



**HUGHENDEN PARISH COUNCIL**

**INVITATION TO TENDER**

**HEDGE & FIELD MAINTENANCE**

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## **INTRODUCTION**

This Invitation to Tender (ITT) has been prepared by Hughenden Parish Council (The 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.

The contract will commence on 01 April 2017 and expire on 31 March 2020 (3 years).

Information about the Parish Council can be found at [www.hughendenparishcouncil.org.uk](http://www.hughendenparishcouncil.org.uk).

## **TENDER INSTRUCTIONS**

### **1 Questions.**

Questions relating to this tender must be raised in writing no later than noon on 01 February 2017. Questions should be addressed to the Clerk by e-mail to [clerk@hughendenpc.org.uk](mailto:clerk@hughendenpc.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, written tenders must have been received in a sealed envelope by the Clerk to the Council by noon on 10 February 2017. Please write the name of the contract being tendered for (as shown on the cover page of this document) on the outside of the envelope which will not be opened until after 1.00 pm on that day by the Clerk (or Deputy Clerk) in the presence of at least one Councillor.

The envelope should be delivered to: Clerk to the Council, Hughenden Parish Council, The Common, Great Kingshill, High Wycombe HP15 6EN.

The Tender Responses will remain the property of the Council.

### **4 Business References**

In addition to your tender, please include two business references obtained in the last 2 years. Please include the contact names 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 expected value of this tender is below the OJEU threshold. The process will be a single stage process. The Council is not bound to accept the lowest priced, or any, tender. The evaluation criteria will include emphasis on quality as well as price.

### **7 Canvassing**

Contractors tendering for this contract must not canvass Members of the Council or its Officers. Any effort to do so will immediately disqualify any tender submitted.

## 8 Notification of Outcome

The Clerk will notify all parties of the outcome of this tender process by email before noon on 21 February 2017. Please provide the appropriate contact email details in your response.

## 9 Start date

The successful Contractor will need to be able to commence work on this contract on 01 April 2017. If unable to achieve this commencement date, then 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 by the Parish Council. Without prejudice to the foregoing generality, the Council may disclose information in compliance with the Freedom of Information Act 2002 (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 Tendering for multiple contracts

The Council has five separate contracts (Garden of Rest Grounds Maintenance, Grounds Maintenance, General Maintenance, Hedge Maintenance and Urban Devolved Services) for which it is inviting tenders. If you wish to tender for more than one contract, please regard each tender as a separate contract by:

- completing each separate Tender Response Document and submitting in separate envelopes marked with the name of the contract
- you may use the same two referees for each tender but you must include individual copies in each envelope
- If there is a pricing benefit to the Council in awarding more than one contract to a single tenderer, please indicate this using the Additional Remarks box at the end of the Tender Response Document.

## 12 Tender Timescales

The timescales relating to this tender are:

Action	Date
Issue of Invitation to Tender (ITT)	20 January 2017
Deadline for return of Tender Response Document	10 February 2017
Evaluation of Tenders by Hughenden Parish Council	14 February 2017
Notification of award decision	21 February 2017
Contract start date	01 April 2017

## **SCHEDULE 1 - SERVICES AGREEMENT**

This agreement is made on [DATE] between

Hughenden Parish Council ('the Council') of The Common, Great Kingshill, High Wycombe HP15 6EN 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, the Specification

'Clerk' – the Clerk or Deputy Clerk to Hughenden Parish Council

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

'Council' - Hughenden 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 8.00 am and 6.00 pm on Monday, Tuesday, Wednesday, Thursday and Friday. The Contractor may not work on Saturday, Sunday or Bank Holidays unless requested to do so by the Clerk.

#### **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 at the Council Offices in Great Kingshill to review progress on the contract and to consider work to be carried out in the following month.

## **7 Invoicing and Payment**

Invoices should be produced monthly by the last day of the month and clearly state the agreed scheduled payment or the cost of each individual job carried out over that period. If appropriate or requested, the invoice should be accompanied by a completed timesheet. The invoice will then be presented to the next meeting of Full Council on the second Tuesday of the following month. Subject to the Council approving payment of the invoice, a cheque will then be posted, usually by the third Tuesday of each month.

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.

## **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 & 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. The Contractor is expected to carry spillage kits.

The Contractor shall undertake appropriate risk assessments.

## **11 Materials**

The Council shall provide the contractor with a list of suppliers from which they may purchase, on account, materials for a job not available from the Council's stock. Any materials will remain the property of the Council. Any such purchases must be approved by the Clerk in writing before being made.

## **12 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.

## **13 Insurance**

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

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

A current Certificate of Insurance 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.

#### **14 Termination of Agreement**

This contract runs from 01 April 2017 to 31 March 2020.

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:

- i) has failed to respond satisfactorily within 14 days to a written notice of default issued by the Clerk or
- ii) is the subject of proceedings in voluntary or involuntary bankruptcy or
- iii) 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

#### **15 Assignment and Sub-Contracting**

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.

#### **16 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 co-operation, 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.

Signed:	
	Authorised signatory of the Council
Name:	
Date:	

Signed:	
	Authorised signatory of the Contractor
Name:	
Date:	

## **SCHEDULE 2 – SERVICES SPECIFICATION** **HEDGE & FIELD 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 clean, tidy and well-maintained area that reflects customer need and good horticultural and 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 and tidy condition.

It is the Council's intention to promote wildlife and protect breeding and rearing birds. To this effect, general hedge maintenance shall not occur between 1 March and 31 August unless the following apply:

- The hedgerow overhangs a highway, road or footpath over which there is a public or private right of way and the overhanging hedgerow obstructs the passage of, or is a danger to, vehicles, pedestrians or horse riders
- The hedgerow is dead, diseased, damaged or insecurely rooted and because of condition, it or part of it is likely to cause danger by falling on to a highway, road or footpath or obstructs the view of drivers or the light from a public lamp
- It is to carry out hedge-laying or coppicing during the period 1 March to 30 April
- It is to trim a newly laid hedgerow by hand, within six months of it being laid

The Contractor shall trim and prune all hedges to encourage a stable hedge. The width at the top of the hedge shall be slightly less than at the base. All woody weeds shall be removed and stumps killed.

The Contractor shall make all cuts cleanly and remove any ragged edges using a sharp blade, except where flails are used.

Unless otherwise agreed with the Clerk, each hedge shall be the same size at end of the Contract as it was at the beginning. The Contractor shall cut back the current growth to the point of the previous cut and the hedge shall be pruned back to the same height, width and general shape as that which existed at the completion of the last trim, but shall not exceed the height specified unless instructed by the Clerk.

All hedges shall be cut both sides and top except hedges that abut private land which shall be cut on one side and top.

The Contractor shall remove all suckers, self-set trees or shrubs, brambles and ivy which are not part of the hedge, to ground level and treat with stump killer on instruction from the Clerk.

The Contractor shall leave grass edges adjacent to hedges neat, vertical and tidy.

The Contractor shall not cut hedges when the ground is wet and soft in order to avoid damage by vehicle wheels to grassed areas.

The Contractor shall ensure that arisings do not obstruct footpaths or highways and that the site is left tidy and safe for pedestrians and road users.

Please submit a single total price on the Tender Response Document for Core Services listed below and submit separate prices on the Tender Response Document for Additional Services (hour/day rates may be given).

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.

## **Works**

### **Core Services:**

- 1 The following hedges are to be cut once per year in October:
  - 1.1 **Great Kingshill Common**
    - Cut to 3m hedge on A4128, both sides and top including in front of substation
    - Cut to 3m hedge at playground and around garage, both sides and top
    - Cut to 2.5m hedge on boundary between Common and Royal Oak development
  - 1.2 **Great Kingshill, Common Road Old Allotment**
    - Cut entrance hedges, sides and top
    - Cut perimeter hedge, inside and top
  - 1.3 **Great Kingshill, Red Lion Allotment Garden**
    - A4128 and Stag Lane, both sides and top
    - Boundary with houses to plot 26 and top, inside where appropriate
    - Beech hedge adjoining car park, both sides and top
    - Cut to 2m side hedge behind houses on Stag Lane, inside and top
  - 1.4 **Cryers Hill Lane Allotment Garden**
    - Gate to back hedge alongside 'Grannies', top and side
    - Behind Chapel, top and side
    - Remaining boundary, inside and top, cut to 2m
  - 1.5 **Widmer End, Access to Cockshoot Wood & Four Ashes Field**
    - Cut to 3m, one side only hedge on driveway
    - Hedge between fields, both sides and top
  - 1.6 **Widmer End, Windmill Alane Allotment Garden**
    - Path side hedge, 3 sections, top and both sides
    - Road side hedge, both sides
    - Inside field hedges x 3, inside and top cut to 2m
  - 1.7 **Widmer End, Primrose Hill Allotment Garden & Amenity Area**
    - Beech hedge at car park, both sides and top
    - Boundary with Brackley Road, inside only where appropriate
    - Perimeter left hand hedge, inside only
    - Hedge between allotments and amenity area, both sides and top
  - 1.8 **Naphill, Louches Lane Allotment Garden**
    - Main Road, both sides and top

Louches Lane, both sides and top  
Boundary with houses, inside and top

**1.9 Naphill, Utility Station, Main Road/Chapel Lane**

Cut hedge to ensure unrestricted visibility and access

**1.10 Naphill, Vincent's Pond**

Perimeter hedge, both sides and top

**1.11 Walters Ash Allotment Garden**

Main Road, both sides and top

Left hand boundary, both sides and top (along Buckfast House boundary to tree line), then inside only to 3m for remainder of tree line

Right hand boundary (with houses), inside and top to 2m

Rear boundary (with Naphill Common), inside to 3m

**1.12 North Dean Allotment Garden**

Gate to far end of field boundary, inside and top

Rear boundary, inside and top to 2m

Left of entrance, inside to 3m

Inside boundary hedge, where appropriate

**1.13 Hughenden Valley, Warrendene Road/Bramley End**

Hedge on island between roads, cut both sides and top to ensure unrestricted visibility to road users

**1.14 Hughenden Valley, Little Burnham Field/Allotment**

Hedge on north side of Little Burnham Field, cut field side and top.

Same hedge adjoining Hughenden Valley Allotment Garden, cut allotment garden side.

**Additional Services:**

- 2** The following hedges are to be cut in May/June if the hedgerow overhangs a highway, road or footpath over which there is a public or private right of way and the overhanging hedgerow obstructs the passage of, or is a danger to, vehicles, pedestrians or horse riders:

**2.1 Great Kingshill Common**

Hedge on A4128, cut roadside only

**2.2 Great Kingshill, Red Lion Allotment Garden**

Hedge on A4128 and Stag Lane, cut roadside only

**2.3 Widmer End, Windmill Alane Allotment Garden**

Path side hedge, 3 sections, road/path side only

**2.4 Walters Ash Allotment Garden**

Main Road, road side only

- 3** As required, to cut hedges which are not included in the Core Services listed above. In general, these are cut once during each year, at the end of September through to late winter, to meet standards that are defined for different species. Any debris or cuttings

shall be removed and disposed of. The Contractor shall cause minimum disturbance to nesting birds and wildlife in compliance with the Wildlife & Countryside Act 1985.

- 4** As required, to top pastureland in late spring/early summer to improve pasture by encouraging growth and decreasing the opportunity for weed development.

## TENDER RESPONSE DOCUMENT

Please submit this Tender Response Document and any supporting material by noon on 10 February 2017. Any tenders received after this time will be excluded from the tendering process.

Tenders should be sent to: The Clerk, Hughenden Parish Council, Council Offices, The Common Great Kingshill, High Wycombe HP15 6EN.

### Details of Tenderer

Organisation name:
Legal status (sole trader, limited company, etc.):
Company registration number:
Registered address:
Primary business address (if different):
VAT registration number:
Nature of business:
Date of business formation:
Are there any court actions and/or industrial tribunal hearings outstanding against your organisation?      Yes / No If yes, please give details on a separate sheet

Number of grounds maintenance employees:
Please state your organisation's experience of working in a Parish Council environment:
Please give details of staff turnover as a percentage of your workforce for the last 3 years.
Please indicate the qualifications of your staff and training which is undertaken by them.
Please provide details of your ability to provide a quick response to the Parish Council to attend the site
Indicate your <b>maximum</b> response times under the following circumstances: Monday – Friday      08.00 – 18.00
If your organisation is part of a larger group or operated on a franchise basis, please give details:
Contact name and position in organisation:
Contact telephone number:
Contact email:

**Tender Response**

- 1 I/We, the undersigned, hereby offer and agree to carry out and complete all the works as defined in the Services Specification of this Invitation to Tender, and to do so in accordance with all relevant regulations and the Contract, for the following price:

Organisation name:	
Single total price for all Core Services in accordance with the Service Specification:	
Hourly/daily rate(s) for all Additional Services in accordance with the Service Specification:	
Any additional suggestions:	

1. You should indicate whether you are VAT registered. All prices should exclude VAT.
2. I/We understand that Hughenden Parish Council is not bound to accept the lowest or any tender or part thereof and that the Council is not responsible for any expense incurred in preparing this tender response.
3. I/We certify that the pricing in this tender response has not been calculated by agreement or arrangement with any other person, firm or company, and that the amounts tendered have not been communicated to any other person.
4. Details of two referees for whom I/we have provided comparable services within the last three years, and who are prepared to be contacted by the Council are:

Name: Address:  Telephone: Email: Value of contract:	Name: Address:  Telephone: Email: Value of contract:
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Signed:	
Name:	
Position:	
Date:	