
Tender for the Maintenance of Public Amenity Areas



Tender for the Maintenance of Hayle Public Amenity Areas

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TENDER PROCESS INSTRUCTIONS

- 1 **Summary.** Hayle Town Council ("the Council") wishes to tender the supply of maintenance services to a number of public amenity areas around the town of Hayle and this document sets out the requirements, timetable and process for the procurement of services along with details of the information required to be submitted in order to be considered for the contract.

The Council is aware that this one combined contract may not be in the best interests of the Council depending on tenders received and therefore interested parties may tender for individual elements of the works if they wish, but should be aware that these tenders will be at a disadvantage when compared with tenders that encompass all the roles required.

- 2 **Timescales.** The contract will commence on 1st April 2023 and run for a period of 4 (+1+1) years with a break clause at the end of the first year able to be exercised by the Council upon two months' written notice, if the chosen contractor is not performing to the level expected. At the end of the 4 year term, if the contract is proceeding successfully, it may be extended for up to a further 2 years by confirmation in writing by the Council.

- 3 **Contract Award.** Entering into the contract is subject to the formal approval process of the Council and the successful provider will be expected to enter in to a contract substantially in the form found at Appendix D. Once the Council has reached a decision in respect of the contract award the Council will notify all tenderers of that decision as soon as is practicably possible. It would be expected that the instruction will refer back to the tender document and the contractor's response. Any responses provided by the contractor are liable to be incorporated within the contract terms.

- 4 **Tender Timetable.** Completed tenders must be returned along with all supporting documents addressed to The Clerk, Hayle Town Council c/o Savills, 73 Lemon Street, Truro TR1 2PN to be received no later than **9am on 16th January 2023**. Tenderers must provide 1 x paper copy and are requested to also provide 1 x electronic version supplied on CD or memory stick. Tender documents must be sealed in a plain envelope with **Maintenance of Hayle Public Amenity Areas Tender** written clearly in the top left corner. The envelope shall not show any name or any other mark (e.g. postal or franking devices on the envelope) by which the tenderer can be identified.

Tenderers should note that this is a timetable and may be subject to change. Any changes will be communicated to all known tenderers as soon as possible.

- 5 **Clarifications.** Any clarification questions related to the tender process or tender documents should be submitted by email to mgreet@savills.com by 5.00pm on Wednesday 4 January 2023. All questions submitted by email and/or raised during the Provider Information Day will be collated, responded to and shared with all prospective providers by email and also published on the Town Council website, as well as on Contracts Finder and Find a Tender. As such, it will be the tenderers' responsibility to ensure that they make reference back to the clarifications to obtain any updated information. Late requests may be replied to at the Council's discretion. The Council will not be obliged to comply with any such request and does not accept liability or responsibility for failure to provide any information requested.

- 6 **Provider Information Day.** The Council will host an information day on the 4th January 2023. Any interested tenderer can attend, meeting at 10am at the Hayle Swimming Pool Car Park, King George V Memorial Walk, Hayle TR27 5AA. All sites will be visited, and tenderers will have a chance to raise any queries that they may have. Any tenderer

wishing to attend should register their attendance with Michael Greet (mgreet@savills.com) no later than 9am 23rd December 2022.

- 7 **Sub-Contracting Arrangements.** The Council recognises that the tenderer may be a collaboration of organisations and this does not preclude a single organisation submitting a response on behalf of such a consortium. For tenderers who are lead contractors and intend to sub-contract part of the work, the lead contractor will be required to enter into the contract with the Council and take all legal responsibility for the obligations under such contract. All correspondence in relation to the tender process will be sent to the lead organisation only.
- 8 **Tender Evaluation.** The tender will be evaluated based on a pass/fail basis for certain aspects and a scoring mechanism on other parts, further details are outlined on the Tender Return document. The scoring is designed to assist the Council in determining the most appropriate contractor to instruct but the scoring result will not be binding on the Council. The Council does not wish to award the contract based solely on who can best complete a tender document. The Council will wish to ensure that the work is carried out in a suitable manner, both in terms of carrying out the work on the ground and also interaction and communication between the contractor and the Council. As such the Council reserves the right to award the tender to a party who has not scored the highest on the above marking schedule but who is deemed able to provide the best overall service to the Council. The Council is not bound to accept any tender.
- 9 **Interviews/Presentations.** It is not envisaged that tenderers will be required to prepare and deliver a presentation but after the initial assessment of tenders, the Council may wish to interview a selected shortlist and contact will be made at an appropriate time once this has been decided.
- 10 **Contract Terms.** By submitting a tender, tenderers are agreeing to be bound by the terms of this tender document without further negotiation or amendment and enter in to a contract substantially in the form found at Appendix D..
- 11 **De-Brief.** Unsuccessful tenderers may request a de-brief as to why their tender was not successful which will be provided by the Council as soon as practicably possible.
- 12 **Hayle Town Council Rights.** The Council reserves the right to:
 - Seek clarification or additional documents in respect of any tenderer's submission.
 - Disqualify any tenderer that does not submit a compliant tender in accordance with instructions or submit a tender that is vague or incomplete.
 - Evasive, unclear or hedged tenders may also be discounted at the Council's discretion.
 - Withdraw this tender at any time or to re-invite tenders on the same or any alternative basis.
 - Choose not to award any contract as a result of the procurement process.
 - Make whatever changes it sees fit to the timetable, structure or content of the procurement process depending on approvals, processes or any other reason.
- 13 **Warranties & Disclaimers.** While the information contained within this tender documentation is believed to be correct at the time of issue, tenderers should not rely on the information and should carry out their own due diligence checks and verify the accuracy of the information. Neither the Council, advisors nor any other awarding authority will accept any liability for its accuracy, adequacy or completeness nor with any express or implied warranty be given. This exclusion extends to liability in relation to all information including any statement, opinion or conclusion contained in, or any omission

from, this tender including its Appendices and in respect of any other written or verbal communication transmitted or made available to any tenderer.

- 14 **Costs.** The Council will not be liable for any bid costs, expenditure work or effort incurred by a tenderer or any third party acting under instructions from them in proceeding with or participating in this procurement including if the procurement process is terminated or amended by the Council.
- 15 **Confidentiality of Data.** The Council will ensure that the information and data provided by tenderers is kept strictly confidential and only utilised for the assessment of this tender. Once the tender process has been successfully concluded, any commercially sensitive data should be alerted to the Council who will destroy such documentation as required.

CONTRACT INSTRUCTIONS

- 16 **Properties.** The following properties are to be included within the contract.

1. King George V Memorial Walk
2. Hayle Recreation Ground
3. Station Hill Gardens
4. Millponds
5. The Plantation
6. Hayle Open Air Swimming Pool
7. Hayle Community Centre
8. Allotments
9. Beach Access
10. Specified roads - weed spraying
11. Footpaths
12. Library
13. Cemetery

Plans of the properties along with the extent of the public highway and public rights of way network included in the contract are detailed on plans found at Appendix B. It should be noted that 2 roads to be included under the public highway spraying role are not shown on the plans but these are detailed under the detailed specification in Appendix A.

- 17 **Scope of Works.** The following works are intended to be included within the tender documentation.

1. Grass Cutting
2. Hedge/Shrub Trimming
3. Wall Vegetation Clearance
4. Leaf/Debris Clearance
5. Weed Spraying
6. Tree Inspection & Maintenance
7. Playground Equipment Safety Checks
8. General Property Safety Checks

- 18 **Specification of Works.** The specification of works is found at Appendix A and the contractor will be responsible for carrying out all the functions detailed within the specification together with all other services ancillary to these and consistent with the contractor being responsible for maintaining the properties in a suitable condition as stated within the specification.

19 **Working Hours.** The contractor shall not perform the services at any location outside the hours of 8am to 8pm. There are no restrictions as to the days of the week that work can be carried out. In addition, the contractor will not use noisy equipment such as leaf blowers and lawn mowers before 9am where they are likely to cause a disturbance to neighbouring residential properties. For the avoidance of doubt, where any dispute arises as to whether equipment is noisy, the decision of the Council shall be final. These hours may be varied in the event of an emergency or by obtaining prior permission from the Council.

20 **Access.** Access to the properties to be maintained is restricted by the size of vehicle / machine that can be used. It is the responsibility of the contractor to acquaint themselves with the access to each location and any other problems affecting access relating to all properties. The contractor shall avoid, where possible, vehicle encroachment onto grass and other areas except where vehicle encroachment is absolutely necessary for the effective performance of the contract. In any event, the contractor shall not encroach onto such areas during excessively wet ground conditions.

Any damage caused by encroachment onto the grass and other areas by the contractor's vehicles shall be made good at the contractor's expense and within time limits as specified by the Council.

21 **Safety, Health & Welfare.** The contractor should ensure that all activities are carried out in accordance with existing Health, Safety and Welfare regulations, in particular, but not limited to, the following:

- Construction (Design and Management) Regulations 2015
- Control of Substances Hazardous to Health Regulations (COSHH) 2002
- Health and Safety (Consultation with Employees) Regulations 1996
- Health and Safety at Work etc Act 1974
- Lifting Operations and Lifting Equipment Regulations (LOLER) 1998
- Management of Health and Safety at Work Regulations 1999
- Provision and Use of Work Equipment Regulations (PUWER) 1998
- Work at Height Regulations 2005

The successful contractor will be required to satisfy the Council's Health & Safety advisor as to the knowledge, understanding and compliance with these regulations (submitting specific risk assessments) and will be required to hold an annual Health & Safety review. Spot checks may be carried out by the H&S consultant whilst work is being carried out. Machinery should be operated by suitably qualified and experienced workers who should wear the required personal protective equipment (PPE) at all times.

The contractor should inform the Council of any unsafe feature or any matter of cause of public concern at any location at which the services are being provided. The contractor shall confirm these details in writing (preferably email) to the Council within 24 hours of becoming aware of them.

22 **Accident Reporting.** In the event of a near-miss, accident or dangerous occurrence, the contractor will prepare a report which is to be sent to the Council within 48 hours of the occurrence.

23 **Traffic Control.** The contractor is to satisfy themselves as to, and comply with, all legal requirements affecting the provision of services and, in particular but without limitation, with regard to the control of traffic and the conduct of persons and shall pay any costs or expenses incurred in complying therewith.

- 24 **Precautions to Prevent Nuisance.** The contractor shall take all reasonable precautions to prevent any trespass on adjoining property by staff, plant and materials under their control and prevent nuisance from water, smoke, noise, dust, rubbish, fumes, pesticides and other elements during the provision of this service under the contract.
- The contractor shall take all reasonable precautions during the carrying out of any service under this contract to prevent damage to adjoining property and shall be held responsible for any damage resulting from the services and shall make good such damage at their own expense.
- 25 **Protection of Public & Private Services.** The contractor shall protect, uphold and maintain all pipes, ducts, sewers, service mains, overhead cables and the like during the carrying out of the services.
- The contractor shall not interfere with the operation of the existing services such as gas, water, electricity, telephones, buried cables or sewers, drains and road side ditches without permission of the Council and in the case of services of statutory authorities and private owners without their permission, and shall ascertain and mark the location of services which have the potential to be interfered with during the carrying out of the services.
- Any damage to mains or private services shall be notified immediately to the Council. Following instruction from the Council, the contractor shall, without delay, make good any damage due to any cause within their control, at their own expense and pay any costs and/or charges in connection therewith.
- 26 **Cleaning Roads & Footpaths.** The contractor shall take all necessary measures to prevent the deposition of mud and debris on both private and public roads and footpaths and shall keep the approaches of any location clear of mud and debris. The contractor shall take all reasonable precautions to prevent other materials arising from the services being deposited on existing roads, including the covering of loose materials and open vehicles being secured with suitable ropes and covers.
- 27 **Prevention of Pollution.** The contractor shall take all reasonable precautions to prevent pollution of the atmosphere, waterways, rivers, seas and the properties by discharge of deposits of liquids, solids or gases and will be held responsible for any damage caused by such discharge or deposit. The cost of rendering harmless or removing the discharge or deposit will be borne by the contractor.
- 28 **Tools & Plant.** The contractor shall provide all tools, plant, vehicles, implements and machinery necessary for the proper execution of the services and clear away on completion. Plant and tools should at all times be used in the correct manner and for the correct purpose. All plant and tools shall be provided with the correct guarding and safety devices shall always be used when operating tools and/or plant. Any plant and tools shall be satisfactorily maintained and records of maintenance shall be made available for inspection. All contractor's equipment shall be self-powered.
- 29 **Materials.** All vehicles, materials, equipment and chemicals to be used in connection with the provision of the services shall be supplied by the contractor and included within their rates.
- 30 **Reinstatement of Damage.** The contractor shall repair/replace any equipment, property, trees, shrubs or damage to grass at any location as a result of the contractor's operations. Reinstatement of the damage shall be to the satisfaction of the Council and entirely at the contractor's expense. This includes for any damage caused by cutting with inappropriate machinery or at inappropriate times and any damage caused by herbicides.

- 31 **Inclement Weather.** The contractor shall perform the work required under the contract regardless of weather or climatic conditions. In adverse weather conditions, the contractor may seek the Council's approval to suspend all or any part of the services for the period during which the adverse weather conditions continue. Any suspension to be given at the Council's discretion unless for reasons of safeguarding health, safety or welfare.
- 32 **Provision of Advice.** The contractor is required to provide general advice and recommendations to the Council e.g. damage to property, hazards that present themselves during the contract, drawing their attention to plants which are deceased or works which may improve the Council owned property and provide greater benefit to the local residents.
- 33 **Invasive Weeds.** The contractor is to ensure that all workers are able to distinguish invasive weeds (in particular Japanese Knotweed) and if they are noted, to cease work in this area immediately, inform the Council and ensure appropriate action is taken and the weeds are not spread around the properties. If invasive weeds are spread about the properties due to the inability of contractors being able to identify and manage such plants, eradication of the weeds will be carried out at the contractor's expense.
- 34 **Flower Beds & Tended Areas.** The Council employs a gardener who is responsible for all areas of flower beds and manicured areas. Within the properties subject to this contract, there are areas of flower beds and these are not included within the contract but are the responsibility of the gardener to maintain. It is expected that the contractors will have a close and positive working relationship with the gardener and it may be that the gardener wishes the contractor to undertake additional ad hoc work under their instruction. There is no obligation or commitment that this work will be provided and this will be instructed under a completely separate contract, subject to rates and terms agreed at the relevant time but expected to be based on the hourly rates requested at the end of the Tender Return document.

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APPENDIX A

Specification of Works

APPENDIX A – SPECIFICATION OF WORKS

Property Maintenance Specification

- **Grass Management**

- Grass to be cut to a uniform height as often as required to ensure the sites are maintained in a neat and tidy condition, appropriate for their use.
- It is expected that cutting will take place fortnightly between March and October and monthly between November and February (estimated, but not limited to, 22 times per year), however the contractor shall adapt grass cutting operations as may be necessary to suit prevailing climatic and soil conditions and the rate of grass growth.
- Areas unable to be mown, such as adjacent to obstacles, are to be cut by strimmer.
- When strimming around metal or wooden posts care must be taken to ensure that there is no damage to painted or galvanised metals and that wooden posts are similarly protected.
- Other than where noted in the site specific comments, all cuttings are to be collected, removed from site and disposed of in line with current regulations. Waste transfer notices and details of disposal to be provided to Hayle Town Council on request.
- Areas with bulbs/wild flowers e.g. banks, grass to be left uncut during flowering and then reduced in height gradually over several cuts (having due regard to nesting birds) after flowering to allow grass to recover.
- Removal and disposal of heavy falls of leaves, debris and litter to take place prior to cutting, any shredded material will be removed immediately after mowing.
- The grass to be cut to a uniform height with no balding, skidding or damage to the ground caused by fast turns.
- Damage caused to the ground by mowing is to be repaired by the contractor.
- Use of mowers and equipment appropriate to the site location and restrictions.
- Cutting shall be deferred by agreement with the Council whenever weather conditions are such that it is not possible to cut the grass or gain access to it without damaging the grass, the ground surface, and the contours and levels of the ground.
- All grass management to be carried out to the satisfaction of Hayle Town Council. Failure to meet these standards will be rectified within 48 hrs of notification to the contractor.

- **Leaf/Debris Clearance**

- In autumn months (October - December) the grassed and hard surfaced areas should be kept clear, anticipated to be carried out monthly.
- Heaps of leaves to be removed on the same day as collection.
- Removal of fallen twigs/branches to be included.
- All debris to be collected, removed from site and disposed of in line with current regulations. Waste transfer notices and details of disposal to be provided to Hayle Town Council on request.

- **Hedge/Shrub Trimming**

- The contractor to ensure a neat and tidy appearance with a straight level surface along tops, sides and ends.
- Clippings to be removed from hedge/shrub and hedge/shrub base raked free of all clippings, litter, leaves and debris.
- All cuttings to be collected, removed from site and disposed of in line with current regulations. Waste transfer notices and details of disposal to be provided to Hayle Town Council on request.
- The contractor will cut all hedges with hand shears or mechanical cutters. No side arm flail machinery is allowable on any site. At all times all hedge cutting machinery should be sharp enough to achieve a clean cut.
- Where existing hedges are not uniform the hedge should be cut in such a way as to encourage uniformity to develop.
- As a guide, hedge/shrub/wall trimming will be required between May and November. The frequency will vary depending on the exact location/climate/species.
- Care is to be taken during the bird nesting season (Feb-August) and the contractor to comply with Section 1 of the Wildlife and Countryside Act of 1981.

- **Wall Vegetation Clearance**

- Walls to have vegetation removed if present and possible to remove without damaging the masonry.
- Vegetation to be removed by hand or by spraying, or combination of the two without compromising the structural integrity of the wall.
- Damage sustained to walls in the course of carrying out the clearance is to be alerted to the Council immediately and repaired by the contractor. Due to the historic/protected status of some of the walls, the contractor to follow the Council's instructions in relation to any repair work.
- If removal of vegetation is likely to damage a wall, the contractor will first alert Hayle Town Council and appropriate action agreed.
- It is expected that this clearance work would take place twice yearly.
- All vegetation to be collected, removed from site and disposed of in line with current regulations. Waste transfer notices and details of disposal to be provided to Hayle Town Council on request.

- **Weed, Moss and Algae Control on Hard Surfaces**

- The contractor to ensure hard surfaces to be free of all weeds, mosses and algae.
- The Council would prefer this to be removed without the use of herbicides and your approach to clearing weed, moss and algae is sought in the detailed part of the tender.
- If applicable, application of appropriate herbicide as required and in line with manufacturer's recommendations.
- Prevention of unintentional application to surrounding areas.
- Application only during suitable weather conditions to ensure effective application, expected to be of particular importance in May/June for weeds/vegetation and in Oct/Nov for mosses and algae.
- Application to be repeated at the contractor's expense if initial application is not effective.

- Handling, transportation and use of chemicals in line with regulations as at time of the application.
- **Tree Safety Management**
 - Annual (or as frequently as recommended by the arboricultural surveyor) formal safety inspection of all trees that present a potential hazard to users of the amenity areas or neighbouring property and roads.
 - Inspection to be carried out by suitably qualified and experienced arboricultural surveyor.
 - Provision of report with full description of individual trees (tree groups if appropriate), clear identification of risk level posed by tree, along with recommended remedial work to be carried out, if required.
 - Accurate mapping showing location of each tree, along with tagging of trees as appropriate to allow easy identification of the tree.
 - Post storm informal inspections after weather events that have resulted in weather warnings (of any severity) being issued by the Met Office and/or for moderate or high winds that might occur. Inspection to be carried out within 24 hours of the moderate/high wind event. Formal inspections of any trees that appear to have been damaged by the weather event.
 - Management in line with the HSE publication *Management of the risk from falling trees or branches* and as updated in the future.
 - All the properties owned by Hayle Town Council are designated as Zone 1 – frequent public access to trees.
 - All cuttings to be collected, removed from site and disposed of in line with current regulations. Waste transfer notices and details of disposal to be provided to Hayle Town Council on request.
- **Playground Safety Inspections**
 - Weekly routine playground inspections noting basic condition of the equipment, obvious faults due to recent vandalism, or breakages along with cleanliness of the playground.
 - All inspections to be recorded on a simple sheet or book, as recommended by the equipment supplier, to be provided to Hayle Town Council quarterly or on request.
 - Annually, to remove shrink-wrapped nuts, bolts, threaded fastening and other tightening parts from the play equipment, inspect and re-fix with shrink-wrap in accordance with manufacturer's requirements.
- **Safety Inspections**
 - Monthly basic checks of fencing, barriers etc. as noted to ensure they are in a sound and functioning condition.
 - All inspections to be recorded on a simple sheet or book, to be provided to the Hayle Town Council quarterly or on request.
 - Notification to Hayle Town Council within 24 hours of any defects/damage noted.

Site Specific works and comments

1. King George V Memorial Walk

Task	Required	Comments
Grass Management	Yes	To include full area of grass on verge with Copperhouse Pool.
Leaf/Debris Clearance	Yes	As required, throughout.
Hedge/Shrub Trimming	Yes	As required.
Wall Vegetation Clearance	No	
Weed, Moss and Algae Control on Hard Surfaces	Yes	Care to be taken on gravelled area to the north of the roadway to avoid accidental damage to formal garden area and flower beds. Liaison required with gardener prior to works taking place and works to be supervised by gardener if required. To include steps/slipway to Copperhouse Pool.
Tree Safety Management	Yes	To exclude trees on bank to the north of the property that fall outside of the ownership plans contained in the appendix.
Playground Safety Inspections	No	
Safety Inspections	No	

2. Hayle Recreation Ground

Task	Required	Comments
Grass Management	Yes	As required. Regular cutting of sports pitch areas (fortnightly) is of particular importance. Additional care is to be taken when cutting around the artificial surfaces.
Leaf/Debris Clearance	Yes	
Hedge/Shrub Trimming	Yes	
Wall Vegetation Clearance	Yes	To include entrance gateway.
Weed, Moss and Algae Control on Hard Surfaces	Yes	Include tennis courts, skate park and playground areas.
Tree Safety Management	Yes	
Playground Safety Inspections	Yes	New equipment installed Dec 2015. Hayle Town Council to provide details of manufacturer and installation. Inspection of fence adjacent to retaining wall on northern boundary to be included.
Safety inspections	Yes	Fencing on northern boundary.

3. Station Hill Gardens

Task	Required	Comments
Grass Management	Yes	No grass but ground vegetation to be kept under control, whilst protecting specimen plants.
Leaf/Debris Clearance	Yes	
Hedge/Shrub Trimming	Yes	Hedge visible to public using station and will need regular maintenance.
Wall Vegetation Clearance	Yes	Boundary wall, only clear side of gardens.
Weed, Moss and Algae Control on Hard Surfaces	Yes	Around base of benches only.
Tree Safety Management	Yes	
Playground Safety Inspections	No	
Safety Inspections	No	

4. Millpond

Task	Required	Comments
Grass Management	Yes	To include grass verge areas underneath metal fencing surrounding pond. Grass areas extend up to and including the pond edge – weeds/scrub/brambles/shoots on pond edge to be removed and area kept neat and tidy. Cuttings do not need to be collected and removed from site but must not be left heaped in piles.
Leaf/Debris Clearance	Yes	Grassed areas and paths only.
Hedge/Shrub Trimming	Yes	Alongside public highway and footpaths.
Wall Vegetation Clearance	No	
Weed, Moss and Algae Control on Hard Surfaces	Yes	Seating area by Foundry Hill and under fencing between Foundry Hill/pond and viewing platform.
Tree Safety Management	Yes	
Playground Safety Inspections	No	
Safety Inspections	Yes	Barrier and life ring inspections to be included. Metal barriers alongside Millpond Avenue.

N.B. The Millpond is a natural wetland/woodland area and so the management is focused on the grassed areas alongside Millpond Avenue and Foundry Hill. The woodland area is designed to be a natural, un-manicured environment. Note the boundary of the site which does not include the path that runs alongside the eastern side of the ponds – the boundary is the straight stone wall.

5. The Plantation

Task	Required	Comments
Grass Management	Yes	To include the banks between terraces with re-establishment of

		grass banks. Banks to be cut prior to February in each year to avoid bird nesting. To include the roadside verge at the eastern end of elevated pathway. Cuttings do not need to be collected and removed from site but must not be left heaped in piles.
Leaf/Debris Clearance	Yes	As required, throughout.
Hedge/Shrub Trimming	Yes	Not to include the roadside Hydrangea.
Wall Vegetation Clearance		To include all large retaining walls and roadside walls, particularly adjoining B3301 removing all vegetation without compromising the structural integrity of the wall.
Weed, Moss and Algae Control on Hard Surfaces	Yes	Removing all vegetation without compromising the structural integrity of the wall.
Tree Safety Management	Yes	To include trees on top and roadside of hedgebank that runs between property and agricultural field.
Playground Safety Inspections	No	
Safety Inspections	Yes	Fencing and signage alongside top of walls.

6. Hayle Open Air Swimming Pool

Task	Required	Comments
Grass Management	Yes	
Leaf/Debris Clearance	Yes	
Hedge/Shrub Trimming	Yes	If required.
Wall Vegetation Clearance	No	
Weed, Moss and Algae Control on Hard Surfaces	Yes	Co-ordination with pool staff required to ensure timing of works and safety and that any herbicides (undesired) do not runoff into pool.
Tree Safety Management	No	
Playground Safety Inspections	No	
Safety Inspections	No	

7. Hayle Community Centre

Task	Required	Comments
Grass Management	Yes	Cuttings collected or left but finely spread and not in heaps.
Leaf/Debris Clearance	Yes	
Hedge/Shrub Trimming	Yes	
Wall Vegetation Clearance	Yes	
Weed, Moss and Algae Control on Hard Surfaces	Yes	
Tree Safety Management	Yes	
Playground Safety Inspections	No	
Safety Inspections	No	

8. The Allotments/Cemetery

Task	Required	Comments
Grass Management	Yes	Entrance splay, verges and hedgebank. Once yearly (July/Aug) to cut the area of grass on the right hand side (cemetery now in operation) immediately on entering the site. Cuttings must be collected (or spread very finely) and removed from site and must not be left heaped in piles.
Leaf/Debris Clearance	Yes	Roadway/parking area only, not allotments.
Hedge/Shrub Trimming	Yes	Small section only.
Wall Vegetation Clearance	No	Cornish bank on roadside is to be cut under grass management.
Weed, Moss and Algae Control on Hard Surfaces	Yes	Roadway/Parking/Entrance only.
Tree Safety Management	Yes	Trees on northern boundary
Playground Safety Inspections	No	
Safety Inspections	No	

9. Beach Access

Task	Required	Comments
Grass Management	No	
Leaf/Debris Clearance	Yes	Unlikely, but required if blockage noted.
Hedge/Shrub Trimming	No	
Wall Vegetation Clearance	Yes	If required.
Weed, Moss and Algae Control on Hard Surfaces	Yes	
Tree Safety Management	No	
Playground Safety Inspections	No	
Safety Inspections	Yes	Monthly checking of barriers/fencing. Post storm inspection to check for fallen rocks and for damage to barriers when high seas forecast or occur

10. Ventonleague Green

Task	Required	Comments
Grass Management	Yes	4 cuts per year required only.
Leaf/Debris Clearance	Yes	
Hedge/Shrub Trimming	Yes	
Wall Vegetation Clearance	No	
Weed, Moss and Algae Control on Hard Surfaces	No	
Tree Safety Management	Yes	
Playground Safety Inspections	No	

Safety Inspections	No	
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11. Hayle Town Library and Information Service

Task	Required	Comments
Grass Management	Yes	
Leaf/Debris Clearance	Yes	
Hedge/Shrub Trimming	Yes	
Wall Vegetation Clearance	Yes	
Weed, Moss and Algae Control on Hard Surfaces	Yes	
Tree Safety Management	No	
Playground Safety Inspections	No	
Safety Inspections	Yes	Railings; structures.

General Amenity Works Specification

- **Public Highway Weed Removal**
 - Twice yearly removal of weeds and vegetation on all kerbs, road edges and drain/manhole covers along with all pedestrian surfaces.
 - Total distance 28011m approx.
 - Specification to be agreed with the contractor (see section 9.9)
 - If use of herbicides:
 - spray 1 typically in May/June, spray 2 typically in Sept/Oct
 - Spraying of road surface not to be included, but any major vegetation growth identified should be removed if safe to do so.
 - Roads to be included as shown on the enclosed plans Weed Hayle A (Part A), Weed Hayle A (Part B), Weed Hayle B and Weed Angarrack.
 - In addition, Riverside and Back Lane in Angarrack are to be included.
 - Application of appropriate herbicide as required and in line with manufacturer's recommendations.
 - Prevention of unintentional application to surrounding areas.
 - Application only during suitable weather conditions to ensure effective application.
 - Application to be repeated at the contractor's expense if initial application is not effective.
 - Handling, transportation and use of chemicals in line with regulations as at time of the application and industry best practice.
 - Carrying out of activities with due care and regard for the health and safety of users of the public highway, members of the public and employees.
- **Public Footpath maintenance**
 - Cutting of vegetation (grass verges and where appropriate hedges adjacent to the path) to allow use of the public right of way.
 - Cuttings can be left on site, but must be spread evenly across the area to allow them to decompose naturally within a short time period and not left in heaps.
 - Care to be taken to ensure amenity of the paths is not affected and the path is not obstructed in any way, either during or after the cutting process.

- Warning and information signs should be erected and good practice utilised to ensure no risk or danger to members of the public using the footpaths during the cutting process.
- As a guide, footpaths should be trimmed to a width of 1.5 metres and bridleways should be thinned to a width of 2.5 metres and trimmings should be disposed of neatly on site.
- Gold paths requiring 1 cut/yr – 1,261m approx
- Gold paths requiring 2 cuts/yr – 5,253m approx
- Isolated gates/stiles requiring 2 cuts/yr – 31
- Silver paths requiring 1 cut/yr – 5,275m approx
- Bronze paths requiring 1 cut/yr – 1747m approx
- 1 cut timings - typically carried out in June
- 2 cut timings – cut 1 typically carried out in May/June, cut 2 typically carried out in July/August/September.
- If path crosses other property outlined within the tender, the most onerous maintenance requirements will prevail.
- Speed of vegetation growth will be dependent on climatic and site specific conditions (e.g. Hayle Towans often do not require cutting 2 times/year) – if cuts are not required for any reason, the time should be spent carrying out additional cuts on high use, high growth paths/stiles/gates.
- Location of paths and stiles/gates are shown on the enclosed plans, one plan showing the location of gold paths and isolated stiles/gates along with the number of cuts required, the other plan showing the location of the silver and bronze paths in addition to the gold paths.

APPENDIX B

Property Plans

Hayle Properties



9. Beach Access

8. Allotments

1. King George V Memorial Walk

2. Hayle Recreation Ground

10. Ventionleague Green

6. Hayle Open Air Swimming Pool

11. Hayle Library

7. Hayle Community Centre

5. The Plantation

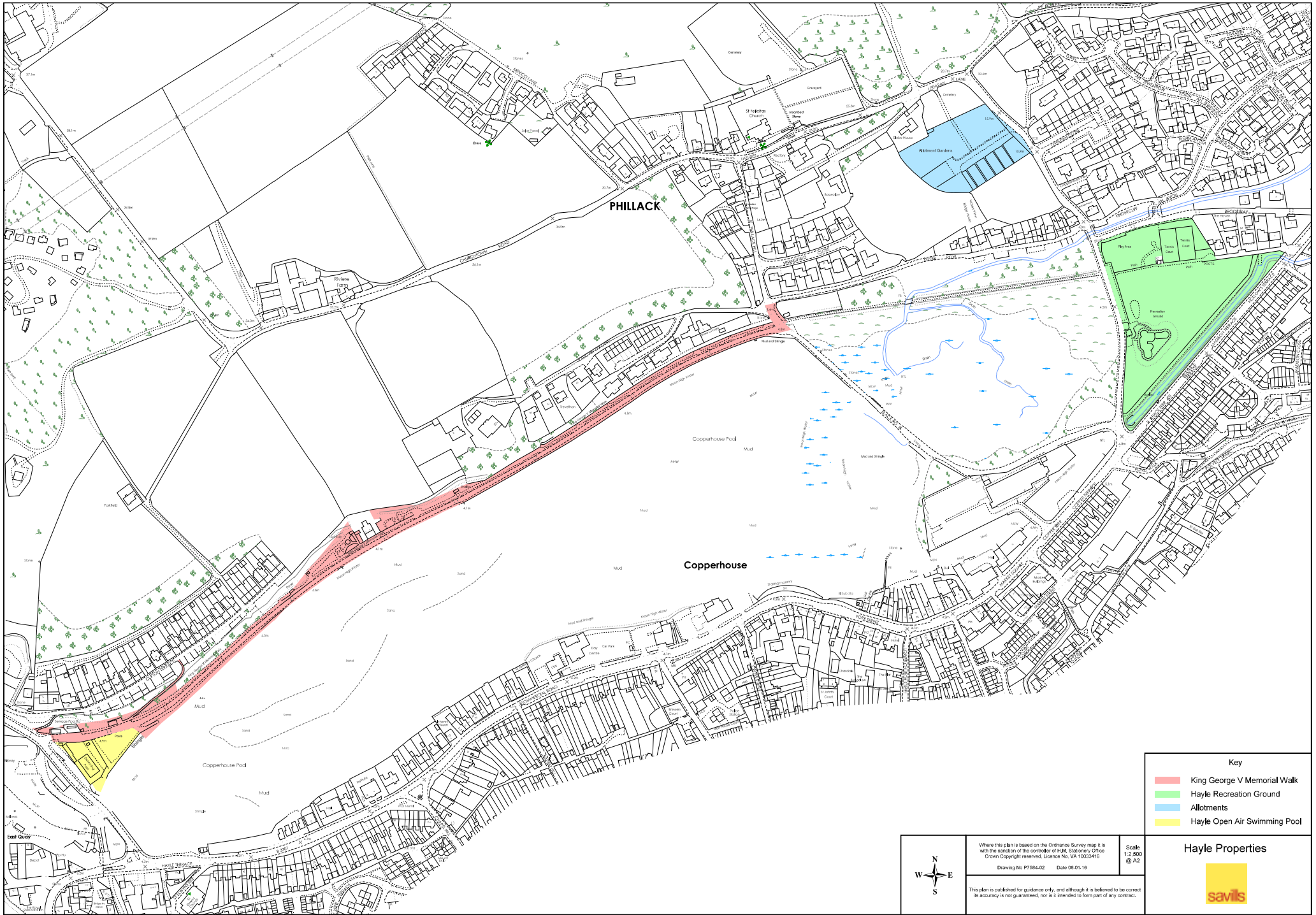
3. Station Hill Garden

4. Millpond

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MCL 31067/HAYLE PROPERTIES LOC 1 Date: 06/12/22
The Cartographic & Design Team, Wessex House, Wimborne, Dorset. BH21 1PB
Tel: (01202) 856800



Key	
	King George V Memorial Walk
	Hayle Recreation Ground
	Allotments
	Hayle Open Air Swimming Pool



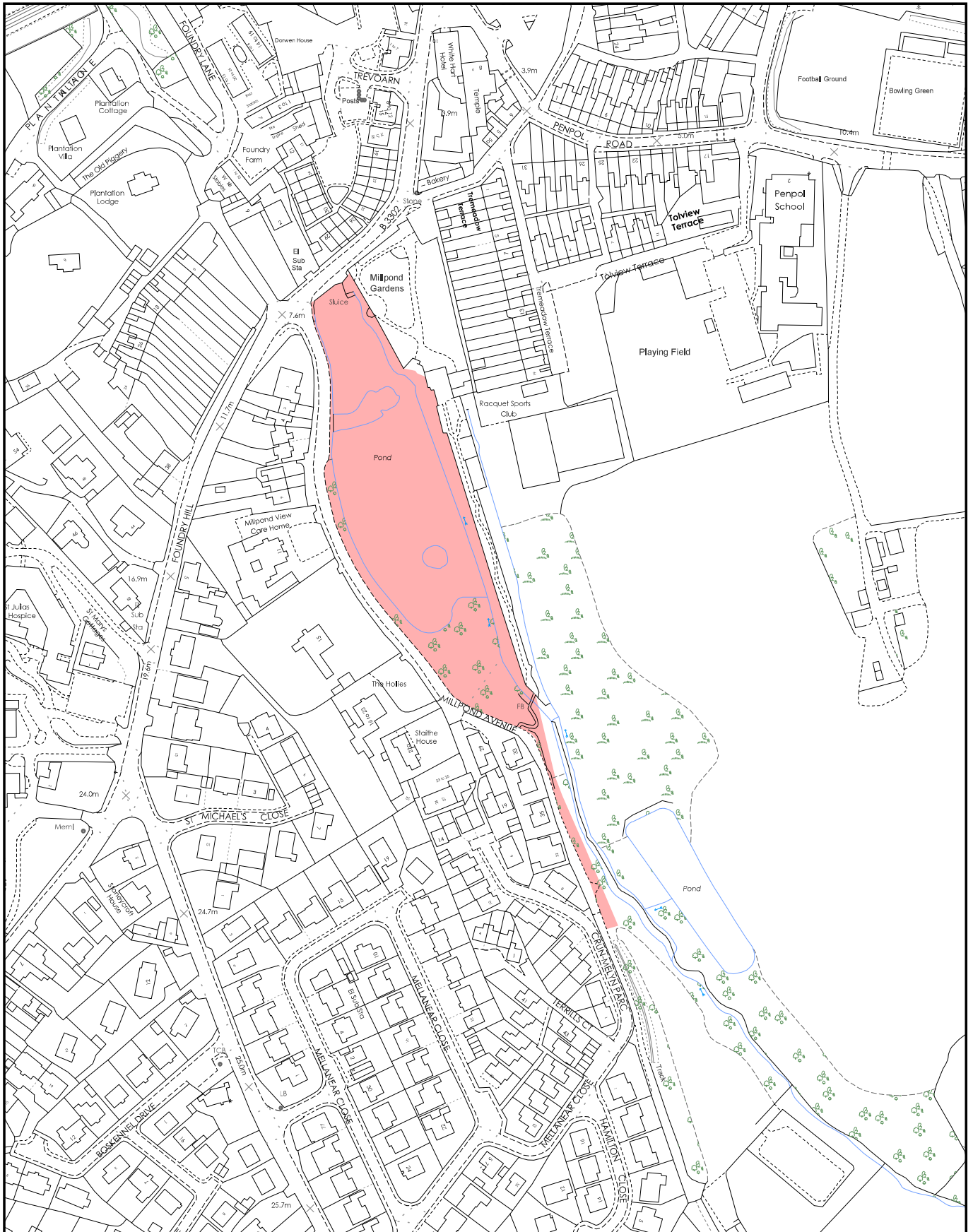
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Drawing No P7584-02 Date 08.01.16

Scale
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Hayle Properties





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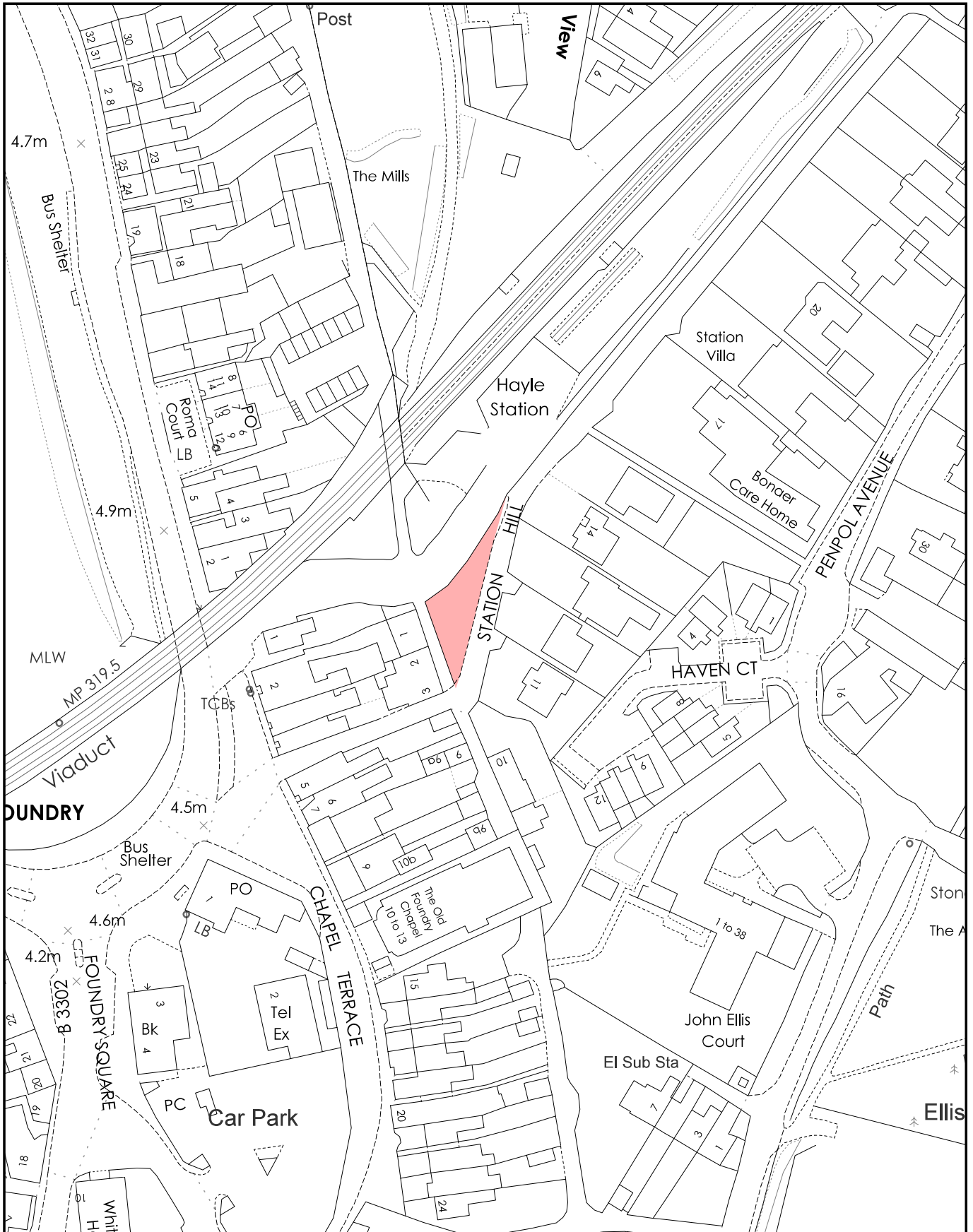
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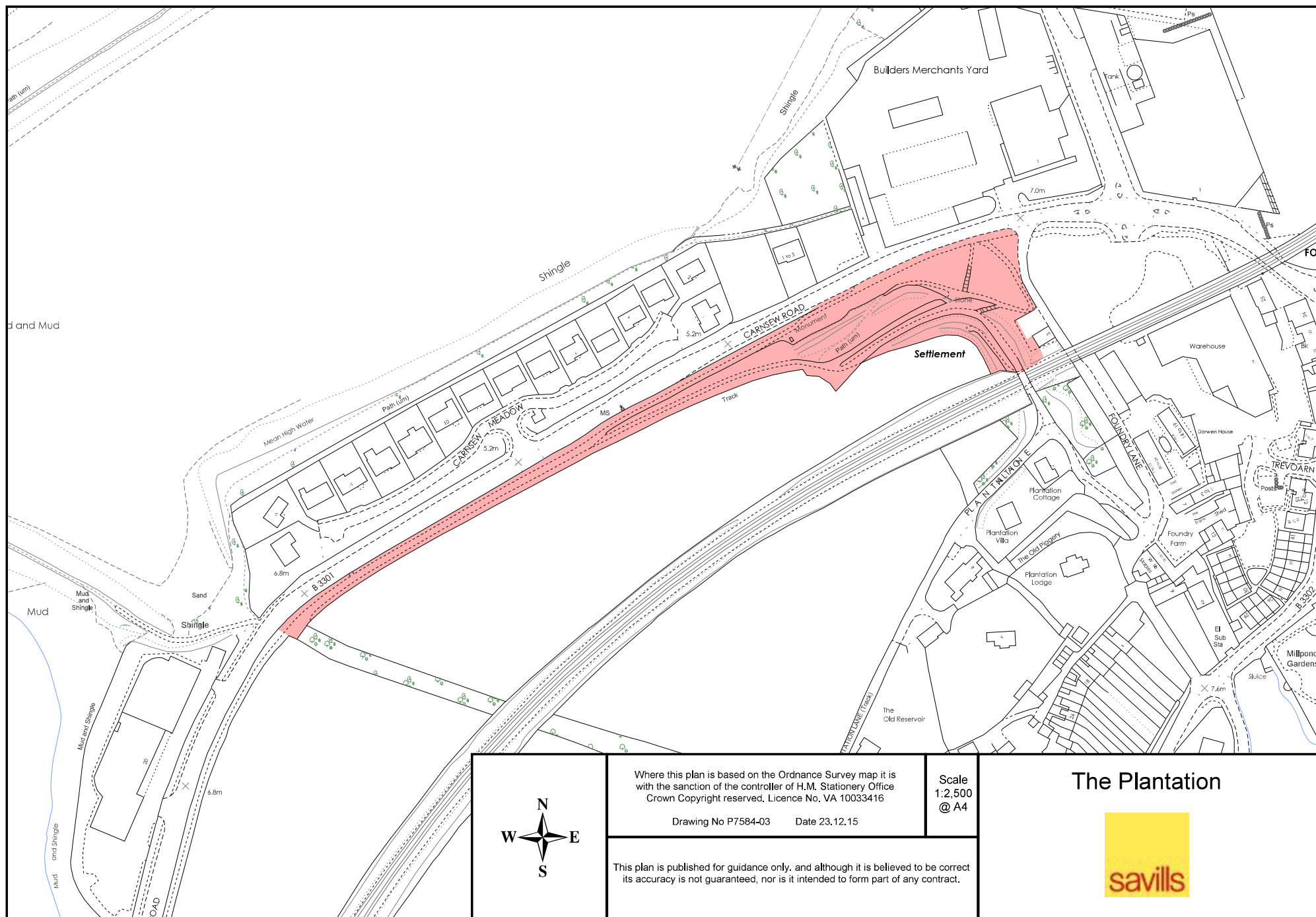
Millpond

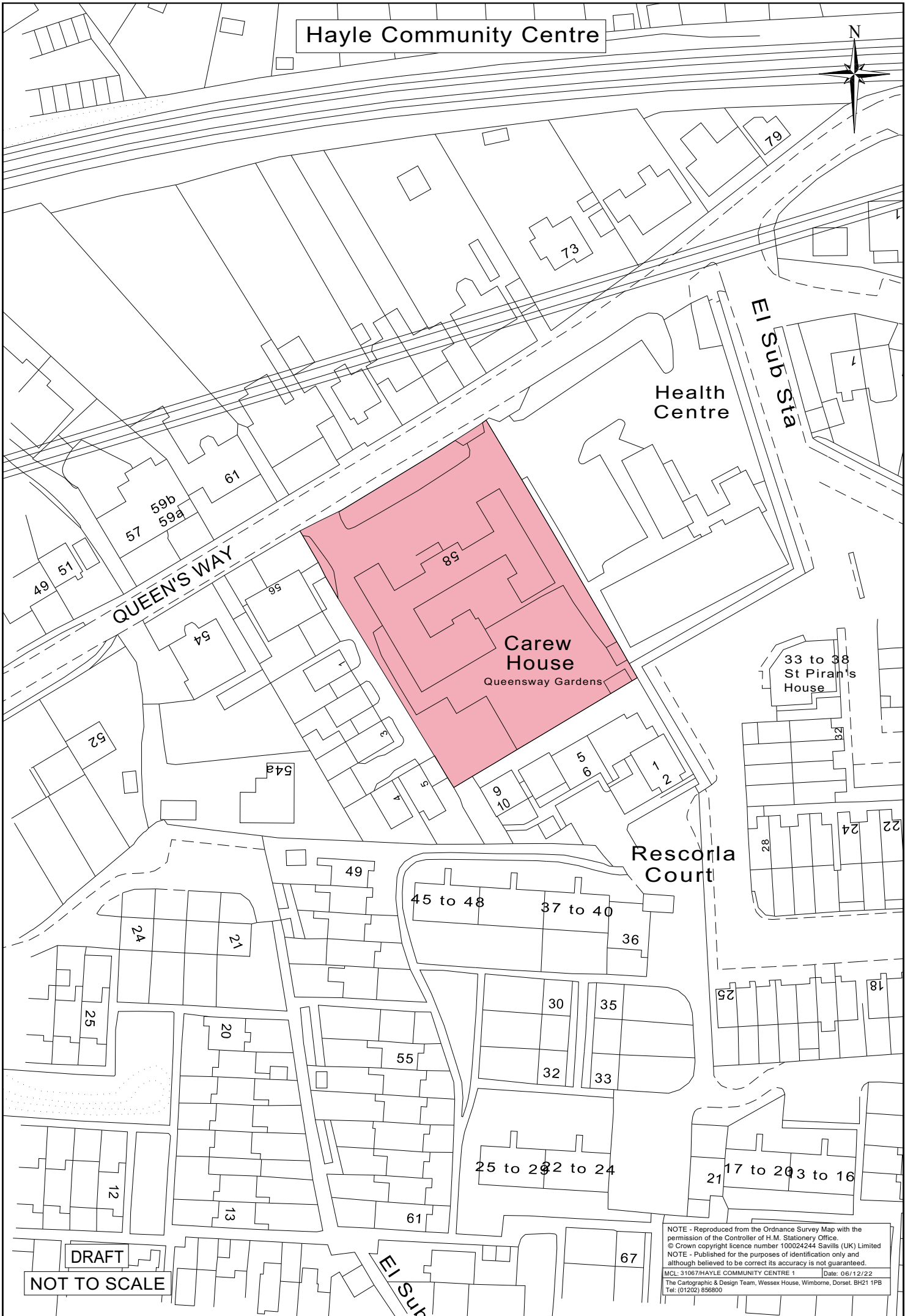


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Hayle Community Centre

N

Health
Centre

El Sub Sta

QUEEN'S WAY

Carew
House
Queensway Gardens

33 to 38
St Piran's
House

Rescorla
Court

DRAFT

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The Cartographic & Design Team, Wessex House, Wimborne, Dorset. BH21 1PB
Tel: (01202) 856800



Hayle Library



Mud

Mud and Shingle

Day Car Park
Centre

St Joseph's Church

Library

COMMERCIAL ROAD

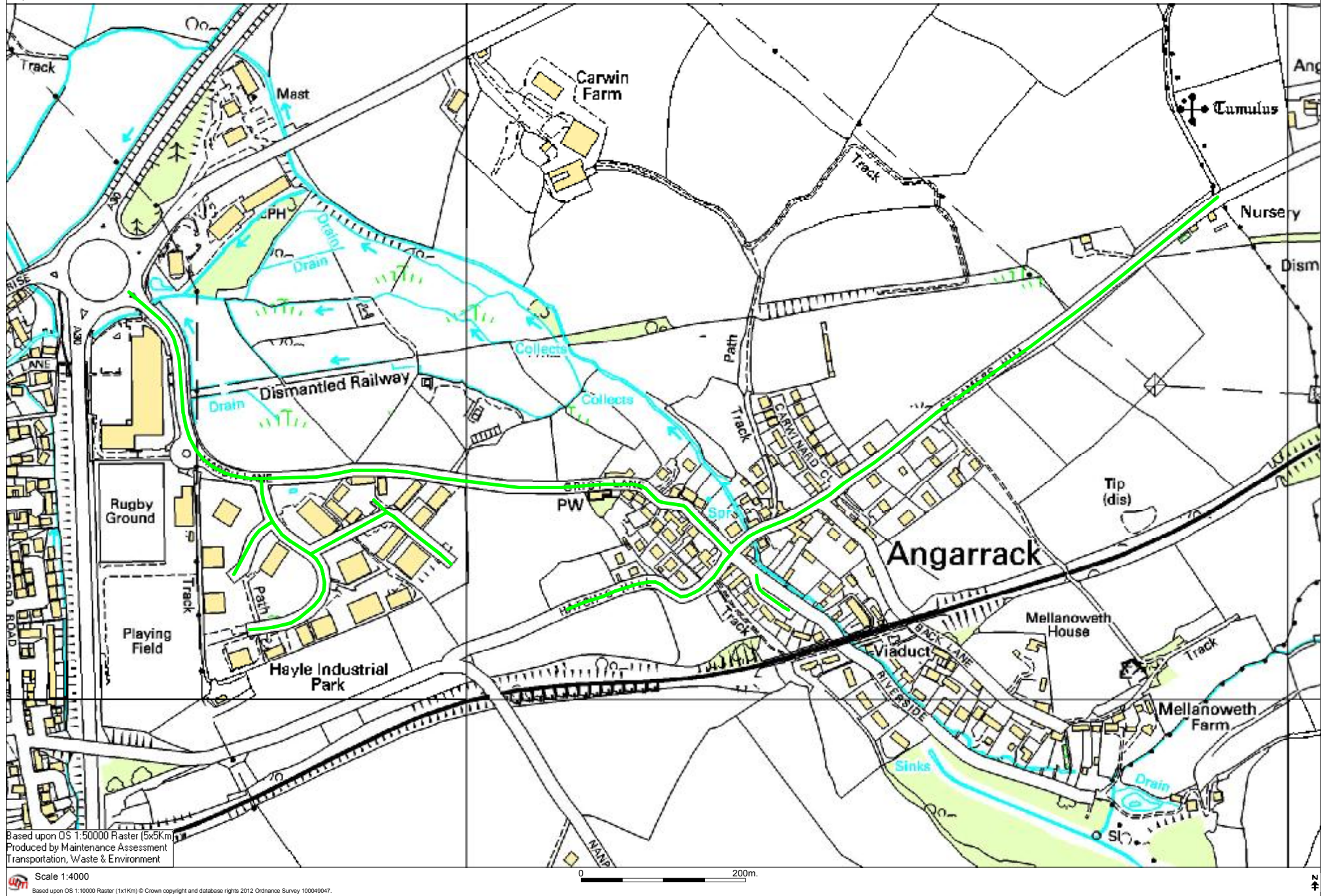
Surgery

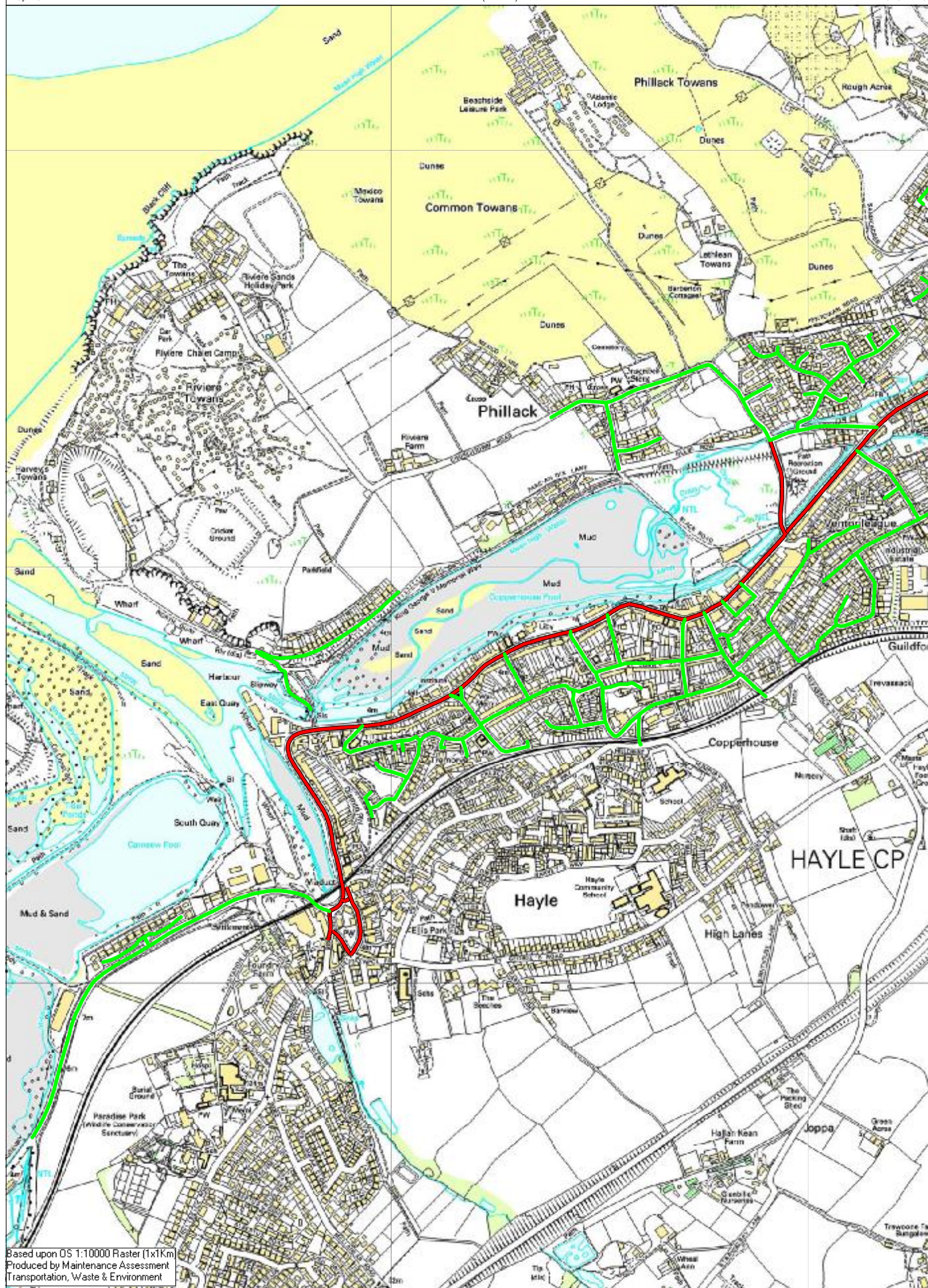
BAPTIST HILL

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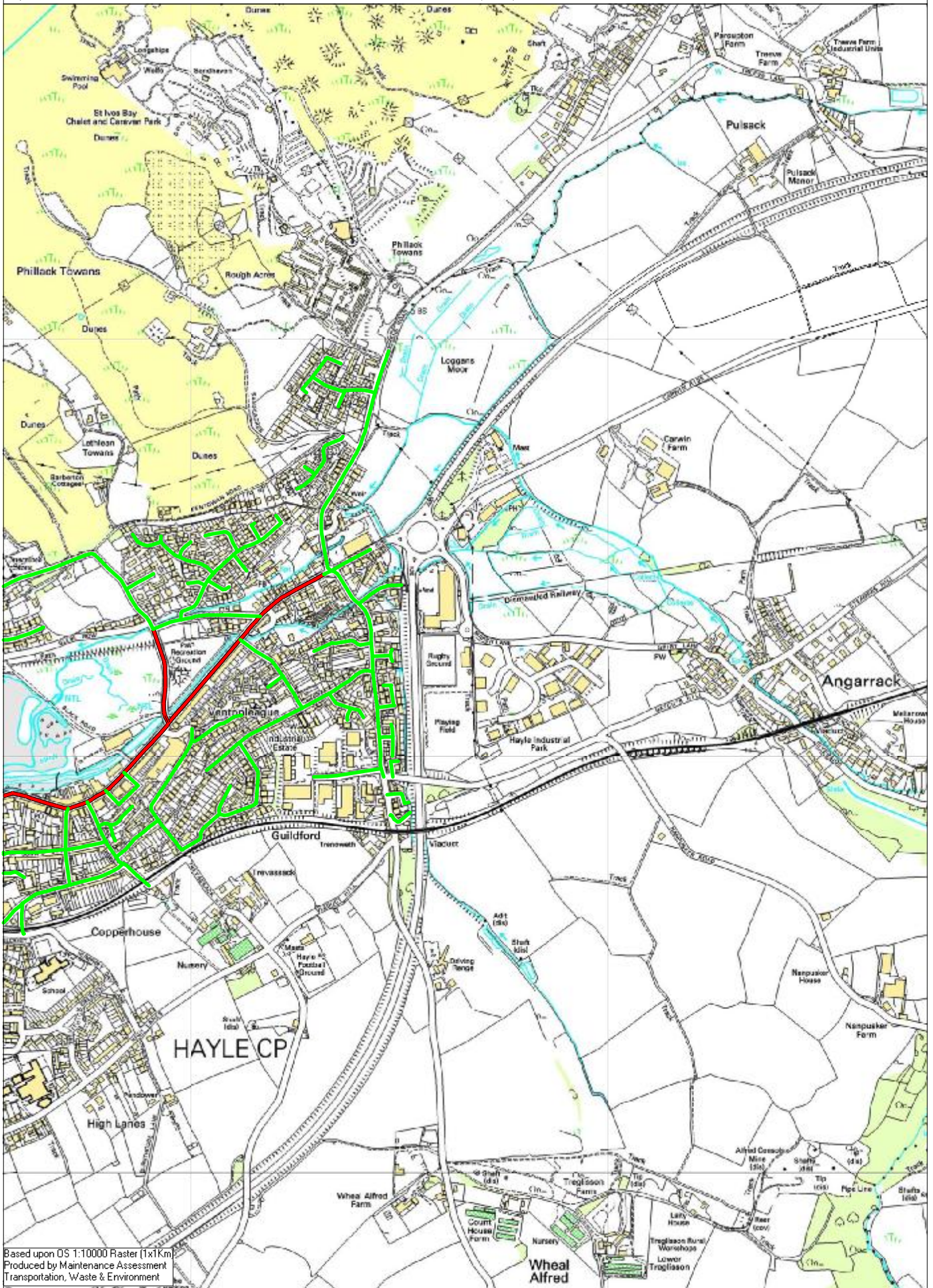
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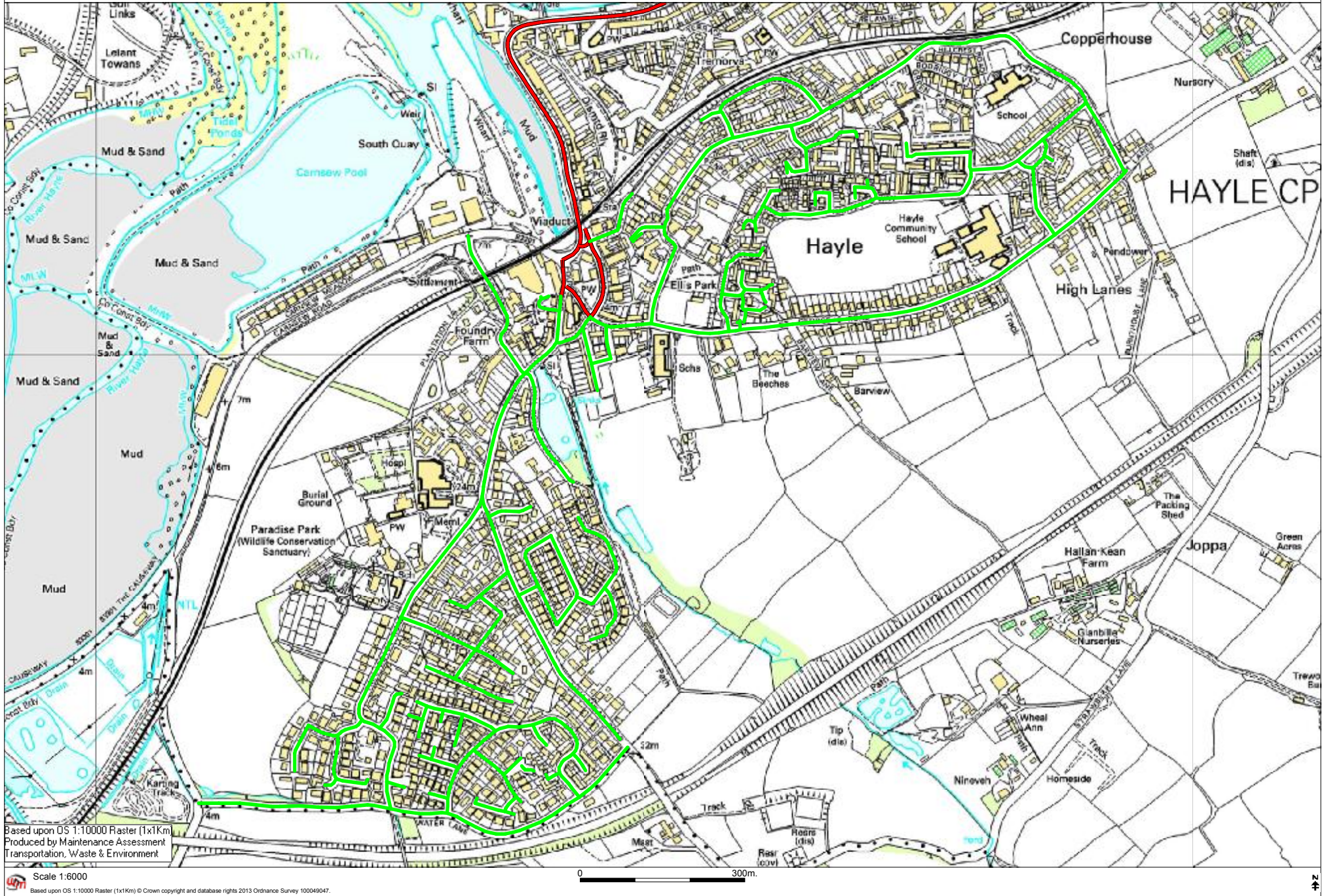




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Produced by Maintenance Assessment
Transportation, Waste & Environment

Scale 1:8000
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Please complete the cutting date for each path and note any issues relevant to the cutting

2022/2023: Hayle

Contractor Cutting Schedule: Gold Paths Requiring 1 Cut per Year

Parish Number	Status	Path Number	Link Number	SSSI	Length (m)	Date of Cut	Notes
102	Footpath	9	2	no	163		
102	Footpath	27	4	no	370		
102	Footpath	32	1	no	178		
102	Bridleway	33	2	no	34		
102	Footpath	42	1	no	23		
102	Bridleway	47	1	no	493		

Please complete the cutting dates for each path and note any issues relevant to the cutting

2022/2023: Hayle

Contractor Cutting Schedule: Gold Paths Requiring 2 Cuts per Year

Parish Number	Status	Path Number	Link Number	SSSI	Length (m)	Date of 1st Cut	Date of 2nd Cut	Notes
102	Bridleway	8	1	no	69.85			
102	Bridleway	8	2	no	466.18			
102	Footpath	8	5	no	94.88			
102	Footpath	9	1	no	139.45			
102	Bridleway	9	2	no	255.57			
102	Footpath	10	2	no	137.21			
102	Bridleway	13	6	no	335.76			
102	Footpath	16	2	no	159.48			
102	Bridleway	23	6	no	184.70			
102	Bridleway	23	6	no	271.67			
102	Footpath	25	1	no	84.16			
102	Bridleway	25	3	no	129.57			
102	Footpath	27	5	no	46.13			
102	Footpath	28	1	no	967.67			
102	Footpath	30	2	no	100.07			
102	Footpath	30	4	no	170.65			
102	Byway	31	1	no	27.98			
102	Footpath	31	4	no	629.98			
102	Bridleway	33	1	no	147.89			
102	Footpath	36	1	no	117.09			
102	Bridleway	41	2	no	235.36			
102	Footpath	43	2	no	58.56			
102	Footpath	49	1	no	41.36			
102	Footpath	49	2	no	22.60			
102	Footpath	51	1	yes	350.01			
102	Footpath	52	1	yes	22.88			
102	Footpath	52	1	yes	19.90			

Please complete the cutting dates for each path and note any issues relevant to the cutting

2022/2023: Hayle

Contractor Cutting Schedule: Gold Paths Requiring 2 Cuts per Year

Parish Number	Status	Path Number	Link Number	SSSI	Length (m)	Date of 1st Cut	Date of 2nd Cut	Notes
102	Footpath	52	1	yes	9.52			
102	Footpath	55	1	no	27.83			
102	Footpath	56	1	no	101.27			

Please complete the cutting dates for each path and note any issues relevant to the cutting

2022/2023: Hayle

Contractor Cutting Schedule: Isolated Gates or Stiles Requiring 2 Cuts per Year

Parish Number	Status	Path Number	Link Number	1 Cut or 2	SSSI	Date of 1st Cut	Date of 2nd Cut	Notes
102	Footpath	4	4	2	no			
102	Footpath	4	4	2	no			
102	Footpath	4	4	2	no			
102	Footpath	5	4	2	no			
102	Footpath	5	4	2	no			
102	Footpath	6	1	2	no			
102	Footpath	6	1	2	no			
102	Footpath	6	1	2	no			
102	Footpath	6	2	2	no			
102	Footpath	6	2	2	no			
102	Footpath	6	2	2	no			
102	Footpath	6	2	2	no			
102	Footpath	6	2	2	no			
102	Footpath	7	1	2	no			
102	Footpath	7	1	2	no			
102	Footpath	7	5	2	no			
102	Footpath	7	5	2	no			
102	Footpath	7	5	2	no			
102	Footpath	8	7	2	no			
102	Footpath	8	7	2	no			
102	Footpath	10	1	2	no			
102	Footpath	10	2	2	no			
102	Footpath	13	1	2	no			
102	Footpath	13	1	2	no			
102	Footpath	23	6	2	no			
102	Footpath	23	7	2	no			
102	Footpath	23	7	2	no			

Please complete the cutting dates for each path and note any issues relevant to the cutting

2022/2023: Hayle

Contractor Cutting Schedule: Isolated Gates or Stiles Requiring 2 Cuts per Year

Parish Number	Status	Path Number	Link Number	1 Cut or 2	SSSI	Date of 1st Cut	Date of 2nd Cut	Notes
102	Footpath	23	7	2	no			
102	Footpath	23	7	2	no			
102	Footpath	23	7	2	no			
102	Footpath	41	1	2	no			

The Parish to decide if Silver paths require cutting, if path is cut please complete date and note any issues relevant to the cutting

2022/2023: Hayle

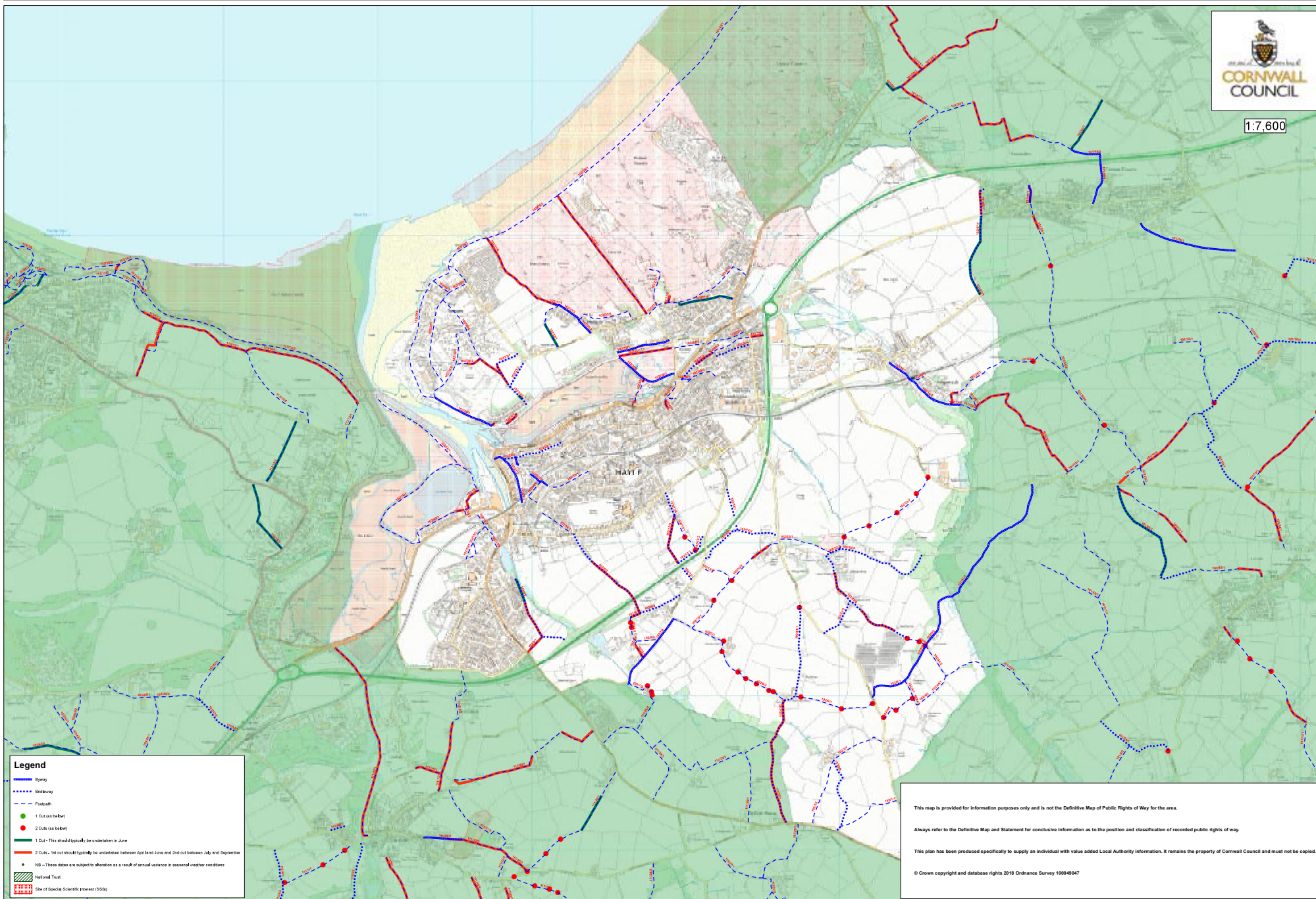
Contractor Cutting Schedule: Silver Paths, to be cut at discretion of Parish

Parish Number	Status	Path Number	Link Number	Length (m)	Date of Cut	Notes
102	Footpath	1	1	430.45		
102	Bridleway	2	1	528.98		
102	Footpath	3	1	365.81		
102	Footpath	3	2	436.41		
102	Footpath	4	2	49.10		
102	Footpath	4	3	145.08		
102	Byway	7	4	528.49		
102	Footpath	7	5	232.51		
102	Footpath	13	1	275.72		
102	Footpath	29	4	1041.78		
102	Footpath	37	1	589.28		
102	Footpath	44	1	137.30		
102	Footpath	44	2	515.33		

The Parish of Hayle



1:7,600



This map is provided for information purposes only and is not the Definitive Map of Public Rights of Way for the area.

Always refer to the Definitive Map and Statement for conclusive information as to the position and classification of recorded public rights of way.

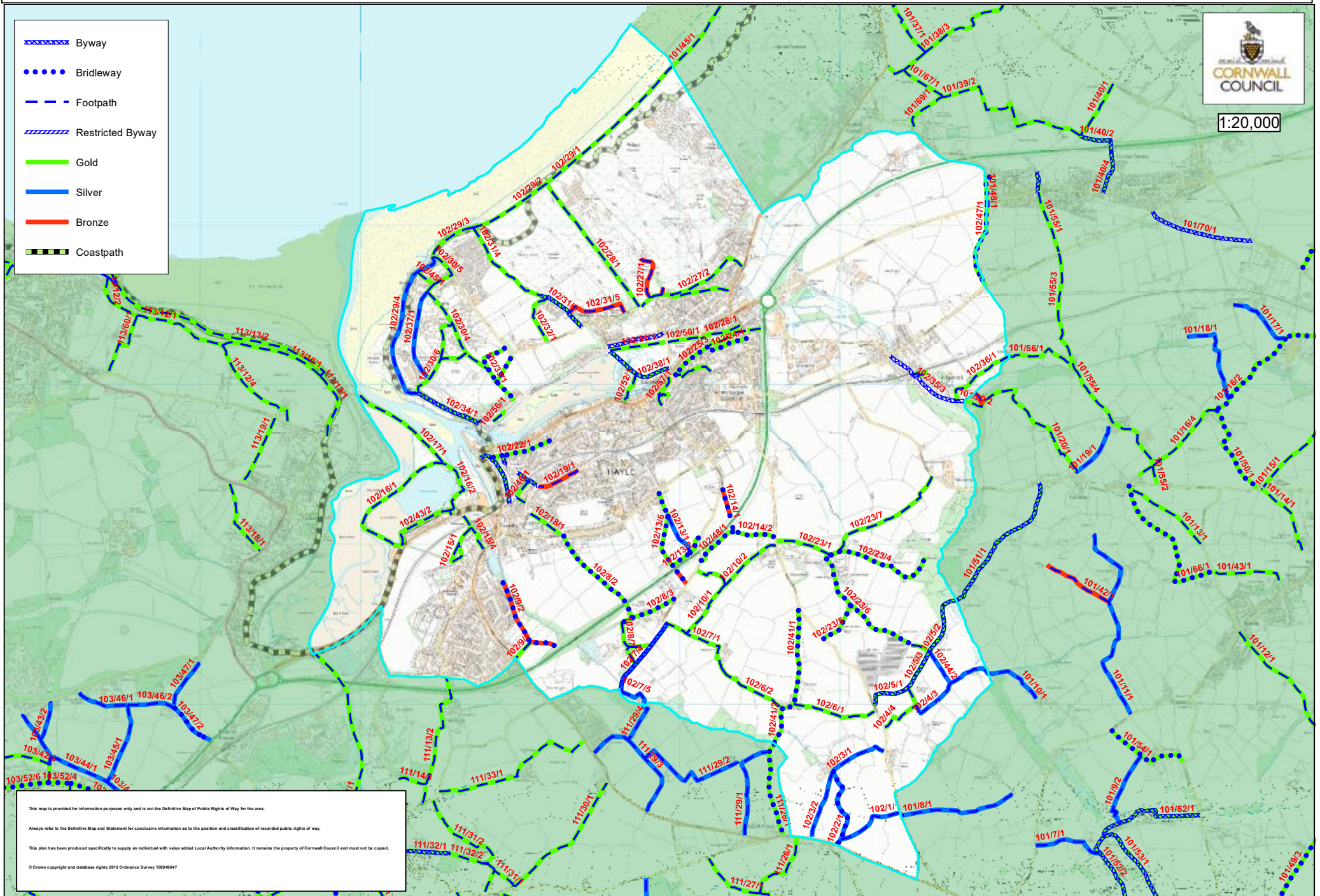
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The Parish of Hayle



1:20,000



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APPENDIX C

Tender Return

APPENDIX C - TENDER RETURN

This appendix must be completed and returned, along with any additional information required or that the tenderer wishes to provide that cannot fit within the document itself.

Tenders must be completed and returned along with all supporting documents addressed to The Clerk, Hayle Town Council c/o Savills, Lemon Street, Truro TR1 TPN to be received no later than 9am on 16th January 2023.

Tenderers must provide 1 x paper copy, and are requested to also provide 1 x electronic version supplied on CD or memory stick. Tender documents must be sealed in a plain envelope with **Maintenance of Hayle Public Amenity Areas Tender** written clearly in the top left corner. The envelope shall not show any name or any other mark of the (e.g. postal or franking devices on the envelope) by which the tenderer can be identified.

Tenderers should note that the deadline date may be subject to change, any changes will be communicated to all known tenderers as soon as possible.

Where tenders are delivered by post or courier, they must be delivered to the address during normal working hours, 9am – 5pm Monday to Friday excluding statutory holidays, and a receipt obtained. Proof of postage will not be accepted as proof of delivery and it is for the tenderer to ensure that the document is delivered and a suitable receipt received, the Council takes no responsibility for tenders which are not delivered securely.

Tender Evaluation Methodology

The tender submission will be evaluated in two parts:

- a) Statutory Selection Criteria. Sections 1-8. These will be evaluated on a pass/fail basis and any tenderer not satisfying the criteria will, at the discretion of the Council, be excluded from the remainder of the evaluation process and their tender shall not be considered further.
- b) Quality Award Criteria.
 - a. Scored questions. Sections 9. These will be evaluated on a scoring of 0 – 5 with the scoring in accordance with the following table:

Score	Definition	Interpretation
5	Excellent	Exceptional demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to meet the criteria. Full evidence provided where required to support the response.
4	Good	Above average demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to meet the criteria. Majority of evidence provided to support the response.
3	Acceptable	Demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to meet the criteria, with some evidence to support the response.

2	Minor Reservations	Some minor reservations of the relevant ability, understanding, experience, skills, resource and/or quality measures required to meet the criteria with little to support the response.
1	Serious Reservations	Considerable reservations of the relevant ability, understanding, experience, skills, resource and/or quality measures required to meet the criteria, with little or no evidence to support the response.
0	Unacceptable	Does not comply and/or insufficient information provided to demonstrate that there is the ability, understanding, experience, skills, resource and/or quality measures required to meet the criteria, with no evidence to support the response.

The quality evaluation will account for 50% of the total scoring and is divided between the individual questions as follows:

Question	Weighting, A (100% total)	Quality Total, B (as above)	Overall contribution to tenderer score including Quality & Commercial, C (A x B = C)
9.1	10%	50%	5%
9.2	2.5%	50%	1.25%
9.3	10%	50%	5%
9.4	15%	50%	7.5%
9.5	10%	50%	5%
9.6	10%	50%	5%
9.7	7.5%	50%	3.75%
9.8	5%	50%	2.5%
9.9	5%	50%	2.5%
9.10	5%	50%	2.5%
9.11	5%	50%	2.5%
9.12	5%	50%	2.5%
9.13	2.5%	50%	1.25%
9.14	5%	50%	2.5%

9.15	2.5%	50%	1.25%
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- b. Commercial – Section 10. The commercial (cost) element of the evaluation will be carried out after tenderers have been selected using the selection criteria. The pricing section at the end of this document contains the cost details that are required to be provided in relation to this tender. The commercial element will account for 50% of the weighting and will be scored on a proportional comparative basis. This will be done by recording the lowest grand total price submitted by the tenderers (ignoring those who have failed the statutory tests) and dividing this by each of the other tenderers' grand total prices and then multiplying it by the allocated weighting of 50%. The equation set out below explains this in a simpler way:

$$\frac{\text{Lowest Total Price}}{\text{Tenderer's Total Price}} \times 50\% \text{ Weighting}$$

The example below provided for indicative purposes only, the table below shows that the pricing provided by Tenderer C is the lowest. As such Tenderer C would be allocated the maximum score of 50 points, and then all other scores would be a percentage reduction against this, e.g. Tenderer A would score $\text{£}9,400/\text{£}12,000 \times 50\% = 39.2$ points.

Tenderer A	£12,000	39.2 points
Tenderer B	£9,500	49.5 points
Tenderer C	£9,400	50.0 points

This scoring mechanism is designed to assist the Council in determining the most appropriate contractor to instruct but the scoring result will not be binding on the Council. The Council does not wish to award the contract based solely on who can best complete a tender document. The Council will wish to ensure that the work will be carried out in a suitable manner, both in terms of carrying out the work on the ground and also interaction and communication between the contractor, the Council and public. As such the Council reserves the right to award the tender to a party who has not scored the highest on the above marking schedule but who is deemed able to provide the best overall service to the Council. The Council reserve the right not to award the Contract to any tenderer.

Section 1 – Tender Details

1.1	Full name of the company completing the tender		
1.2	Registered company address		
1.3	Registered company number		
1.4	Registered VAT number (if applicable)		
1.5	Name of parent company (if applicable)		
1.6	Please mark 'X' in the relevant box to indicate your trading status	i) a public limited company	<input type="checkbox"/> Yes
		ii) a limited company	<input type="checkbox"/> Yes
		iii) a limited liability partnership	<input type="checkbox"/> Yes
		iv) other partnership	<input type="checkbox"/> Yes
		v) sole trader	<input type="checkbox"/> Yes
		vi) other (please specify below)	<input type="checkbox"/> Yes
1.7	Any other information which is relevant to the company completing the tender		

1.8	Contact details
Supplier contact details for enquiries about this tender	
Name	
Postal address	
Country	
Phone	
Mobile	
E-mail	

Section 2 – Financial

Please select the one organisation description that most closely matches your organisation and provide information accordingly			
	Type of Organisation	Description of information expected, which will be taken into account in assessment	Please indicate your answer by marking 'X' in the relevant box, only one required.
2.1	Financial information for a start-up business that has not reported accounts to the Revenue or Companies House	Forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, as an alternative means of demonstrating financial status	<input type="checkbox"/> Yes Reference for additional information:
2.2	Accounts for an unincorporated business (sole traders and partnerships)	Copy of the most recent accounts that contain turnover, profit before tax and balance sheet (if prepared) covering either the most recent two year period of trading or if trading for less than two years, the period that is available. If accounts are not prepared, provide the relevant pages from the latest tax returns (self-employment pages for sole traders, partnership pages for partnerships) together with the tax assessment	<input type="checkbox"/> Yes Reference for additional information:
2.3	Accounts for a small company or limited liability partnership with a turnover of below the audit threshold (currently £10.2 million) that is not required to prepare audited accounts	Copy of the most recent accounts as submitted to the HM Revenue & Customs covering either the most recent two year period of trading or if trading for less than two years, the period that is available. Abbreviated accounts are not acceptable	<input type="checkbox"/> Yes Reference for additional information:
2.4	Accounts for a medium to large incorporated entity and all other organisations that are required to prepare audited accounts	Copy of the most recent audited accounts for your organisation covering either the most recent three year period of trading, or, if trading for less than three years, the period that is available	<input type="checkbox"/> Yes Reference for additional information:
2.5	Accounts for other organisation types (e.g. not for profit)	In most cases it is likely that audited accounts will have been prepared and the accounts required at 2.4.1 – 2.4.4 above will suffice. Where this not the	<input type="checkbox"/> Yes

entities, local authorities, housing associations, charities)	case, an unaudited copy of the most recent accounts as described in 2.4.1 and 2.4.2 above should be provided	Reference for additional information:
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Section 3 – Health & Safety

Note 1. Prior to awarding the contract, applicants will be expected to provide evidence to support the response to these questions. Requests will be issued from the Council's Health & Safety advisor, proportional to the risk associated to this contract, once the preferred applicant has been selected. The receipt of satisfactory evidence is a condition required prior to the awarding of the contract.

Note 2. Organisations with fewer than 5 employees are not legally required to have a documented Policy Statement. If the tenderer is in this category, they do not have to write down their policy, organisation or arrangements. However, they do need to be able to demonstrate that their policy and arrangements are adequate in relation to the type of activity likely to be undertaken and assessments of competence will be made easier if and when procedures are clear and accessible.

3.1	If your organisation meets the criteria identified in one of 3.2, 3.3 or 3.4 below and you can provide the supporting evidence required prior to contract award, you do not need to complete questions 3.5 to 3.14 in this table. If exemption is not claimed, please move to 3.5.		Confirm if you meet any of the exemption criteria
3.2	You have within the last twelve months successfully completed a prequalification application undertaken by an assessment provider able to demonstrate that its information gathering process conforms to PAS 91		<input type="checkbox"/> Yes <input type="checkbox"/> No
3.3	You have within the last twelve months, successfully met the assessment requirements of a scheme in registered membership of the <u>Safety Schemes in Procurement (SSIP) forum</u>		<input type="checkbox"/> Yes <input type="checkbox"/> No
3.4	You hold a UKAS or equivalent, accredited independent third party certificate of compliance with BS OHSAS 18001		<input type="checkbox"/> Yes <input type="checkbox"/> No
	Question	Example of the type of information in support of responses, which will be taken into account in an assessment carried out before contract award.	Yes / No
3.5	Are you able to demonstrate that you have a policy and organisation for health and safety (H&S) management?	You will be expected to demonstrate and provide evidence on request of a periodically reviewed H&S policy. The policy should be relevant to the anticipated nature and scale of activity to be undertaken and set out responsibilities for H&S management at all levels in the organisation (<i>Companies with fewer than 5 employees, please see Note 2 to this section</i>)	<input type="checkbox"/> Yes <input type="checkbox"/> No

3.6	Are you able to describe your arrangements for ensuring that your H&S measures are effective in reducing/preventing incidents, occupational ill health and accidents?	You will be expected to demonstrate and provide evidence on request of the arrangements for H&S management that are relevant to the anticipated nature and scale of activity to be undertaken and show clearly how these arrangements are communicated to the workforce (<i>Companies with fewer than 5 employees, please see Note 2 to this section</i>)	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.7	Do you have access to competent H&S advice / assistance?	You will be expected to demonstrate and provide evidence on request of how your organisation obtains access to competent H&S advice	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.8	Do you have a policy and process for providing your staff/ workforce with training and information appropriate to the types of activity that your organisation is likely to undertake?	You will be expected to demonstrate and provide evidence on request that your organisation has in place and implements, training arrangements to ensure that its staff/ workforce has sufficient skills and understanding to discharge their various duties. This should include refresher training (e.g. a CPD programme) that will keep the workforce updated on good H&S practice applicable throughout the company	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.9	Do your employees have H&S or other relevant qualifications and experience sufficient to implement your H&S policy to a standard appropriate to the activity that your organisation is likely to undertake	You will be expected to demonstrate and provide evidence on request, that your staff/ workforce possesses suitable qualifications and experience for the tasks assigned to them, unless there are specific situations where they need to work under controlled and competent supervision e.g. trainees	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.10	Do you check, review and where necessary improve your H&S performance?	You will be expected to demonstrate and provide evidence on request that your organisation has in place and implements, an ongoing system for monitoring H&S procedures on an ongoing basis	<input type="checkbox"/> Yes <input type="checkbox"/> No

		and for periodically reviewing and updating that system as necessary	
3.11	Do you have procedures in place to involve your staff/ workforce in the planning and implementation of H&S measures?	You will be expected to demonstrate and provide evidence on request that your organisation has in place and implements a means of consulting with their staff/ workforce on H&S matters and show how staff/ workforce comments, including how complaints are taken into account	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.12	Do you routinely record and review accidents/ incidents and undertake follow-up action?	You will be expected to provide access on request to records of accident rates and frequency for all RIDDOR reportable events for at least the last three years. Demonstrate that your organisation has in place a system for reviewing significant incidents, and recording action taken as a result including action taken in response to any enforcement	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.13	Do you have arrangements for ensuring that your suppliers apply H&S measures to a standard appropriate to the activity for which they are being engaged?	You will be expected to demonstrate and provide evidence on request that your organisation has and implements arrangements for ensuring that H&S performance throughout the whole of your organisation's supply chain is appropriate to the work likely to be undertaken	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.14	Do you operate a process of risk assessment capable of supporting safe methods of work and reliable project delivery where necessary?	<p>You will be expected to demonstrate and provide evidence on request that your organisation has in place and implements procedures for carrying out relevant risk assessments and for developing and implementing safe systems of work ('method statements'). You should be able to provide indicative examples. The identification and control of any significant occupational health (not just safety) issues should be prominent (<i>Companies with fewer than 5 employees, See Note 2 to this section</i>)</p> <p>NOTE Risk assessments should focus on the needs of the particular job and should be proportionate to the</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

		<i>risks arising from the work to be undertaken.</i>	
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Section 4 – Grounds for Exclusion from Tender

If the Council becomes aware of an exclusion at a later date, following contract award, your contract may be terminated and the Council will reclaim all costs in re-issuing the contract to another tenderer.

	Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), directors or partner or any other person who has powers of representation, decision or control been convicted of any criminal offences?	Please indicate your answer by marking 'X' in the relevant box.	
		Yes	No
4.1	In relation to the management, operation & control of a business		
4.2	Any other offence not directly linked to the operation of the business submitting an application for this tender		
4.3	If you have answered "Yes" to any of the above questions, please demonstrate clearly with the use of evidence as required, details of the conviction, the outcome, how this will / will not have an impact on the carrying out of the tender and any other information that you feel is relevant		

Section 5 – Grounds for Discretionary Exclusion

If the Council becomes aware of an exclusion at a later date, following contract award, your contract may be terminated and the Council will reclaim all costs in re-issuing the Contract to another tenderer.

	Within the past five years, please indicate if any of the following situations have applied, or currently apply, to your organisation.	Please indicate your answer by marking 'X' in the relevant box.	
		Yes	No
5.1	Your organisation has been found guilty of causing damage and pollution to the environment		
5.2	Your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors		
5.3	Your organisation is guilty of professional misconduct, which renders their integrity questionable		
5.4	Your organisation has entered into agreements with other economic operators aimed at distorting competition		
5.5	Your organisation has shown significant deficiencies in the performance of a substantive requirement under a prior public contract which led to early termination, damages or other comparable sanctions		
5.6	Your organisation has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria		
5.7	Your organisation has undertaken to unduly influence the decision making process of the Council		
5.8	Your organisation has obtained confidential information that may confer upon your organisation undue advantages in the procurement procedure		
5.9	Your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award		
5.10	If you have answered "Yes" to any of the above questions please demonstrate clearly, with the use of evidence as required further information with regard to the matter and how it affects the tender application		

Section 6 – Safeguarding Staff and Vulnerable People

6.1	<p>Please confirm your organisation has a safeguarding policy that complies with the Council's policy or if in the case that you do not have an in-house policy that the organisation operates in a way to ensure that they comply with Cornwall Council's safeguarding policy.</p> <p>A copy of the policy will be shared separately to this document after the 15 December 2022 when a new policy is expected to be published by the Council.</p> <p>If the answer to the above question is no, confirm that you will make such amendments to your in-house policy or in-house operations to ensure compliance with the Council's safeguarding policy</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
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Section 7 – Insurances

7.1	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below. Copies of the policy certificate will need to be provided before contract award and so please enclose copy certificates if relevant.</p> <p>If the policy held is in the aggregate, the remaining cover must exceed the minimum requirements shown.</p> <p>Employer's (Compulsory) Liability Insurance = £10m Public Liability Insurance = £10m Professional Indemnity Insurance = £2m Product Liability Insurance = N/A</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
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Section 8 – Experience of Similar Contracts

8.1	Please provide reference details of two contracts that you have been recently awarded, carried out or are continuing to carry out (within the last 3 years) for the provision of services similar to those required by Hayle Town Council	
	A	B
Reference Company Name		
Address		
Contact Name		
Telephone Number		
E-mail Address		
Contract Reference Number		
Description of goods/works/services undertaken		
Date Contract Awarded		
Length of Contract		
Type of Contract		
Annual Value of Contract (£)		
Details of relevant qualifications, skills, memberships to professional bodies, etc., used in support of delivery of the contract		
Details of known risks involved with delivery of this type of work and suggested mitigations		

Section 9 – Resourcing

	Question	Tenderers Response
9.1	<p>Please provide details of named individuals that you will use to ensure the best/optimum solution in meeting the requirements of the tender including CV's for the key personnel showing skills and experience</p> <p>Please provide details confirming the availability of the above mentioned individuals and overall capacity of your organisation to meet the requirements of the tender</p>	
9.2	<p>Office/Base Locations Please provide information on the office and workshop locations from which you will deliver the tender</p>	

9.3	<p>Technical Qualifications</p> <p>Please provide details of the technical qualifications held by the company, named individuals and others who will work on the tender which are applicable to the works required to be carried out under the tender</p>	
9.4	<p>Management</p> <p>Please explain how you will manage the works being carried out under this contract to ensure that the works consistently adhere to the specification and to deliver the best/optimum solution to the Council. Your response should include suggestions for opportunities to continually improve the activities for the benefit of both your organisation and the Council</p>	

9.5	<p>Equipment</p> <p>Please provide details of the equipment your company uses or will intend to use if awarded the contract on the range of activities that are required to take place under the contract</p> <p>Details of the size and specification of equipment used along with age and condition of the equipment would be useful along with photographs showing them being utilised to ensure that the Council is confident that you will be able to present a professional image when carrying out works on behalf of the Council</p>	
9.6	<p>Tree Safety Management</p> <p>Please provide specific details of how you would carry out this part of the tender along with the names and qualifications of individuals who would carry out the surveys. Please provide example reports which the Council would receive, along with any other documents which you feel are pertinent to carrying out this part of the tender effectively</p>	

9.7	<p>Traffic Management - Worker and Public Safety</p> <p>With regard to the works which entail operations on the public highway and in close proximity to members of the public, please provide details of how you ensure the safety of both your workers and any members of the public. Please also provide details of any qualifications which you hold which will assist in ensuring this duty is discharged effectively</p>	
9.8	<p>Safety Inspections</p> <p>With regard to the weekly basic safety inspections, please outline the methodology for carrying out this work along with the personnel involved and provide details of the simple checklist paperwork which will be retained and provided to the Council as required</p>	

9.9	Weed Control The Council is committed to the minimisation of herbicides but recognises the limitations of some alternative methods of weed removal/control. Please set out your proposed method statement for the removal of weeds, moss and algae control on hard surfaces, which may or may not include the use of herbicides.	
9.10	Green Waste & Refuse Disposal Please provide information as to how you will dispose of cuttings/debris as required by the specification including rubbish and other items which have the potential to be found on the sites, such as needles	
9.11	Risk Management What do you perceive to be the main risks associated with the successful delivery of this contract and how would you mitigate against them?	

9.12	Invasive Weeds Please confirm whether the company is able to identify and eradicate invasive weeds (such as Japanese Knotweed). Please outline the process that the company would adhere to if invasive weeds were identified during the contract. Outline how the company ensures its employees are aware and informed on the topic of invasive weeds	
9.13	Mobilisation What time period would you require between instruction and commencement of the contract, assuming that your tender was successful?	

9.14	The Environment, Carbon Net Zero, Biodiversity and Sustainability Environmental management – please summarise briefly how your working practices minimise damage to the environment, including the disposal of wastes (organic / plant material and all other waste), and the use of vehicles, equipment and your workforce.	
9.15	Living Wage Will you commit to paying all staff at least the Minimum Living Wage throughout the duration of the contract?	

Section 10 - Pricing

The Council would ideally wish to award the contract for all of the work to one tenderer, however the Council is realistic that this may not be feasible and therefore wishes to understand the breakdown of costs for each element of the work. Therefore please outline the **annual** cost of carrying out the individual aspects of the tender, **exclusive of VAT**, across all the sites in accordance with the tender specification. If you are not tendering for a particular element of the work, please note the table accordingly.

Works	Annual Price (£)
Grass management	
Leaf debris clearance	
Hedge/Shrub trimming and wall vegetation clearance	
Weed/Moss/Algae control on hard surfaces	
Tree safety management	

Playground safety inspections	
Public highway weed spraying	
Public footpath maintenance	
TOTAL ANNUAL PRICE	

Payment Terms

Please outline how you would propose to invoice for work completed (e.g. monthly/quarterly/annually in advance/arrears etc.)	
Will you charge VAT in addition to your price outlined above?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Please note that these questions are for budgeting purposes only, the figures stated in the table above will be used for evaluation purposes

Out of Hours/Emergency Works

Some aspects of the contract may require out of hours work to deal with emergency, for example dealing with windblown trees. Please set out how you would offer an out of hours or emergency contact provision and deliver such works along with your charge out rate.	<div></div> <p>£...../per hour</p>
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Invasive Weeds

If the company is able to deal with the eradication of invasive weeds, please outline the generic pricing structure for carrying such activities. It is appreciated that the exact costings cannot be confirmed	
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until any such infestation is observed

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Additional Works. If additional work is required to be instructed outside the contract that is the subject of this tender, outline the hourly rates that would apply to the following roles:

	Hourly Rate	Half Day Rate	Full Day Rate
Grass cutting - ride on mower/tractor			
Grass cutting - walk behind mower			
Strimmer			
Leaf/debris clearance			
Hedge/Shrub trimming and wall vegetation clearance			
Weed/Moss/Algae control spraying			
Tree Surgery			

All the costings above include the provision of equipment, personal protective equipment, materials and sundries.

APPENDIX D

Contract

Works Contract

This contract is an agreement between Hayle Town Council, and the contractor. All parties must sign this contract before a contract is formally awarded. Signing denotes that all parties accept and agree to abide by the work conditions contained within.

Contractor Preliminaries

1.	Location of work within the parish	The enclosed maps at Appendix B show the locations within the Town.
2.	Description of work	The work set out in the Tender for the Maintenance of Public Amenity Areas December 2022.
3.	Timing of work	As detailed in the Tender of for the Maintenance of Public Amenity Areas December 2022.
4.	Public Liability and training certificates	As detailed in the Tender of for the Maintenance of Public Amenity Areas December 2022.
5.	Client	Hayle Town Council
6.	Payment	The Town Council will authorise payment on the receipt of monthly invoices in arrears. Work will be inspected by the Client before making payment to ensure that the work has been carried out to a satisfactory standard.
7.	Defects Liability Period	The work may be inspected after completion and the contractor will be required to make good at their own expense any defects which may have arisen within 2 weeks due to poor materials or workmanship, or immediately where a Health and Safety risk is evident or to ensure land management can take place.
8.	Quote to be Inclusive	The contractor is to include in their price, all costs in connection with labour, H & S compliance, plant, materials, tool maintenance, fuel and transport, and all other things necessary for the work to be undertaken.
9.	Agreement of work Programme	Before starting work, the contractor will provide a programme of work to the client's satisfaction.
10.	Responsible person	The contractor shall keep on site at all reasonable times when undertaking work on site, a working foreman or other responsible person to whom the Town Council can give instructions and who can co-ordinate the work of other operatives and sub contractors.
11.	Safety and Environmental Protection Issues	Before starting work the contractor will: <ul style="list-style-type: none">• provide and agree method statements illustrating how they will safely go about the work (e.g. erecting safety signs, disposal of trimmings, tools to be used).• agree how they will comply with Health & Safety Regulations, COSHH requirements (e.g. use of petrol, herbicides etc.).• provide public liability insurance documents.• provide certificates of competency (such as chainsaw certificates, operators licences for machinery and, if applicable, application of herbicides).
12.	Site Access	The Town Council will provide the contractor with information concerning access to the sites and landowner details where possible.
13.	Exceptions to clearance of vegetation	In relation to the public rights of way, all cut material to be removed from the surface of the path. Cut vegetation must be removed from steep slopes and steps as it can cause a slip hazard. It must also be cleared off the path, when it would make the path difficult or unpleasant to walk over, e.g. bramble, gorse, blackthorn, nettles etc (some walkers wear sandals) and bracken (generally bulky and a slip hazard), then Small amounts of soft vegetation such as grass can be left, as these will quickly rot.

		<p><u>Japanese knotweed</u> - Knotweed must be left alone. DO NOT CUT IT OR PULL IT UP as this could cause it to spread. Please tie it back if you can. Please report the location of any knotweed (or any other invasive non-native plants) seen to be growing on or immediately adjacent to a path to the client. The client should then inform the Invasive Species team at Cornwall Council of its location by or Tel: 0300 1234 202 or filling in the form here: Report Japanese Knotweed on Council land - Cornwall Council Alternatively, note it on the contractor works schedule next to the relevant path number.</p>
14.	Submission of Contractor Work Schedule with invoice	In relation to public rights of way, the contractor shall agree to fill in the contractor work schedule and submit a copy with each invoice.
15.	Termination of agreement	The client reserves the right to terminate any agreement if the work is not carried out and there is no reasonable explanation for not doing so.

(To be completed by the selected contractor when the contract is to be awarded)

I agree to the conditions set out in this contract.

Contractor

Signed: Date:

Print name:

Name and address of company:

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Witness signature

Date:

Print name:

Hayle Town Council

Signed (Clerk): Date:

Print name:

Name of Council and address:

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Witness signature (chairperson or representative):

Date:

Print name: