



MARLOW TOWN COUNCIL

Court Garden, Pound Lane, Marlow, Buckinghamshire, SL7 2AG

Telephone: 01628 484024

Email: anniejones@marlow-tc.gov.uk

Town Clerk: Mrs Annie Jones

MARLOWTOWNCOUNCIL

TENDER FOR:

Grounds Maintenance Contract

1st April 2016- 31st March 2019

TENDER SUBMISSION DEADLINE:

Friday 8th January 2016

Timescales relating to this Tender are as follows:

Issue of tender document and advertising

Thurs 10th December 2015

Closing date for receipt of Expression of Interest

Mon 21st December 2015

Closing date for questions relating to Tender

Mon 4nd January 2016

Closing date for receipt of Tender

Friday 8th January 2016

Selection ratified at Town Council Meeting

TBA

Earliest tender award date

End of January 2016 TBC

Contract start date

Friday 1st April 2016

Section 1 (Introduction)

1.1 Marlow Town Council is responsible for the provision of grounds maintenance for a number of green spaces across the town. Due to a new scheme of devolved services, the Town Council will be adding more areas to their schedule that are currently maintained by Buckinghamshire County Council (BCC)

1.2 For these areas (highlighted in green on the attached map) the Town Council now wishes to tender for the following services: (full details provided in Section 4)

- Grass cutting and trimming of urban grass verges
- Trimming and pruning hedges, verges, trees and shrubs
- Providing and applying weed-kills
- Siding out of overgrown footways
- Rights of way clearance
- Maintenance of BCC street furniture (ie. traffic signs)

1.3 An Expression of Interest (Appendix A) must be submitted according to the instructions therein by 3pm on Mon 21st December 2015. Failure to do so will exclude any applicants from the tender process.

1.4 Any questions relating to this tender must be raised in writing no later than Monday 4th January 2016. Questions should be addressed to the Town Clerk: Mrs A Jones preferably by email: anniejones@marlow-tc.gov.uk or by letter to Marlow Town Council, Court Garden, Pound Lane, Marlow, Buckinghamshire, SL7 2AG. Any questions raised and the answers returned will be distributed to all companies that submit an Expression of Interest.

1.5 All tender submissions must be received by noon on Friday 8th January 2016 in the envelope provided in response to receipt of an Expression of Interest. Tenders are to be opened after 1pm on that 8th January 2016 by the Town Clerk in the presence of at least one Town Councillor. Any tenders received after this time, incomplete or without first sending an Expression of Interest will not be considered.

1.6 Any Contractor who canvasses any Member or Officer of the Council, directly or indirectly, relating to the award of this contract will be disqualified.

1.7 If any Contractor:

- a)** Fixes or adjusts the amount of the tender by arrangement with any other persons; or
- b)** Communicates to any person other than the Council the amount of tender (unless disclosure is made for insurance purposes, for example); or
- c)** Agrees with any other person that they will agree not to tender or as to the amount of any other tender to be submitted; or
- d)** Offers or pays any sum of money to any person to induce such a person to accept the tender

then the Contractor shall be disqualified from tendering and may be subject to civil and criminal liability

1.8 Tenderers should note that, as part of the evaluation process, they *may* be asked to attend a meeting at which they will be expected to present and answer questions on their bid. Tenderers will be contacted if it is decided that a meeting needs to be arranged and such meetings will take place in the Town Council Offices, or as arranged.

1.9 Tenders will be evaluated in consideration of MEAT (Most Economically Advantageous Tender), the Town Council will consider the following principal factors: (full details provided in Appendix B)

- Quality of submission (ie. meets minimum requirements) **40% weighting**
- Rates and prices **60% weighting**
- Criteria detailed in Appendix C relating to the Contractor

1.10 The Town Council is not bound to accept any tender, but every effort will be made to reach a decision on the award of contracts by the end of January 2016.

1.11 Evidence of the Contractor's Flexibility and proactive response to changes during the term of the contract is crucial.

Section 2 (Instructions)

2.1 You should only complete the Tender after reading and fully understanding the tender document. Where necessary, any additional information must be obtained at the expense of the tenderer in preparation of their submission.

2.2 If you have any doubt at all on how to complete the tender please contact the Town Clerk, Annie Jones by email at anniejones@marlow-tc.gov.uk.

2.3 Please note that once the tender has been submitted, you will not have the opportunity to alter its contents. Once a Tender has been awarded no allowance can be made for any errors, omissions or misjudgements by the Contractor in Tendering.

2.4 All tenders submitted must be in accordance with the specification provided (Section 4). Tender forms (Section 3) must be complete and signed.

2.5 Tenders must be accompanied by:

- A method statement of how the Contractor would provide the service(s). The Council will reserve the right to confidentially discuss these statements with the Contractor.
- All relevant documentation that demonstrates compliance with current Health and Safety Legislation as detailed in Section 3.
- Rates and Prices; exclusive of VAT including all travel time and expenses (no additional payment will be made in respect of any changes in the cost to the contractor of labour, materials and plant employed in providing the service).
- Where applicable, the documents listed on Page 8 of this tender.

2.6 Tender forms must be submitted in the sealed envelope provided, before the deadline at noon on Friday 8th January 2016. Any tenders received after this time will not be considered, and returned to the respondent.

Section 3 (The Tender)

To: Marlow Town Council

Court Garden, Pound Lane, Marlow, Buckinghamshire, SL7 2AG

Telephone: 01628 484024 **Email:** anniejones@marlow-tc.gov.uk

Town Clerk: Mrs Annie Jones

3.1 I/We tender to carry out the work and/or provide the services/goods or materials referred to in the contract specification (Section 4) in accordance with the details set out overleaf. I/We agree that this tender together with the Council's written acceptance will constitute a contract between us.

3.2 I/We certify that this is a bona fide tender and the I/we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. I/We also certify that I/we have not done and I/we agree not to do at any time before the tender closing date any of the following:

- Communicate to a person the amount or approximate amount of the proposed tender, except where the disclosure is in confidence and necessary to obtain insurance premium quotations required in connection with the preparation of the tender submission
- Enter into any arrangement or agreement with any person(s) that they should refrain from tendering or as to the amount of any submission
- Offer to pay any sum of money or gift to any person for doing so any of the acts above.

3.3 Organisation Identity (*Block Capitals Only*)

Name of Company

Contact Name

Registered Address

.....

Telephone No(s)

Email

Primary Address(*From which the services will be provided, if different from above*)

.....

.....

3.4 Please indicate below the principal business activity of your organisation and main geographical area (you may attach a separate sheet headed '**3.4- Business activity**').

3.5 Legal information:

- What is the status of your organisation? (eg, sole trader, limited liability partnership, public limited company, private limited company, charity etc)

.....

- Date of formation of organisation:.....

- VAT Registration Number (*indicate of Not Applicable*):.....

- Are there any court actions and/or tribunal hearings outstanding against your organisation? **YES** / **NO**

- Has your organisation been involved in any court action and/or tribunal hearings over the last three years? **YES** / **NO**

If you have answered **YES** to either question, please provide details on a separate sheet headed '**3.5- Legal Information**'

- Please give the names and responsibilities of any Directors/Partners of your organisation

3.6 Tenderers will be required to remove from sites all waste materials including, but not limited to: grass, wood, bark, paper, metals, plastics, glass. Tenderers should indicate how they separate and dispose of the materials described in this clause. (If continuing on a separate sheet use the heading '**3.6- Waste Disposal**' or if already outlined in summary of work, please reference below.

.....

.....

3.7 All Contractors undertaking works under this tender must satisfy Marlow Town Council of their competency regarding Health and Safety:

- Please enclose:
 - A copy of you organisation's Health and Safety Policy which should include details of how compliance is measured.
 - Copies of Risk Assessments for all processes of work that will be undertaken as part of this tender.

Please use the header '**3.7- Health and Safety/Risk Assessments**'.

3.8 Please provide details below for at least three references for current or recent contracts/ provision of services relevant to this tender (If continuing on a separate sheet use the heading '**3.8- References**'). The Town Council may contact these referees as part of the evaluation process any time following receipt of tender submissions and our permission to do so will be assumed:

Referee 1

Contact Name

Telephone No(s)

Email

Address

Brief Description of Contract

.....

Referee 2

Contact Name

Telephone No(s)

Email

Address

Brief Description of Contract

.....

Referee 3**Contact Name****Telephone No(s)****Email****Address****Brief Description of Contract**

.....

3.9 Please provide details of your organisation's insurance protection in relation to employer's liability, public liability and professional indemnity:

POLICY	INSURER	VALUE (£)
Employers Liability		
Public Liability		
Professional Liability		

Please enclose copies of the relevant certificates

3.10 On a separate sheet headed '**3.10- Additional Information**':

- Please describe your organisation's previous experience of providing similar services to those required in this tender.
- Indicate your maximum response time for non-routine works, Monday to Friday and Weekends between 0800 and 1800.
- Any additional information you feel is relevant.

3.11 Pricing Instructions are as follows:

- The scope of works is outlined in Section 4, Tenderers are required to review this and respond with appropriate costs in a sheet headed '**Rates and Prices**'.
- Prices indicated would apply for one year, subject to appropriate inflation uplift when extended.
- All work schedules are to be agreed with the Council except for emergency action with a value of less than £250 as indicated in Section 4.

3.12 Payment Terms are as follows:

- The Town Council will only make payment against itemised supplier invoices;
- Payments will be made by equal monthly payments unless an alternative schedule is agreed;

- Payments are made electronically through Standing Orders;
- Invoices must be received by the Town Clerk by the First Friday of every month to ensure payment (invoices received any later will not be paid until the following month);
- Invoices received for additional work not authorised by the Town Council (other than for emergency action) will be rejected;
- If the supplier is declared bankrupt, is liquidated or placed into administration the contract will immediately become null and void;
- If the supplier is found guilty of committing fraudulent acts (associated with this contract or otherwise) the Town Council will have the right to terminate the contract without prior notice.

3.13 A site visit may be arranged prior to the tender closure date. If a formal site visit is not arranged, tenderers are expected to make their own site visits. Tenderers are required to satisfy themselves that they have sufficient information to prepare a detailed, fixed price offer. Any errors made due to failure to obtain any information will be the responsibility of the tenderer.

Signed

Print

Date

Enclosure Check List

Please check that you have enclosed the following documents (*where applicable*) with your completed questionnaire. Please ensure that all attachments are clearly titled and referenced as detailed in the related section.

- | | |
|--------------------------|--------------------------------|
| • Method Statement | • 3.6- Waste Disposal |
| • Rates and Prices | • 3.7- Health and Safety |
| • Insurance Certificates | • 3.8- References |
| • 3.4- Business activity | • 3.10- Additional Information |
| • 3.5- Legal Information | |

Timescales relating to this Tender are as follows:

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Earliest tender award date	End of January 2016 TBC
Contract start date	Friday 1st April 2016

Section 4 (Specification)

The Town Council has created the following specification for the work to be included in the contract. Please note that the areas included within the contract can be seen in the attached map (Appendix B) for which there is a digital version, available upon request.

4.1 Urban Grass Cutting:

- Total area of grass to be cut will be approximately 96,019m²
- Cutting of Urban grass verges as defined on the schedule map provided; from March to November.
- Grass cutting will be undertaken to maintain a maximum grass length of 50mm throughout the year; A minimum of 6 cuts per year is expected to achieve this.
- Prior to grass cutting, all litter will be removed to prevent injury to persons or damage to property. Litter includes paper, tins, bottles, dog waste, fallen twigs, branches and stones which are more than 30mm in diameter.
- Mowing shall take place on the full area of grass, up to the boundary and around obstacles, trees etc.
- Where the use of mowing equipment is not appropriate or feasible, areas should be strimmed.
- Grass verges will be cut on a 'cut and drop' basis. The contractor will clear all grass clippings arising from mowing operations from hard surfaces, paths, paved areas and any other horticultural features.
- Any damage caused to property (ie. Vehicles, benches) during grass cutting will be reported to the Town Clerk, and where possible, the owner. Any costs arising for repairs will be covered by the Contractor, as per their company regulations.
- During extremely wet conditions where damage to the surface is likely to occur, grass cutting will stop and the Contractor must notify the Town Clerk.
- Any areas that have not been maintained in accordance with this specification must be re-cut at the cost of the Contractor.
- No grass feed shall be applied without the permission from the Town Clerk.

4.2 Hedge Cutting:

- Total length of hedgerow to be maintained will be approximately 104,042m
- Cutting of hedges/trees/shrubs which are causing an obstruction/encroaching the public highway and/or traffic signs. Performed as required to maintain footpath width of at least 1.5m.
- To be undertaken between September and March, as to avoid nesting season. Exceptions may be made if there are Health and Safety issues which take priority; to be agreed with the Town Clerk.
- To maintain a footpath height clearance of at least 2.4m at all times
- Information on all traffic signs is to be legible to oncoming road users. Footpaths and rights of way are to remain accessible.
- Report any privately owned hedging that is causing an obstruction to the responsible officer at the Town Council (accompanied by pictures where possible)

4.3 Siding Out of overgrown footpaths in order to prevent the encroachment of verge soil/growth; thus maintaining a footpath width of at least 1.5m at all times to ensure pedestrian access.

4.4 To ensure that any obstruction is removed from the public highway. Clearance does not include hedge cutting, clearance of side growths or felling of trees. Activity is reactive throughout the year and must be reported to the responsible officer at the Town Council.

4.5 Weed Control of Noxious and Injurious types on footways; with the proviso to prevent the spread of weeds during the growing season (March-October)

4.6 Maintenance of street furniture (defined as above street-level, objects on and at rear of footpaths) such as sign posts, signs, seating, cycle racks, decorative bollards and town gateway features. The Town Council is awaiting further information and a schedule of all street furniture that will be included in the contract, which will be provided as and when it becomes available.

4.7 Damage to properties:

- The Contractor is required to protect buildings, fences, gates, walls, landform, vegetation and other site features that are to remain in position during the performance of the Service.
- Any damage caused due to the Contractor's negligence will be reported immediately to the Town Clerk, and will be reinstated at the Contractor's expense.
- Any item found to be in a dangerous condition shall be immediately made safe or removed to a store provided by the Contractor as soon as the defect is noticed.



MARLOWTOWNCOUNCIL

APPENDIX A- EXPRESSION OF INTEREST FORM

To: MARLOW TOWN COUNCIL

Court Garden, Pound Lane, Marlow, Buckinghamshire, SL7 2AG

Telephone: 01628 484024 **Email:** anniejones@marlow-tc.gov.uk

Town Clerk: Mrs Annie Jones

Please Note:

***THIS FORM MUST BE RECEIVED BY NOON ON MONDAY 21st DECEMBER 2015-
FAILURE TO DO SO WILL RESULT IN EXCLUSION FROM THE TENDERING PROCESS.***

Date:

Company Name:

Contact Name:

We confirm our interest in tendering for the grounds maintenance contract as detailed in **Section 1** in the tender document. Any further information in respect of this tender, including answers to questions raised by any tendering organisation should be addressed to the following:

Name:

Address:

.....

.....

Telephone No(s):

Email:

Signed:



Appendix B - Evaluation of Tender Submissions

- a) The contract will be awarded on the basis of MEAT (Most Economically Advantageous Tender) this will be calculated with regard to:
- b) The quality of the solution (40% of the total score) which will be assessed using the table in Appendix A- Quality Evaluation.
- c) The total cost of the service (60% of the total score)
- d) The total score is out of 100 and will be awarded based on a mathematical formula taking into account the overall weighting allocated to particular sections (as detailed in Appendix A- Quality Evaluation). The Cost:Quality ratio is 60:40.
- e) The score for cost will be calculated by using the formula:

$$\frac{\text{Lowest Bid } \pounds}{\text{Considered Bid } \pounds} \times 60$$

Eg. $\frac{100,000}{125,000} \times 60 = \underline{48\%}$

- f) The score for quality will be calculated by using the formula (as seen in Appendix A):

$$\frac{\text{Considered Score}}{\text{Maximum Score}} \times 40$$

Eg. $\frac{13.8}{20} \times 40 = \underline{27.6\%}$

- g) The two scores will then be added for a mark out of 100, and the highest scoring tenderer awarded the contract.

$$\begin{array}{rcccccc} & \text{Cost Score (out of 60)} & + & \text{Quality Score (out of 40)} & & \\ \text{Eg.} & 48 & + & 27.6 & = & \underline{75.6} \end{array}$$



Marlow Parish



Produced by Asset Team
26/11/2015
Drawing Register/Grass Cutting Plans