

Lyminge Parish Council

**Invitation to Tender - Summary tender document
DRAFT Grounds Maintenance Contract
2025 - 2029**

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Introduction:

This Invitation to Tender has been prepared by Lyminge Parish Council, inviting proposals for the provision of services as described in Schedule 2.

This Invitation to Tender is subject to the following Tender Instructions and subject to the terms and conditions set out in Schedule 1 of this document.

This contract will commence on April 1st, 2025 and remain active for a duration of 4 years. Options to renew for an additional 1 or 2 years can be discussed. This contract is being procured under an open tender process. Information regarding the Parish Council and wider parish can be found at www.lymingeparishcouncil.org.uk. Specific information can be requested by contacting the Clerk (clerk@lymingeparishcouncil.org.uk)

Tender Instructions:

1. Questions

Questions relating to this tender must be raised in writing no later than January 15th 2025. Questions should be addressed to the Clerk by e-mail to clerk@lymingeparishcouncil.org.uk. Please note that the responses to any questions raised during the tendering period may be circulated to others who have expressed an interest in submitting a tender in the form of a Circular Advice Note. The applicant's details will be withheld.

2. Site visits

Site visits to discuss the tender may be undertaken by prior agreement with the Clerk.

3. Deadline for receipt of tenders

To be considered, tenders must be emailed to the Clerk (clerk@lymingeparishcouncil.org.uk) with the subject heading 'PRIVATE & CONFIDENTIAL - TENDER RESPONSE' by the deadline specified in the tender timescales.

4. Business references

In addition to your tender, please include two business references obtained in the last 2 years. Please include the contact names, addresses and telephone numbers of referees.

5. Quote basis

Where the frequency of services is specified, these services form the Core Services for which a single total price should be submitted in the Tender Response Document.

Where the frequency of services is not specified, these services form the Additional Services for which an hourly rate should be submitted in the Tender Response Document.

All tender prices will be fixed for the duration of the contract.

6. The decision

The Council is not bound to accept the lowest priced, or any, tender. The evaluation criteria will outline an emphasis on quality as well as price.

7. Canvassing

Contractors tendering for this contract must not canvas Members of the Council or its Officers. Any effort to do so will immediately disqualify any tender submitted. In addition, Members of the Council consider applications after they have been anonymised, any attempt to reveal information that would allude to the identity of a Contractor would also result in disqualification.

8. Notification of outcome

The Clerk will notify all parties of the outcome of this tender process by email on February 12th 2025.

9. Start date

The successful Contractor will need to be able to commence work on this contract on April 1st, 2025. If unable to achieve this commencement date, please indicate the earliest possible start date.

10. Freedom of Information

Please note that all information submitted to the Council may need to be disclosed and/or published. Without prejudice to the foregoing generality, the Council may disclose information in compliance with the Freedom of Information Act 2000 (the decisions of The Council and their legal advisors in the interpretation thereof shall be final and conclusive in any dispute, difference or question arising in respect of disclosure under its terms), any other law, or, because of judicial order, order by any court or tribunal with the authority to order disclosure.

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

11. Tender timescales

The timescales relating to this tender are:

| Action | Date |
|---|---------------------|
| Invitation to Tender published | December 16th, 2024 |
| Deadline for questions | January 15th, 2025 |
| Deadline for return of Tender Response Document | January 29th, 2025 |
| Notification of award decision | February 12th, 2025 |
| Contract start date | April 1st, 2025 |

Schedule 1: Example Services Agreement

This agreement is made on [DATE] between

Lyminge Parish Council of C/O Coach and Horses, Church Road, Lyminge, CT18 8JA and

[CONTRACTOR]

Agreed terms

1. Definitions

In this contract the following expressions shall have the meanings hereby assigned to them:

‘Agreement’ - the Information and Instructions for Quotations and the Specification

‘Clerk’ – the Clerk or Deputy Clerk to Lyminge Parish Council

‘Contractor’ - the person, persons or company whose quotation is accepted

‘Council’ - Lyminge Parish Council

‘Contractor's Staff’ - those persons employed or engaged by the Contractor from time to time to perform this Agreement on its behalf. The definition of ‘Contractor's Staff’ will also include the staff of any permitted sub-contractor who are performing the Contractor’s obligations under this Agreement from time to time

2. Variation of agreement

Variations to Schedule 2- Services Specification may be proposed by the Council or the Contractor. Any agreed variations shall be confirmed in writing by the Council.

3. Performance of service

The Contractor shall perform the services in a manner consistent with the terms and conditions of the agreement and to the satisfaction of the Clerk.

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

4. Works required

The Contractor shall carry out the works detailed in Schedule 2 – Services Specification.

5. Times of work

The times of work shall be flexible. The Contractor may work between the hours of 8.00am and 6.00pm on Monday through Saturday. The Contractor may not work on Sundays or days of public mourning unless requested to do so by the Clerk. There is no expectation for the Contractor to work on Saturdays if that is not part of their usual working week.

6. Reporting

The Contractor shall provide, on the last day of each month a written report detailing all work undertaken that month, including, supportive evidence. The Contractor will also, by way of this monthly report, make proposals for other work that they have identified as being necessary to carry out. The Clerk may check progress by visiting a job site at any time without notice to the Contractor.

The Contractor will meet with the Clerk monthly or at such other times as the Clerk may reasonably request, to review progress on the contract and to consider work to be carried out in the following month.

7. Invoicing and payments

Clearly itemised invoices should be produced. The invoice will then be scrutinised by the Responsible Financial Officer against this contract and, if as expected, presented to signatories for payment. Payment will be made via BACS. In accordance with the Public Procurement Contract Regulations 2015, the Council will pay all valid and undisputed invoices no later than 30 days from the date on which the invoice was received. Invoices to be sent quarterly to the Parish Council via email.

8. Additional services

In respect of all hourly and fixed price work to be carried out under this Contract, the Contractor must give a quote for the length of time needed to carry out the job, as well as the cost of materials. Other than where work is of an urgent nature (where approval will be given by telephone), this approval will be given in writing or in an email by the Clerk. Any work carried out by the Contractor without prior authorisation will not be paid.

9. Vehicles, tools and machinery

The Contractor shall provide and maintain all such vehicles, tools and machinery as are necessary for the proper performance of the services, including fuel. The Contractor shall, at his expense, put and keep all vehicles, tools and machinery in good and serviceable repair. Tools and machinery or any other items not owned by the Council cannot be stored on Council property unless agreed in writing with the Clerk.

10. Safety

The Contractor shall take precautions as are necessary to protect the health and safety of all persons employed by the Contractor, the Council and the general public. The Contractor shall comply with the Health & Safety at Work Act and all other Acts or Regulations pertaining to the health and safety of the Contractor's staff who must have been appropriately trained. The Contractor shall provide, if asked, adequate proof that all of the Contractor's staff are well trained and conversant with Health & Safety legislation and are competent in their operating methods.

All relevant safety equipment (PPE) shall be provided at all times by the Contractor and worn by the Contractor's staff when carrying out works.

The Contractor is required to notify the Clerk immediately of any accidents, near misses or environmental incidents such as oil or diesel spillages.

A "No Smoking" policy to be strictly enforced at all times.

The Contractor shall undertake appropriate risk assessments.

11. Liability

The Contractor shall fully indemnify the Council against any expense, liability, loss, claim or proceedings arising in respect of personal injury to any person or damage to any property arising from the performance of the services or any act, neglect or omission of any employee of the Contractor, howsoever such liability may arise.

12. Insurance

The Contractor shall fully insure and indemnify himself against any liability in the sum of at least £10 million for each claim: -

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

In addition the Contractor should hold a valid Waste Carriers Licence. Current Certificates and licences to this effect must be produced to the Clerk prior to commencement of this Agreement and within a reasonable time upon a request by the Clerk to do so during the continuance of this agreement.

13. Termination of agreement

This contract runs from 1st April 2025 to 31st March 2029. If acceptable standards and quality of service are maintained throughout the initial contract period, Lyminge Parish Council reserves the right to extend the contract for a further period of either 12 or 24 months.

This agreement may be terminated by either the Council or the Contractor having given three months' written notice expiring at any time.

This Agreement may be terminated by the Council immediately if the Contractor:

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

14. Assignment and subcontracting

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

15. Good faith and collaborative working

The parties shall at all times act in good faith towards each other and shall establish, develop and implement a collaborative relationship based on trust, fairness and mutual cooperation, and shall freely share information with the objective of enabling the Council to effectively provide the relevant services for the benefit of the Council's administrative area.

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| Signed: | |
| | Authorised signatory of the Council |
| Name: | |
| Date: | |

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| Signed: | |
| | Authorised signatory of the Contractor |
| Name: | |
| Date: | |

Schedule 2: Services Specification - Grounds Maintenance

Overall purpose

The purpose of this Services Specification is to generally define the standard to be achieved, rather than define the precise method by which the Contractor may be required to perform the service. In some situations, a more detailed specification is provided. The Services Specification is to be read in conjunction with Schedule 1 - Services Agreement, the terms of which shall apply.

The overall purpose is to provide a well-maintained area that reflects parishioner needs and good environmental practice. All work shall be carried out and timed in such a way as to leave the whole of each site in a well-maintained condition.

The Council wishes to receive tenders from organisations who can demonstrate innovation, partnership and deliver a high-quality grounds maintenance service. Accordingly, tenderers are invited to submit a Method Statement to support their tender. The Method Statement may reference service delivery, customer service, communication, reporting, staffing, training and environmental sustainability.

Core services:

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|-----------------------|--|
| Duration of contract: | 4 years |
| Annual increase: | 5% or CPI for March, whichever is lower |
| Payments: | Invoices to be sent to the Parish Clerk quarterly and paid within 30 days. |

| Site | Works required |
|---|--|
| Court Lodge Green known colloquially as 'Bumpy Field' and including Memorial Grove. | <p>Tractor grass cut with cuttings to be collected and contractor to dispose of off-site - <u>Once annually, during September</u> for most of the field up to but not further than the memorial bench (excluding some areas to be left uncut as areas of shelter for overwintering wildlife), but during the second half of July for the flat part at the bottom of the field that is adjacent to residential properties (after the flowering and seeding of the yellow rattle, but with care to avoid significant areas of red bartsia elsewhere on the field and leaving a 0.5-1 metre buffer along hedges).</p> <p>Mowing and/or strimming of three paths and one bridleway (including strimming of overhanging branches to keep bridleway along west side of green sufficiently clear for horse-riding) at no more than 1.5 metres wide <u>three times per</u></p> |

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| | <p><u>year (in April, May/June and early July).</u></p> <p>Memorial Grove vista - cutting of tall ruderal herbs up to three times per year.</p> |
| Jubilee Field | <p>To maintain the football pitch and surrounding grass (as close to the edge of the boundary as possible) in Jubilee Field. Cut the grass <u>twice a month from April to October</u> (14 cuts). Additional cuts may be requested, at additional cost to LPC.</p> <p>Collection and disposal of grass from football pitch, and weeding/fertilising of pitch, only to be undertaken by specific request of the Council.</p> <p>Collection and disposal</p> <p>Weeding/fertilising</p> <p>Strimming of and around the Junior Play Area, the Adult Fitness Equipment, all the Play Equipment around the exterior of Jubilee Field, around all notice boards and furniture, and around the exterior of the Multi Use Court, <u>once a month from April to October</u>, ensuring also that the running track is kept free from overhanging branches, nettles and brambles.</p> <p>To maintain the defined edges of the running track around Jubilee Field <u>twice a year</u> and to treat the surface with weedkiller <u>twice a year</u>. Please confirm in writing which weedkiller will be used, with assurances that it is the most appropriate available for minimising risks to people and wildlife.</p> |
| Tayne Field (<i>please note that LPC only own the area south of the minor ridge bisecting the field</i>) | <p>To cut the grass on Tayne Field <u>twice a month from April to October</u> (14 cuts) but to leave a 5 to 10 metre unmown border around the southern and eastern edges of field (as per map), and at least three metres from any trees or saplings growing along the course of the Nailbourne, following a similar line to the one agreed in 2020 and 2021 (see photos in appendix).</p> <p>To strim around the exterior of the Tayne Field playground boundary and around all notice boards and furniture (along the boundary with Church Rd) as and when required to keep it looking tidy, avoiding damage to hedge plants and wooden fence posts, leaving 30 to 50 cm unstrimmed around hedge or wooden fence posts as necessary to avoid damage.</p> |

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| Well Field | <p>To cut the grass on Well field <u>twice a month from April to October</u> (14 cuts) but to leave a 5 meter unmown border around the edges of field (as per map), except for a one metre strip which should be mown along the southern boundary which borders residential properties. <u>Please leave the portion south-east of the path traversing the Field unmown between late April and early September.</u></p> <p>To strim around play equipment and any furniture or notice boards as and when required to keep it looking tidy, avoiding damage to hedge plants and wooden fence posts.</p> |
| Rhodes Minnis Playground | Strimming whole area <u>twice a month from April to October</u> (14 cuts) |
| Mount Pleasant <u>Please provide an itemised quote for this section as it may be removed from the tender once plans for the site come to fruition.</u> | Mowing of the grass area in <u>April, June and September</u> , and removal of cuttings from site. Further details to be discussed as plans for this site are developed. |
| Lyminge Village Hall | <p>Mowing or strimming of the grassy triangle at the corner of High St, Woodland Rd and the village hall driveway in <u>late spring / early summer</u> (after any daffodils or other bulbs have finished flowering) and then <u>monthly until October</u>.</p> <p>Mowing or strimming of the grass verge along the road to the Village Hall car park as required (<u>approximately monthly from May to October</u>), occasional trimming back of the brambles (to the fenceline), and trimming back of the bushes to avoid encroachment on the road, <u>once a year in September</u> (avoiding bird nesting season).</p> <p>Mowing or strimming of the grass areas around the Village Hall and the Scout hut, <u>twice monthly from April to October</u>, and trimming of the hedges around the Village Hall and Scout hut <u>once or twice yearly</u> (outside the bird nesting season).</p> |
| Footpaths | <p>Strimming of the path between Palm Tree Way and Church Road <u>monthly</u>, and trimming of the hedge if requested, probably <u>twice annually</u> (outside the bird nesting season).</p> <p>Ethelburga Grove, the path that runs between Woodland Road and Brady Road, <u>May and November</u> strimming of</p> |

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| | grass and weeds and hedge trimming, leaving at least two metres from boundary fences etc untrimmed unless otherwise requested. Fallen branches to be cleared following storms or as requested. |
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Grass cutting (General)

- 1.1 Arisings shall be removed where stated, otherwise grass cuttings shall be left evenly dispersed within the boundary of the area cut.
- 1.2 Prior to cutting, the Contractor shall ensure that the grass is free of large stones and other debris. The Contractor shall inspect the site for areas of ground sinkage/potholes and areas of potential hazard and inform the Clerk of any hazards.
- 1.3 The Contractor shall, during the period of the contract, ensure that all machines engaged in grass cutting operations are sharp and properly set, to produce a true and even cut. Any damage or areas of grass not cut to the approval of the Clerk from such a lack of maintenance shall be made good by the Contractor at his own expense and to the satisfaction of the Council.
- 1.4 The Contractor shall, during the period of the contract, ensure that machines are properly guarded and maintained to present no danger to the operator, surrounding structures, vehicles or any person near operations. The Contractor shall provide his staff with all safety equipment and ensure that staff use these when engaged in work for the Council.
- 1.5 During the period of the contract, no growth regulators of any form shall be applied to any area of grass without the Clerk sanctioning such an operation in writing, in advance.
- 1.6 Great care must be taken to avoid damage to wooden posts and playground equipment by grass cutting and strimming operations. Any damage resulting, shall be reported to the Clerk immediately and made good at the Contractor's own expense.
- 1.7 Areas not cut to the satisfaction of the Clerk shall be re-cut by the Contractor at the Contractor's own expense.
- 1.8 In very wet conditions, operations involving grass cutting shall cease unless conditions allow operations to be undertaken without damaging the surface levels and contours of the ground or producing grass cutting 'divots' from the machine rollers of cutters.
- 1.9 Should the Contractor cause damage to the surface or levels of the ground, or create 'divots' during grass cutting operations, the Council may request that the Contractor, at their own expense, reinstate such damage forthwith to the satisfaction of the Council."
- 1.10 Mowing shall be carried out as close as possible to fixed obstructions. Moveable obstructions may be removed to facilitate cutting and replaced before the Contractor leaves the site.

- 1.11 Mowing around obstructions including seats, trees, fence lines, posts, kerbs and the like, and in the proximity of margins, shall be undertaken using tools and machines as appropriate.
- 1.12 All persons operating machinery must be satisfactorily trained and the Council reserves the right to ask the Contractor to provide adequate proof that his operators are suitably trained, conversant with Health and Safety legislation and competent in operating methods.

Costings Outside of Tender

Should extra services be required outside of the tender contract, please advise hourly rates, e.g. additional grass cut.

Schedule 3: Information and Instructions to Tenderers

1. Introduction

Lyminge Parish Council ("the Council") is seeking Tenders from suitably qualified and experienced persons to provide the works described in the Specification. This document explains some rules you need to follow when preparing your tender, tells you how to submit your tender and alerts you to some things to be aware of if you are awarded the contract. It also gives you some hints and tips to help you submit a successful bid.

If you do not follow the rules set out below, there is a risk your tender will be rejected.

2. Preparing your tender

Rules you must follow:

Please register your interest in submitting a tender to Chani Sanger via email:

clerk@lymingeparishcouncil.org.uk

Make sure that all pages of the tender are initialled or signed by the person completing the form. Digital initialing is acceptable. All signatures must be wet ink.

All prices must be in Sterling, and exclusive of VAT.

You must inform us if you are VAT registered and how this applies to the goods or services you are providing for us. For example whether the VAT charged is standard, reduced rate, zero, exempt or outside scope.

As part of your tender, you must provide (on headed paper) full contact details for the legal entity we would be contracting with including the name, registered address (and any alternative address for accounts etc), contact name and numbers, payment and banking details and e-mail and website addresses (See Tender Response Document')

You must not alter any of our Invitation to Tender documents.

We publish details of successful bids as part of the Government's transparency agenda to show how public money is being spent. We may also be required to release details under the Freedom of Information Act 2000 if requested. For these reasons, please do not put general confidentiality clauses in your tender as we can only accept them in very exceptional and narrowly defined circumstances. If you do consider any information to be confidential, please clearly set it out in a separate schedule (along with your reasons).

Tender prices should not be disclosed to other parties prior to the contract being awarded. The only exceptions are when obtaining an insurance quote to include in your tender or when

seeking legal advice about the contract - on condition that you give this information in strict confidence.

Information pertaining to other interested parties tenders, their intentions or pricing should not be obtained or discussed. The only exception is where you are considering a joint or team bid - on condition that all suppliers involved in the discussions are named in your tender.

If you decide to join with other suppliers to submit a joint or team bid, be aware that (if successful) the group will need to nominate a lead partner who we can contract with. Alternatively, the group will need to form themselves into a single legal entity before the contract is awarded and you must provide an undertaking with your tender that the group is prepared to do this.

Important things to be aware of:

If we refer to an International, European or British Standard in our specification, you can offer an equivalent provided that it offers equivalent guarantees of safety, suitability and fitness for purpose to the one we specified.

The expense you incur in preparing this tender is a matter for your own commercial judgement. Be aware that exceptionally we may need to withdraw the tender invitation or re-invite tenders on the same or an alternative basis.

We reserve the right not to accept the lowest (or any) tender, or to accept any part of your tender without accepting the rest.

It is not the Council's policy to reimburse tendering costs.

Additional hints and tips:

Please read the documents carefully and make sure you provide all the information we ask for. If you don't - at best you may lose valuable marks, at worst your tender might be disqualified as "non-compliant".

Pay attention to the evaluation criteria - these tell you what we are looking for. It's helpful if you can use the criteria headings to organise the information in your tender so that the evaluation team can immediately see that you have addressed them.

Please keep tenders brief and to the point - don't send lots of additional information. We don't award extra marks for expensive paper or glossy photographs and would prefer instead that you simply used less paper and printed on both sides of the page.

Make sure you properly explain how you propose to undertake the work. If you spot issues that need to be addressed or particular risks - cover these too (and tell us what you plan to do about

them). This gives us confidence that you have understood our requirement and are capable of delivering it.

Please provide the price breakdown in the format we have requested. When pricing, each location should be approached as an 'individual project', with total values for each 'project' recorded (see Schedule Two). Not all 'projects' may progress, subject to an assessment of received final tender figures by the Council.

Don't leave it until the last minute before sending your bid!

3. Submitting your tender

Your tender submission should include:

- A completed Tender Response Form (Appendix One)
- A fully priced copy of Schedule Two.
- Responses to the Economic and Financial Standing Questions (Appendix Three)
- Responses to the Quality Questions (Appendix Four)
- A completed Anti-Collusion Certificate (Appendix Five)

Your tender will remain open for acceptance for 60 calendar days from the Tender Deadline.

4. If your tender is successful

Evaluation Criteria - Awarding the contract:

We will take into account the information provided by you in the tender, along with pricing information and any other information specifically related to the evaluation of tenders that we have requested. The information will be evaluated against the following award criteria set out in the tender documentation published on Contracts finder and summarised below:

| Criteria Heading | Weighting |
|--------------------------------------|-----------|
| Price of submission | 30% |
| Quality of submission | 60% |
| Contractor's proximity to the parish | 10% |

If on checking the tender, we find arithmetical errors you will be told in writing and given the opportunity to resubmit your tender to rectify the error so that it is arithmetically correct. You will be able to confirm the tender as submitted or to withdraw the offer and resubmit, if there is sufficient time. The alteration of Tender rates is not permitted.

If you are successful, we will let you know, formally, in writing via the email address provided.

The successful tender, together with our written acceptance, shall form a binding agreement in the terms of the Contract Documents and, where there is any discrepancy or difference between the Tender and the (other) Contract Documents, the Contract Documents shall prevail.

5. If you are unhappy with the outcome

You are entitled to feedback on your tender if you would like it.

If you have a complaint about our tender process please write to the Clerk as soon as possible and they will do their best to resolve it.