not limited to:
* the death or long-term professional incapacity of the Grant Recipient
* a severe natural disaster seriously affecting the holding
* a tree disease affecting part or all of the Grant Recipient’s trees
* Contractor going into liquidation / administration

Expropriation of all or a large part of the holding (provided that the expropriation could not have been anticipated at the time of the application) We will consider the facts to decide whether or not the contractor is relieved of all or part of their obligations under the Agreement, and whether all or part of payment should be withheld or repaid.

If you are aware of the issue when entering into your Agreement, then it is unlikely to fall under force majeure or exceptional circumstances.

# Statement of Non-Canvassing

We hereby certify that we have not canvassed any member, officer, representative or adviser of the Council in connection with this Tender, and that no such person employed by us, or acting/advising on our behalf has committed such an act.

We further undertake that we will not canvass any member, officer, representative or advisor of the Council in connection with this Tender or the proposed award of the Contract, and that no person employed by us, or acting/advising on our behalf will do so.

## Statement of Non-Collusion

We certify that this is a bona fide offer, intended to be competitive, and that we have not fixed or adjusted the amount of the offer in accordance with any agreement or arrangement with any other person (except any subcontractor identified in this offer)

We also undertake that at any time during the tender process, and (in the event of our Tender being successful) while the resulting Contract is in force, we have not, and will not:

1. Enter into an agreement with any other person to the effect that they shall refrain from tendering to the Council, or seeking to fix the amount of any offer submitted by them;
2. Inform any other person than the Council of the details of the submitted Tender, except where such disclosure is essential for insurance purposes, or for any other legitimate legal or regulatory requirements;
3. Cause or induce any other person to enter into such agreement as described in paragraph 1 above; and
4. Commit any offence under either the Competition Act 1998, the Enterprise Act 2002, the Bribery Act 2010, or s117 of the Local Government Act 1972.

*In this certificate, references to a ‘person’ include any person, body, association, or corporate entity, and reference to any ‘agreement’ include any arrangement whether legally binding or not. Words in the singular shall include the plural and vice versa.*

We agree that the Council may rely upon the statements made in this Certificate.

|  |  |
| --- | --- |
| Signed By |  |
| Name(s) |  |
| Position |  |
| For and on Behalf of  | [Insert Organisation Name] |

# Freedom of Information Schedule.

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| --- |
| **NOTE TO SUPPLIERS**Please ensure you fully document on the table below any information submitted as part of this ITT which is considered by the supplier as confidential/commercially sensitive under the Freedom of Information Act 2000 |
|  | To be completed by all Organisations |
| 1. Document Submitted:
 |  |
| 1. Section/Paragraph of document
 |  |
| 1. Specify the information/wording considered to be confidential/ commercially sensitive
 |  |
| 1. Reasons/justifications for information being confidential/commercially sensitive
 |  |
| 1. Timescale which information under (3) shall be confidential
 |  |
| 1. Specify Exemption Confidential or Commercially Sensitive
 |  |