

Thrapston Town Council Grounds and Amenities Maintenance



1 April 2018 to 31 March 2021

Invitation to Tender

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Section 1: INSTRUCTIONS TO TENDERERS

1. Tenders must be submitted on the Tender Form provided with this document, enclosed in a sealed envelope to:

Thrapston Town Council
77 High Street
Thrapston
Northants
NN14 4JJ

Office hours - Monday to Friday 9 am until 12.30 pm only.

2. The tender envelope containing the tender should have the following information clearly written on the outside of the envelope:
 - Grounds and Amenities Maintenance
 - Date Tender submitted
3. It is your responsibility to obtain proof of receipt.
4. Tenders must be received at the above location, on or before the specified time. Tenders received after this time will not be considered regardless of the reason for their being late and will be returned to the Tenderer..
5. Questions regarding tendering for this contract may be directed to the Clerk of the Council on 01832 734673 no later than 48 hours prior to the closing date and time of the tender period which is **12 noon on Friday 5 January 2018**. The Clerk will only respond in writing and will not provide any other response.
6. No information concerning the tenders received will be released under any circumstances prior to the tender opening.
7. The tender envelope will be opened in the Town Council Office as soon as possible after the tender closing date and time.
8. Tenders will be evaluated on the basis of Price and Quality. 'Quality' will be assessed by tenderers responses to a set of evaluation questions. The evaluation will be conducted by a Panel of Councillors and/or Council officials.
9. If any addenda to the tender documents are required during the process then all reasonable efforts will be made to inform all tenderers in writing prior to the close of the tender period.
10. All addenda become part of the Contract Documents and receipt of addenda should be acknowledged by the Tenderer. Failure to provide such acknowledgement will not affect the inclusion of any addenda into the terms of the Contract.

11. Tenders may be withdrawn by submitting a written withdrawal request to the same address to which the tender was submitted prior to the bid closing time.
12. Tenders submitted by individuals must be signed by such individuals. Tenders submitted by partnerships must be signed by at least one partner. Tenders submitted by other organisations must be signed by an authorised signing officer.
13. A Tender that is faxed or emailed will not be considered.
14. Any items omitted or any special conditions or qualifications added to the tender may cause the tender to be rejected or may affect the evaluation of the tender.
15. If, in the opinion of the Council's Tender Sub-Committee, a tender contains a minor defect or fails in some way to comply with any requirement of this tender document, and can be remedied without providing an unfair advantage with respect to other tenderers, then clarification may be requested from the Tenderer. Any failure of the Tenderer to provide a written response that properly clarifies its tender, within the time specified for clarification, may result in rejection of the tender.
16. The Council reserves the right to seek clarification from tenderers of any part of their tender either in writing or face to face.
17. Tenderers are solely responsible for their own costs in preparing their tenders.
18. The Contract is for a three year period commencing 1 April 2018 to 31 March 2021 with the provision to extend by a further 12 months [one year] if agreed by all parties.
19. The tender should state an inclusive annual price (excluding VAT) for the duties outlined in Section 2 of this document. This amount will be paid to the Contractor in twelve equal monthly instalments.
20. The tender should state an hourly rate for any additional work that may be required on request of the Clerk as described in Section 2.
21. The tender should state a rate for emergency work.
22. The agreed prices and Contract Specifications will be reviewed annually in November and effective from April the following year. Any increase in prices will be in line with the Consumer Price Index (CPI).

Section 2: CONTRACT SPECIFICATIONS

Duties

1. Mow open areas, as per schedule A
2. Maintain all gardens and amenity areas such as flower/shrub beds as per schedule B
3. Maintain hedgerows, as per schedule C
4. Monitor condition of all seats, gates, fences and trees and report to Clerk
5. Maintain all areas around seats, trees, bed edges, monuments etc. by strimming and weeding
6. Maintain all trees on Council property as necessary, as per schedule D
7. Control litter on Town Council property, as per schedule E
8. Monitor fixed children's' play area equipment, surrounding fences and safety surfaces for wear and tear or damage, and report to Clerk as necessary
9. Monitor all Town Council properties for damage and wear and tear and report to Clerk.
10. Control weeds, as per schedule F
11. To fill and maintain all planters and baskets in the town, as per schedule G
12. To prepare and dig burial plots as required, fill in and maintain levels, as per schedule H
13. Monitor and maintain the Town Walk to ensure that it is a minimum of two metres wide
14. Source, erect, maintain and dismantle Christmas Tree outside Library
15. Liaise with the Facilities Manager each week/as necessary to discuss and agree action(s)

ALL AREAS AND AMENITIES ARE IDENTIFIED ON THE ATTACHED TOWN MAP

Schedule A (Mowing)

Map Reference	Area	Action
A2	Castle Playing fields	All areas once per week in the growing season
A3	Peace Park	
B4	Green area between Tyler Way and Wainwright Ave	
B5	Lazy Acre - Windsor Drive	
B2	Sherborne Way	
B2	Lancaster Drive	
B2	Conway Drive (including play area)	
B2	Sissinghurst Drive (including play area)	
B5	Orchard Way/ Huntingdon Rd - East & West	
A2	Clover Drive play area and adjacent green area	
A2	BMX Track and Skate Park	
A2	A Sports Field (excluding the cricket squares) MUGA – area outside stone wall. St James church – area near gates in Bullring car park	
A2/A1 B1/C1	Thrapston Carr and Town Walk (via Meadow Lane)	Cut 4 times per year from June to ensure pathway is minimum 2m wide

B2	Cemetery Churchyard	Cut once per week during growing season, including strimming as required
A3	Coronation Gardens	Cut once per week during growing season, including strimming as required

Schedule B (Gardens, beds and Amenity Areas)

Area	Action
Coronation Gardens	Trim shrubs as required to maintain pyramid shape. Feed and cultivate beds Prune Rose bushes as required
Huntingdon Road Pond	Monthly strim during growing season and removal of rubbish
Peace Park	Weed, cultivate and prune rose bushes as required

Schedule C (Hedgerows)

All hedges to be cut Thrapston Town Council sides and top unless otherwise stated.

Area	Action
Coronation Gardens	Cut hedge to maintain box effect.
Castle Playing Field	Cut hedge once per year
Peace Park – Huntingdon Road boundary	Cut privet bushes and shrubs twice per year
Green area between Tyler Way and Wainwright Ave	Trim hedges twice per year
Cemetery	Entrance & pathway to be clear of vegetation Cut Beech, Yew hedges, Laurels and other shrubs twice per year.

Churchyard	To maintain box effect hedge, the forsythia and ivy in July
Clover Drive green space	Cut shrubs/hedges twice per year
Oundle Road / Windsor Drive	Trim hedge twice per year (green space with sub-station) hedge facing Oundle Road to be trimmed both sides & top
Thrapston Carr	Main access points into area need to be cut back annually in winter to ensure access throughout the year.
Town Walk	Cut vegetation back annually in winter to ensure at least 2 metre walk through whole of Town Walk to facilitate the cutting of grass from June.

<p><u>Lazy Acre</u></p> <p>Windsor Drive</p> <ul style="list-style-type: none"> - green space - access to Sherborne Way <p>Conway Drive</p> <ul style="list-style-type: none"> - green area <p>St Mary's Close and Sissinghurst Drive</p> <ul style="list-style-type: none"> - green space - substation - narrow fenced strip between green area and St Mary's Close gardens <p>Lancaster Drive</p> <ul style="list-style-type: none"> - green area <p>Scotney Way</p> <ul style="list-style-type: none"> - green area 	<p>All: Cut shrubs/hedges twice per year</p>
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Schedule D (Trees)

Location	Action
Lime Trees in Peace Park and Oundle Road Cemetery	Trim as required. Keep canopy above head height. Pollard as necessary
All trees and wooded areas within the hatched areas on the town plan	<p>Maintain by trimming and removal of ivy to keep canopy above head height. Maintain stakes and guards where required. All damage and problems to be reported to Clerk</p> <p>Conduct inspection of all trees to identify and agree necessary maintenance/corrective action. Inspection to be carried out jointly with TTC Facilities Manager annually in December/January by agreement.</p>

Schedule E (Litter)

Please note, contractors must have a waste licence

Location	Action
All open space areas as per plan	<p>Clear litter prior to mowing</p> <p>Empty litter bins and collect litter from the ground on Council property twice weekly. (Monday and Thursday)</p> <p>Report fly-tipping to Clerk</p>
Thrapston Carr	<p>Empty Dog-Bin twice per week</p> <p>Collect litter from ground twice per week. (Monday – Thursday)</p>
Green Lane Clinic Car Park, BMX Track/Skate Park and Baptist Churchyard	<p>Empty Litter Bins and collect litter from ground twice per week (Monday – Thursday)</p>
Coronation Gardens & Town sign area Plaza car park	<p>Collect litter and sweep twice per week (Monday – Thursday)</p>

Schedule F (Weeds)

Please note, contractors must have the necessary spraying licence

Location	Action
Cemetery Paths	Keep weed free by spraying as required
Coronation Gardens & Baptist Churchyard	Keep weed free by spraying as required
Peace Park flower beds	Weed by hand and dig over twice per year
Plaza Car Park and BMX Track/Skate Park	Spray as required to keep weeds under control
Town Sign area by office	Spray as required to keep weeds under control
All Town Council properties / land	Remove all ivy and other vegetation as necessary

Schedule G (Hanging Baskets and planters)

Location	Action
High Street	To fill and maintain 3 hanging baskets with flowers for each season, replacing plants and watering as required
Entrances to the town	To fill and maintain the planters (with reservoirs) at the four entrances to the town, with flowers for each season, replacing plants and watering as required

Schedule H (Cemetery Work)

Location	Action
Thrapston Cemetery Oundle Road	Marking grave spaces Double depth grave Single depth grave Cremation plot Level sunken graves (to include back filling) Advise Clerk of any unstable headstones and any sunken graves.

OTHER WORK

All other work on request from the Clerk to be quoted for separately

Examples:

- Repairs to seats, fences, walls, gates, notice boards, etc.
- Erect new signs, repair damaged signs
- Re-painting of the Beacon
- Supply fuel and lighting of Beacon as required
- Painting fences, etc
- Pollarding of trees
- Gravel renewal as required
- Town walk surface treatment

Section 3: GENERAL CONDITIONS

CONFIDENTIALITY:

The Contractor will treat as confidential, and will not, without the written permission of the Town Council, publish, release or disclose or permit to be published, released or disclosed, either before or after the termination of this contract, any information supplied to, obtained by the Contractor under this contract.

PERFORMANCE:

The performance under this Contract is to be carried out to the complete satisfaction of the Clerk.

WARRANTY BY CONTRACTOR:

The Contractor warrants that they are competent to perform the work required under this contract, in that the necessary qualifications are held including the knowledge, skills and ability to perform the work.

CONTRACT LAW

This Contract will be deemed to have been made in and will be interpreted and enforced in accordance with the laws in force in England.

LAWS, PERMITS and BY-LAWS

The Contractor will comply with all laws and regulations applicable to the place of work and employment of labour.

BUSINESS LICENCE

The Contractor may be required to provide proof that it has an appropriate business licence for the work under the Contract.

INTERPRETATION

Should any dispute arise concerning the meaning or intent of the Contract, the Clerk will make a decision, which will be final unless the Contractor disputes such a decision by a written notice within 10 calendar days of it.

DISPUTES

If such a dispute cannot be resolved immediately by negotiation between the parties then the dispute may be referred to arbitration before an arbitrator appointed by mutual agreement.

EXECUTION OF THE WORK

The Contractor will, for the stated contract price, provide all necessary labour, materials (except where specified as Contract extras), transport and fuel, machines, tools and equipment and disposal of all waste material. The Contractor will carry out the work set out in the work specifications in a careful and professional manner and to the satisfaction of the Clerk. All materials used in execution of the contract must be good quality and installed or applied in accordance with manufacturers specifications.

NO ASSIGNMENT

Without the prior written permission of the Clerk, the Contractor will not assign or sublet this Contract or any of the Contractor's rights, benefits or monies, and any purported assignment without such consent will be void.

CHANGES

Changes to the Contract will only be made by written instructions from the Clerk, who will agree any resulting adjustment to the Contract price with the Contractor in recognition of the reasonable and proper costs or savings incurred.

TERMINATION

The Clerk may at any time, upon seven calendar days notice in writing to the Contractor suspend or terminate the Contract for reasonable cause. The Council's obligation to make payment to the Contractor will cease when payment for work satisfactorily performed has been made.

CO-OPERATION AND MAKING GOOD

The Contractor will perform work under the Contract with minimum disturbance to the public and ensure that the Health & Safety of all persons are protected at all times.

The Contractor will obtain the approval of the Clerk for the hours during which work will be performed and will provide a work schedule for approval upon request.

PROPERTY OF THE COUNCIL

The Contractor will be liable to the Town Council for any loss or damage to any Council property arising out of the performance of the contract, unless such loss or damage is caused or contributed to by the Council.

PAYMENT

The Contractor will submit monthly invoices. Subject to verification by the Clerk, payment of the Contractor's invoice for work satisfactorily completed will be made not later than 30 days from receipt.

INDEMNIFICATION

The Contractor will indemnify the Town Council from and against any claims, demands, losses, damages, costs, expenses that may arise directly, or indirectly, from its performance of the Contract or by reason of any matter or thing done, permitted or omitted to be done by the Contractor or employees with respect to the Contract.

INSURANCE

The Contractor, during the period of time the Contract is in force will maintain the following insurance with minimum policy limits:

- Comprehensive Public Liability Insurance with a minimum limit of £5,000,000 per occurrence, covering bodily injuries and property damage.
- Vehicle Insurance covering all vehicles used in the performance of the Contract.
- Employer's Liability Insurance with a minimum limit of £5,000,000 per occurrence.

WAIVER

The failure by the Town Council to exercise or enforce any of the terms or conditions of this Contract will not constitute or be deemed a waiver of the Council's rights to enforce each and every term of this Contract.

**Section 6:
TENDER FORM**

Thrapston Town Council
77 High Street
Thrapston
Northants
NN14 4RE



**Grounds and
Amenity Maintenance**

This document must be submitted before the closing date.

I/We hereby submit a Tender for the Grounds and Amenity Maintenance Contract in accordance with the Tender documents.

I/we have carefully examined the specifications together with all other factors affecting the work and hereby propose to furnish the services in the manner called for in the specifications as follows:

An annual inclusive price for the duties of	£	(Excluding VAT)
Additional work to be charged at an hourly rate of	£	(Excluding VAT)
Emergency work rate of	£	(Excluding VAT)
Total Price	£	(Excluding VAT)

In the event of our tender being accepted, I/We agree to enter into a contract with the Town Council.

I/We acknowledge receipt of the following addenda issued during the tender period.

- 1.
- 2.
- 3.

Tender Closing Date and Time: **12 noon Friday 5 January 2018**

I/We accept that the Town Council need not accept the lowest tender and reserves the right to reject or accept any or all tenders without further explanation.

I/We have read the Contract documents and agree to be bound by them.

Tenderer's Full Legal Name

Business Name (if different)

Full Business Address

Signed Date

Printed Name

Section 7: TENDER FORM

Thrapston Town Council
77 High Street
Thrapston
Northants
NN14 4RE



Evaluation Criteria

The lowest Total Price tendered for the contract will receive the maximum percentage score for price. That is the total of the inclusive annual price, hourly rate and emergency rate. All other total tendered prices will receive a pro rata percentage score that reflects how far they exceed the lowest Total Price.

Tenderers written responses to the each of the evaluation questions below will read by a Panel comprised of Town Councillors &/or Officials and, collectively, the Panel will award a mark out of out of ten to each response. The mark out of ten will be converted into a percentage score reflecting the allocated weighting e.g., for a question weighted 10% a score of 5/10 = 5%; for a question weighted 15% a score of 5/10 = 7.5%

1. Experience (10%) - please provide a brief description, not exceeding 500 words in total, of two similar contracts in terms of scale and specification, which you have undertaken within the last three years. References may be sought subsequently.
2. Workforce (15%) - please provide brief details of the qualifications, skills and experience of the workforce and management who will actually provide the services specified together with contact details for the Project Manager.
3. Health and Safety (15%) – please summarise the safety practices that you will follow when providing the specified services, including ‘on site’ risk assessments and practical safety measures to ensure the safety of your workforce and the public alike.
4. Environmental management (10%) – 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.

Minimum requirements

The successful contractor must possess the following and prior to award must supply valid evidence of each:

- Licences for Waste disposal and Weed spraying
- Health & Safety Management accreditation, including relevant risk assessment methodology
- Quality Assurance accreditation and
- Environmental Management accreditation (e.g., relevant ISO 9000 or 1400 series accreditation or equivalent)
- Employers’ Liability £5m and Public Liability £5m

Financial Controls

Prior to award, the successful contractor will be assessed to ensure that they meet the minimum requirements specified in the tender. This may include a financial assessment of a minimum 3 year accounting period.

Section 8: Grounds for Exclusion

In respect of the organisation that has submitted this tender or any other person who has powers of representation, decision or control in the organisation, compliant with the Public Contract Regulations 2015 you must declare any mandatory or discretionary grounds for exclusion from this procurement as follows.

Grounds for Mandatory exclusion

Any of the following within the past **five** years in respect of convictions anywhere in the world:

- Participation in a criminal organisation, corruption, fraud, terrorist offences or offences linked to terrorism, money laundering or terrorist financing, child labour or other forms of trafficking in human beings;

If you any of the above apply to the organisation you must provide evidence of the measures taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion.

- Breach of obligations related to the payment of tax or social security contributions in respect of the any part of the United Kingdom or the county in which the organisation is established

If the above applies to your organisation you must provide further details. You must also confirm whether you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.

Grounds for discretionary exclusion

Any of the following within the past **three** years in respect of the following anywhere in the world:

- Breach of environmental obligations, social obligations, labour law obligations, including non payment of taxes or social security;
- Bankruptcy or insolvency or winding up proceedings, where an organisation's assets are being administered by a liquidator or court, or in an arrangement with creditors or where business activities are suspended;
- Guilty of grave professional misconduct;
- Entered into agreements with other economic operators aimed at distorting competition;
- Aware of any conflict of interest due to participation in the preparation of the procurement procedure;
- Been involved in the preparation of the procurement procedure;
- Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;
- 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 – or has withheld such information;
- Is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015 (e.g., accounts, certificates or other evidence of suitability);
- Has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

If any of the above apply you must explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion.

Grounds for Exclusion – declaration

- I/we hereby declare that to the best of my knowledge that
- **none** of the grounds for exclusion listed apply / there **are** grounds for exclusion (as detailed below and/or in the accompanying evidence).*
- I declare that, upon request and without delay I will provide certificates or documentary evidence as required in support of this tender.
- I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided.
- I am aware of the consequences of serious misrepresentation.

Signature:

Name:

Role in the organisation:

Organisation:

Date:

*Grounds for exclusion – as applicable

You must provide details of the ground for exclusion and also any evidence of measures taken to demonstrate the reliability of the organisation ('self cleansing') despite the existence of a relevant ground for exclusion

Grounds for Mandatory exclusion:

Grounds for Discretionary exclusion: