



INVITATION TO TENDER

**For the Grass Cutting and Grounds Maintenance
Contract for Southwater Parish Council**

1st April 2023 to 31st March 2026

Closing date and time for submission of tenders:

30/11/2022, 12:00 hours

EXECUTIVE SUMMARY

Southwater Parish Council owns and operates various open spaces, woodland, leisure and play facilities across the Parish of Southwater.

It is the intention to undertake a grounds maintenance and grass cutting contract for the various maintenance works required in Southwater. The successful contractor will be responsible for carrying out the works to the specification outlined in the documents forming part of the invitation to tender.

KEY DATES

Tenders are to be returned no later than 30/11/2022, 12:00 hours.

Tenders must be delivered by post or hand delivered to:

Executive Officer, Southwater Parish Council,
Beeson House, 26 Lintot Square, Southwater, West Sussex RH13 9LA

Please also include an electronic version of the tender documents by USB data stick, sent via email, or make the files accessible and downloadable with a secure link to a site such as Microsoft OneDrive.

CONTACT FOR THIS PROCUREMENT IS:

Executive Officer, Southwater Parish Council,
Beeson House, 26 Lintot Square, Southwater, West Sussex RH13 9LA
Tel: 01403 733202, Email: enquiry@southwater-pc.gov.uk

DOCUMENTS

1. Invitation to Tender for the Grass Cutting and Grounds Maintenance Contract 2023-2026
2. The Grass Cutting and Grounds Maintenance Schedule 2023-2026
3. Addendum to the Grass Cutting and Grounds Maintenance Schedule 2023-2026
4. Locations 1-20 (27 map files in total)

PART 1

INTRODUCTION, TIMELINE & INSTRUCTIONS FOR TENDERERS

1 INTRODUCTION

- 1.1 Southwater Parish Council ('the Council') invites tenders for the Grounds Maintenance and Grass Cutting Contract for Southwater.
- 1.2 The purpose of this document is to give detailed instruction on the form of Tender to be complied with. Any tenders that do not comply with the requirements set out below may be rejected by the Council.
- 1.3 The sites are either owned by or leased to Southwater Parish Council.
- 1.4 The service and works required for the Grounds Maintenance and Grass Cutting Contract are outlined in the Grass Cutting and Grounds Maintenance Schedule 2023-2026 Excel Workbook, the Addendum to the Grass Cutting and Grounds Maintenance Contract 2023-2026 and the Locations 1-20 (27 map files in total).
- 1.5 The successful tenderer ('the Contractor') will enter a 3-year contract with the Council commencing from 1st April 2023 to 31st March 2026.
- 1.6 The contract will allow for a break clause from 31st March 2024 should services rendered not be satisfactory. Upon completion of year 1 (1st April 2023 to 31st March 2024) notice can be given of three months by Southwater Parish Council to discontinue the contract should work carried out not be to a satisfactory standard as determined by Southwater Parish Council.
- 1.7 The Council does not undertake to accept the lowest, or any, tender submitted.
- 1.8 The Council offers no guarantee that any tender will be recommended for acceptance or accepted and will not be held responsible for any cost incurred in the preparation of any tender.

2 PROCESS AND TIMELINE

2.1 The contract stages are detailed below.

PRE-CONTRACT STAGE	DATE
Issue Invitation to Tender	27 th October 2022
Tender Return Deadline	30 th November 2022
Tender Evaluation	1 st to 14 th December 2022
Contract Awarded / Approval at Full Council	19 th January 2023

GROUNDS MAINTENANCE & GRASS CUTTING CONTRACT	DATE
Date of Commencement	1 st April 2023
Date for Completion	31 st March 2026

2.2 The timetable set out above is intended as a guide only. The Council reserves the right to terminate, amend, or vary the procurement process at any time.

3 INSTRUCTIONS FOR TENDERERS

3.1 These instructions are designed to ensure that all tenders are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified. Please contact The Executive Officer, Southwater Parish Council, Beeson House, 26 Lintot Square, Fairbank Road, Southwater, West Sussex, RH13 9LA, e-mail: enquiry@southwater-pc.gov.uk and telephone 01403 733202. If you have any doubts as to what is required or you have difficulty in providing the information requested. Pre-tender negotiations are not allowed.

3.2 Tender prices must remain valid for 6 months from the submission date. Please advise if this is not possible.

3.3 Incomplete Tender – Tenders may be rejected if the information asked for in the invitation to tender and specification is not given at the time of tender.

3.4 Returning Tender — Tenders should be returned in an envelope clearly marked "**Private and Confidential — Tender Documentation not to be opened until 1st December 2022**". The tender must be delivered to The Executive Officer, Southwater Parish Council, Beeson House, 26 Lintot Square, Fairbank Road, Southwater, West Sussex, RH13 9LA, and delivered by 12:00hrs, 30th November 2022.

3.5 Receipt of Tenders — Tenders will be received up to the time and date stated. Those received before the due date will be retained unopened. It is the responsibility of the Tenderer to ensure that their tender is delivered not later than the appointed time.

- 3.6 Acceptance of Tender — By issuing this invitation the Council is not bound in any way and does not have to accept the lowest or any tender and reserves the right to accept a portion of any tender unless the Tenderer expressly stipulates otherwise in their tender.
- 3.7 Inducements — Offering an inducement of any kind in relation to obtaining this or any other contract with the Council will mean the Council will disqualify your tender from being considered and may constitute a criminal offence.
- 3.8 Confidentiality of Tenders — Please note the following requirement. You may not:
- Tell anyone else what your tender price is or will be before the time limit for delivery of tenders.
 - Try to obtain any information about anyone else's tender before the time for delivery of tenders.
 - Make any arrangement with any organisation about whether or not they should tender, or about their tender price.
- 3.9 Failure to comply with these conditions may disqualify your tender.
- 3.10 Costs and Expenses — You will not be entitled to claim from the Council any costs or expenses which you may incur in preparing your tender whether or not your tender is successful.
- 3.11 Debriefing — Following the award of contract, debriefing will be included in the letter sent to unsuccessful bidders.
- 3.12 Evaluation Criteria — The tender process will be conducted in a manner that ensures tenders are evaluated fairly to ascertain the most economic advantageous tender.
- 3.13 Freedom of Information — The Parish Council is committed to openness and transparency and to meeting its responsibilities under the Freedom of Information Act 2000. Accordingly, all information submitted to the Council may need to be disclosed in response to a request under the Act. If you consider that any of the information included in your tender is commercially sensitive, please identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. You should be aware that, even where you have indicated that information is commercially sensitive, the Council may still be required to disclose it under the Act if a request is received. Please also note that the receipt of any mail marked "confidential" or equivalent by the Council should not be taken to mean that the Council exclude any data of confidentiality by virtue of that marking. If a request is received, the Council may be required to disclose details of unsuccessful tenders.
- 3.14 Tenderers should present their proposals in the following format:
- Section 1 – Table of Contents
 - Section 2 – Management Summary
 - Section 3 – Meeting the Specification
 - Section 4 – Cost and Charging Arrangements

- Section 5 – Declarations, Undertakings and Attachments.
- Section 6 – Risk Assessments, Method Statements, and Insurance.

- 3.15 Conclusions – Whilst every endeavour has been made to give Tenderers an accurate description of the Council's requirements, Tenderers should make their own assessment about the methods and resources needed to meet this requirement.
- 3.16 The Contract will take the form of an exchange of letters based on these conditions.
- 3.17 In the absence of specific direction to the contrary, the Tenderers price must be fully inclusive, including contingency, covering all labour, materials, temporary works, plant, groundwork preparation, overhead charges, and profit, as well as the general liabilities and taxation payable in so far as any is due, obligations and risks described or implied in the tender documents. Costs relating to items which are not priced will be deemed to have been included elsewhere within the Tenderers budget. For the avoidance of doubt the Tender price will also be deemed to cover all contingencies or costs overruns.
- 3.18 In the interests of fair competition if Tenderers discover any anomalies or ambiguities in the bid documents, they are requested to bring them to the Council's attention as soon as possible so that clarification can be provided to all interested bidders.
- 3.19 Should any Tenderer be in doubt as to the interpretation of any part of this ITT, the Tenderer shall submit a request for clarification to the Council.

PART 2

CONTRACT SPECIFICATION

1 GENERAL REQUIREMENTS

- 1.1 The Council is looking for a Contractor that can fulfil the service and works as outlined in the Grass Cutting and Grounds Maintenance Schedule 2023-2026 Excel Workbook, the Addendum to the Grass Cutting and Grounds Maintenance Contract 2023-2026 and the Locations 1-20 (27 map files in total).
- 1.2 The Contractor is to maintain all the designated areas within the timeframes as specified within the documents unless a variation is agreed by the Council in writing due to exceptional circumstances.
- 1.3 If any work is required to trees the Contractor is required to verify with the Local Planning Authority's Tree Officer that no planning permission is required in relation to Tree Preservation Orders or Woodland Orders. If these are required, then it is assumed that the Contractor will apply on behalf of the Council for permission to carry out the works.
- 1.4 Costs – Please give a detailed breakdown of costs (excluding VAT) per each of the 20 locations and 27 map files.
- 1.5 VAT (Value Added Tax)
 - 1.5.1 Please state clearly when submitting prices whether or not VAT will be charged.
 - 1.5.2 Where the contract price agreed between the Council and the contractor is inclusive of any VAT. Further amounts will not be paid by the Council should a vatable supply claim be made at any later stage.
 - 1.5.3 Where the overall contract price is exclusive of VAT, the Council shall pay any VAT, incurred at the prevailing rate (currently 20%). If the VAT rate changes the Council will pay any VAT incurred at the new rate.
 - 1.5.4 It is the responsibility of the Tenderer to check the VAT position with HMRC before submitting a bid.
- 1.6 Warranty and indemnity – The contractor warrants to the Council that the obligations of the contractor under this contract will be performed by properly qualified and trained personnel with reasonable skill, care, diligence and to such high standard of quality as it is reasonable for the Council to expect in the circumstances. The Council will be relying upon the contractor's skill, expertise, and experience for the provision of the service and also upon the accuracy of all representations or statements made and the advice given by the contractor in connection with the performance of the service and the accuracy of any conceived, originated, made or developed by the contractor as part of the contract. The contractor warrants that any goods supplied by the contractor forming part of the service will be of a satisfactory

quality and fit for their purpose and will be free from defects in design, material, and workmanship.

1.7 Submission of Risk Assessments and Method Statements.

2 KEY CONSIDERATIONS

- 2.1 Contractors are advised to visit the various sites to familiarise themselves with the works required and layouts of the sites.
- 2.2 Refer to Grass Cutting and Grounds Maintenance Schedule 2023-2026 Excel Workbook.
- 2.3 Refer to Addendum to the Grass Cutting and Grounds Maintenance Contract 2023-2026.
- 2.4 Refer to the Locations 1-20 (27 maps files in Total).
- 2.5 Tenders received will be subject to evaluation and consideration by a variety of stakeholders.
- 2.6 The successful tenderer ('the Contractor') will enter a 3-year contract with the Council commencing from 1st April 2023 to 31st March 2026.
- 2.7 The contract will allow for a break clause from 31st March 2024 should services rendered not be satisfactory. Upon completion of year 1 (1st April 2023 to 31st March 2024) notice can be given of three months by Southwater Parish Council to discontinue the contract should work carried out not be to a satisfactory standard as determined by Southwater Parish Council.

PART 3

PRELIMINARIES/GENERAL CONDITIONS

Schedule of Contract Conditions (Southwater Parish Council standard conditions, clauses 1 to 36 with supplementary clauses 37 to 39).

Overview

- Clause 1 Southwater Parish Council (hereafter ‘the Council’) places all orders for goods and services under the Terms and Conditions of this document ‘Terms and Conditions of Purchase of Goods and Services’.
- Clause 2 All written communications with the Council shall be addressed to the Executive Officer, Southwater Parish Council, Beeson House, 26 Lintot Square, Fairbank Road, Southwater, West Sussex RH13 9LA.
- Clause 3 Communication by e-mail is acceptable if addressed to enquiry@southwater-pc.gov.uk. However, a transmission of any e-mail that demands electronic acknowledgement of such an e-mail will not be accepted as proof of delivery.

Obligations of Terms and Conditions

- Clause 4 The Contract shall comprise only the Council’s Specification where applicable, the official order, Terms and Conditions of Contracts and these Preliminaries, in that order of precedence.
- Clause 5 The official order addressed to a designated authorized officer (generally the Clerk to the Council) together with these Terms and Conditions, comprise the entire contract between the Council and the Contractor.
- Clause 6 No terms and conditions put forward by the Contractor (including terms relating to hire, lease or loan) shall form part of the contract unless included in the official order.
- Clause 7 Unless the Council expressly agrees in writing, every party shall be governed by these conditions, to the exclusion of all other conditions.
- Clause 8 By taking action against an official order, the Contractor will be deemed to have accepted these Terms and Conditions in their entirety.
- Clause 9 A delivery note stating the price and the order number (if quoted on the official order) must accompany each delivery of goods.

- Clause 10 The price identified in the official order is fixed unless otherwise stated. When referring to the supply of goods, the price includes delivery by the Contractor to the destination(s) stipulated in the official order.
- Clause 11 Property and risk – any goods which pass acceptance by the Council, or, in the case of delivery in instalments, on acceptance of each instalment.
- Clause 12 Goods and services which conform in every respect to the specifications and drawings, samples or descriptions provided shall be to the satisfaction of the Council. If requested by the Council, the Contractor shall supply, free of charge, certified copies of records of inspection and testing to confirm such compliance.
- Clause 13 Without prejudice to any standard required elsewhere in the contract, all goods and services shall conform to any applicable specification or code of practice issued by the British Standards Institution or the International Standards Organization, those current at the date of the proposal.
- Clause 14 In addition to Clause 13, the Contractor warrants (in the case of goods) that the goods are of satisfactory quality and fit for purpose for which it is supplied, (in the case of services) that it will provide the service with reasonable skill, care and diligence.
- Clause 15 All terms implied by statute in a contract relating to this order shall be binding on the Contractor. It shall be the responsibility of the Contractor to deliver the goods to the Council and they shall be at his risk during transit.
- Clause 16 If goods and services do not comply with the official order, or any condition of the contract are not complied with, or it is clear that the Contractor will not be able to perform his part of the contract, then, without prejudice to any other rights or remedies the Council may have, it may (at its discretion) reject the goods or services (or part of them) and/or cancel the official order (or part of it) by giving written notice to the Contractor to cancel the supply of goods or services, replace or rectify the goods or services to the Council's satisfaction, or carry out, at the Contractor's expense such work as may be necessary to make the goods or services comply with the contract.
- Clause 17 The supplier shall, free of charge, immediately repair or replace (as the Council shall elect) goods which failed to arrive, are damaged or not fit for purpose following which the Contractor shall forthwith repay to the Council any money paid by it for rejected goods or services.
- Clause 18 The Contractor shall comply with Council policies, i.e., Council terms, and particularly any that are brought to their specific attention, e.g., procedures as to goods, etc.
- Clause 19 The Contractor shall not sub-contract the official order or any part of it without the prior written consent of the Council

- Clause 20 The Council would cancel this contract and recover from the Contractor any loss resulting from such cancellation if the Contractor or any person acting on his behalf shall have offered, given or agreed to give any officer or member of the Council any gift or consideration of any kind as an inducement or reward in respect of the contract, or shall have committed any offence under the Prevention of Corruption Act 1889 to 1916 or Section 117 of the Local Government Act 1972.
- Clause 21 The Council may cancel this contract if the Contractor becomes bankrupt or insolvent.
- Clause 22 The Contractor shall be liable for and it indemnifies the Council, its employees, agents or contractors against all proceedings, liabilities, loss, damage, claims, costs and expenses whatsoever arising, directly or indirectly, out of or in the course of or in connection with the supplies supplied or value of said goods or provision or value to provide services. The Contractor shall maintain insurance policies containing an indemnity to principles clause with a reputable insurer to cover such liability and it should provide evidence of this if so requested by the Council.
- Clause 23 The Contractor shall not infringe an intellectual property right of any third party.
- Clause 24 The intellectual property rights not in specifications information instructions, plans, drawings, patterns, models, designs whatever material made valuable to the Contractor by the Council or obtain on the Contractor in connection with the contract shall remain vested solely in the Council and intellectual property rights in anything arising out of the supply shall be based in the Council.
- Clause 25 The Contractor shall comply with all applicable legislation, including, but not limited to, the Health and Safety at Work Act 1974, Race Relations Act 1976, Sex Discrimination Act 1975, and the Disability Discrimination Act 1995, the Human Rights Act 1998, General Data Protection Regulations 2018, or any statutory modifications or renegotiations thereof.
- Clause 26 The Council must protect the public funds it handles and therefore it may use the information the Contractor gives relating to this order (e.g. invoice) to prevent and detect fraud. It may also share this information for the same period with other organisations which handle public funds.
- Clause 27 Subject to Clause 28, the parties, their employees and agents, shall keep same and not disclose any information provided in confidence, without the prior written consent of the other parties, except as may be necessary for the performance of the contract. The deed of confidentiality shall not apply to any information (i) in the possession of the party concerned, without restriction as its disclosure before receiving it from the disclosing party or (ii) received from a third party who lawfully claimed it and who is under no obligation restricting its disclosure; (iii) has or becomes public knowledge (otherwise than by breach of this clause) and (iv) liable to disclosure under the Freedom of Information Act 2000 or any other legislation.

- Clause 28 The Contractor shall assist and co-operate with the Council to enable it to comply with the obligations under both the General Data Protection Regulations 2018 and the Freedom of Information Act 2000 respectively.
- Clause 29 The Contractor shall confirm that it is fully compliant with the General Data Protection Regulations 2018 providing a copy of the Company's ICO Registration, and once any contract is let must ensure that all personal data is redacted if such material is retained by the Contractor.
- Clause 30 If either the Council internal or external auditors investigates the contract, the Contractor shall provide such information, access and co-operation as this person may reasonably require.

Financial Conditions

- Clause 31 The Contractor shall deliver a detailed invoice as soon as possible after acceptance of the goods or services, unless otherwise specified in the official order.
- Clause 32 Invoices will usually be paid within thirty days of receipt.
- Clause 33 Payments are generally only made once a month.
- Clause 34 If provided on the official order, the Contractor must quote the order number(s) on the invoice. Failure to do so may incur a delay in payment.
- Clause 35 Under no circumstances will a deposit or other preliminary payment be made.
- Clause 36 If written in writing, such payments may be made against specifically identified projects, or service milestones.

Supplementary conditions

- Clause 37 Employer's and Public Liability insurance shall have a limit of indemnity of not less than £10 million (Ten million Great British Pounds).
- Clause 38 The Freedom of Information Act 2000 came into force for local authorities on 1st January 2005. It affects all information held by local authorities. It is a matter of law and local authorities cannot contract out of it. The Council currently expects the position as to what information may be accessible to the public, to be as follows. However, it can give no guarantee that this will continue to be the case, as the legislation develops and as the Information Commissioner issues decisions in this area. Nor can the Council give any commitment that it or other Customers may not be required or feel obliged to make information available to the public or to withhold it on some other basis. By submitting your tender, you are taken to accept this.

Information	How it is Treated
Tender Submissions	Will be treated as publicly inaccessible at least until the successful tenderer has exchanged letters with the Council to confirm the Contract.
Identity and Amount of Tenders	The identity and amount of the successful and unsuccessful tenderers will become publicly accessible only after award. Tenderers will continue to have their existing rights to know details about their own tender, but not of others.
Trade secrets and other information that is genuinely commercially confidential	The Council is obliged not to disclose information that is genuinely confidential (such as the formula for making a particular product). However, the Information Commissioner has made it clear that this cannot be used as a blanket justification for refusing access, and that council's may not agree to treat information as confidential unless there is a really strong justification for doing so.

Clause 39 The contract will be terminated if the contractor or anyone on its behalf bribes or tries to bribe anyone in connection with any contract or commits an offence under the Prevention of Corruption Acts 1889-1916. The Council takes these issues very seriously. It encourages all Contractors, tenderers or for that matter anyone else, to contact it if any Councillor, employee or other Contractor, tenderer or potential tenderer approaches them and either attempts to engage them in any such activity or infers that they could do so. Hence, you should not attempt to canvass any Member or Officer of the Council about your tender or try and obtain confidential information relating to the tendering process from anyone associated with the Council or from any other past or present contractor to the Council. If you do so your tender is likely to be rejected.

PART 4

DECLARATION OF INFORMATION TO BE PROVIDED BY THE TENDERER

1. *(Name of Tenderer)* _____ declares that it accepts the Council's Standard Terms and Conditions included within the Invitation to Tender and documents herewith referred to as the basis of the contract; and

2. Declare that we have not communicated to any other party the amount or approximate amount of the tender price other than in confidence and for the express purpose of obtaining insurance or a bond in connection with this tender. The tender price has not been fixed nor adjusted in collusion with any other third party; and

3. Declare that the tender will remain valid until *(insert date)* _____ and that we are not entitled to claim from the Council any costs or expenses incurred in preparing the tender or subsequent negotiations, whether or not the tender is successful.

Signed on behalf of the Tenderer _____

Full Name _____

Position _____

Date _____

UNDERTAKING

The Council requires all Tenderers to make full and frank disclosure to the Council in the form of a signed undertaking in respect of any or all of the following:

- (a) Any state of bankruptcy, insolvency, winding up, administration, receivership composition with creditors or any analogous state of relevant proceedings;
- (b) Any convictions for a criminal offence committed by the Tenderer (or if a company, by its officers or any representative of the company).
- (c) Any case of grave misconduct committed by the Tenderer (or if a company, by its officers or any representative of the company) in the course of their business.
- (d) Any failure by the Tenderer (or if a company, by its officers or any representative of the company) to fulfil their obligations relating to payment of Social Security contributions.
- (e) Any failure by the Tenderer (or if a company, by its officers or any representative of the company) to fulfil their obligations relating to payment of taxes.

Signed on behalf of the Tenderer _____

Full Name _____

Position _____

Date _____