

# Upper Rissington Parish Council

**INVITATION TO TENDER**

**FOR PROVISION OF**

**GROUNDS MAINTENANCE SERVICES**

**LOT 1 – Grass Cutting**

**LOT 2 – Hedges**

**LOT 3 – The Jubilee Gardens**

**PLEASE RETURN BY:**

**19 January 2018**

**Tender Ref. URPC/GM17/20**

**SCHEDULE 1**

**1. DEFINITIONS**

<b>Term</b>	<b>Meaning</b>
“Authority”	Means “Upper Rissington Parish Council”.
“Arisings”	Means grass cuttings, weeds, shrub/rose off-cuts, unwanted soil etc, leaves, rubbish, dirt and debris at any location or in its immediate environment.
“Authorised Officer”	Means the principle contact of the Authority or such representatives that may be notified by the Authority.
“Conditions of tender”	Means the terms and conditions set out in this ITT relating to the submission of a tender.
“Contract”	Means the agreement (as set out in Schedule 3 of this ITT) to be entered by the Authority and the Provider(s) following any award under the procurement exercise.
“Council Premises”	Means any premises owned, occupied or used by the Council.
“Due diligence information”	Means the background and supporting documents and information provided by the Authority for the purpose of better informing the tenderers responses to this Invitation to Tender
“Invitation to Tender” or “ITT”	Means this invitation to tender document and all related documents published by the Authority and made available to tenderers and includes the due diligence information.
“Location”	Means any location where work under the Contract is to be executed or where the Services are to be performed by the Supplier.
“Lot”	Means a discrete sub-division of the requirements.
“Order”	Means an order for goods / services / works served by the authority on the provider.
“Provider”	Means the organisation admitted to the Contract.
“Potential Provider”	Means the organisations being invited to respond to this invitation to tender.
“Services”	Means the whole or any part of the work to be executed under the Contract including any goods or materials to be supplied by the Supplier in accordance with the Specification.
“Specification”	Means the description of the Services, and any modification thereof or addition thereof as may from time to time be furnished or approved in writing by the Authorised Officer or otherwise duly made under the Contract.
“Sub-Contractor”	Means any contractor carrying out work on behalf of the Council which is being overseen by the Provider.
“Tender Response”, or “ITT Response”	Means the tenderers formal response to this invitation to tender
“Tenderers”	Means the organisations being invited to respond to this invitation to tender

## **2. INTRODUCTION**

2.1 The Council is seeking to award a three-year contract with the option to extend for a further two years. This Contract is being procured under the Council's open tender process.

2.2 The Council is looking for one provider per Lot to be appointed to a Contract for the supply of:-

Lot 1 – Grass Cutting

Lot 2 – Hedges

Lot 3 – The Jubilee Gardens

2.3 You are invited to complete the attached ITT and to submit it together with any requested supporting information, to the Clerk, Upper Rissington Parish Council, Village Hall, Wellington Road, Upper Rissington, Gloucestershire, GL54 2QW by 19 January 2018.

2.4 Potential Providers shall accept and acknowledge that by issuing this ITT the Council shall not be bound to accept any tender and reserve the right not to conclude a contract for some or all of the Services for which tenders are invited.

## **3. PURPOSE AND SCOPE OF THIS ITT**

These instructions are designed to ensure that all Potential Providers are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified.

The Potential Provider shall not make contact with any other employee, agent or consultant of the Council who are in any way connected with this procurement exercise during the period of this procurement exercise, unless instructed otherwise by the Council.

## **4. CONTRACT TERM**

4.1 The Contract shall be for an initial service period of three (3) years from **March 2018** to **December 2020** (subject to satisfactory performance and annual break clauses) with the option to extend for a further two (2) years at the discretion of the Council.

4.2 It is anticipated that the Contract will be fully operational by March 2018.

## **5. INSTRUCTIONS FOR COMPLETION**

5.1 Potential Providers should read these instructions and the Specification carefully before completing the Tender documentation. Failure to comply with these requirements for completion and submission of the Tender Response may result in the rejection of the Tender. Potential Providers are required therefore to acquaint themselves fully with the extent and nature of the Services and contractual obligations. These instructions constitute the Conditions of Tender. Participation in the tender process automatically signals that the Potential Provider accepts these Conditions of Tender.

## **6. TENDER VALIDITY**

6.1 Your tender should remain open for acceptance for a minimum period of 90 days. A tender valid for a shorter period may be rejected.

## **7. RETURN OF THE QUESTIONNAIRE**

**The completed questionnaire must be returned to the Clerk, Upper Rissington Parish Council, no later than 19<sup>th</sup> January 2018**

The Tender must be submitted in the form specified. Failure to do so may render the response non-compliant and it will be rejected.

## **9. DISCLAIMERS**

9.1 Whilst the information in this ITT, Due Diligence Information and supporting documents has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.

9.2 Neither the Council, nor any advisors, officers, members, partners, employees, other staff or agents:

- (a) makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT; or
- (b) accepts any responsibility for the information contained in the ITT or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

## **10. INDICATIVE TIMETABLE**

10.1 Set out below is the proposed procurement timetable. This is intended as a guide and whilst the Authorities do not intend to depart from the timetable it reserves the right to do so at any stage.

<b>Stage in the Procurement</b>	<b>Deadline</b>
Deadline for return of ITT to the Authority	19 <sup>th</sup> January 2018
Evaluation of the ITT responses commences	22 <sup>nd</sup> January 2018
Clarification meetings if required	29 <sup>th</sup> January – 1 <sup>st</sup> February 2018
Report to Full Council	7 <sup>th</sup> February 2018
Award of Contract	8 <sup>th</sup> February 2018
Contract start date	1 <sup>st</sup> March 2018

**11. ELIGIBILITY, SELECTION AND AWARD CRITERIA**

11.1 In addition to price, all Tenders will be evaluated against the selection criteria set out in the table below.

<b>Selection Criteria</b>	<b>Weighting</b>
Health and Safety	15%
Environmental Sustainability	5%
Technical capacity, expertise and experience	55%
Existing experience of equipment	5%
References	20%
<b>Total</b>	<b>100%</b>

**12. CONTRACT AWARD**

12.1 Contract award is subject to the formal approval process of the Council which will take place at the Full Council meeting on **7<sup>th</sup> February 2018**. Until all necessary approvals are obtained no agreement will be entered into.

12.2.1 The Council shall be under no obligation to accept the lowest or any Tender.

## SCHEDULE 2

### SPECIFICATION

#### LOT 1 – GRASS CUTTING

##### Key Aims

- To provide a good quality sward, within agreed levels, which is fit for the purpose for which it is intended
- To ensure each site is left tidy

##### The specification of work

To cut the areas marked on **Plan A** as follows:

- |   |                       |   |
|---|-----------------------|---|
| 1 | General Scope of work | The work involves cutting grass on public highways and footpaths, on public open spaces and amenity areas and at the recreation grounds. Grass is defined as to include all other vegetation within the specified area. Any weed growth, such as nettles, from adjoining properties that overhangs the grass areas indicated is to be cut back flush to the boundary on each occasion.  |
| 2 | Plant and Transport   | The Contractor is to provide all tools, plant and cutting machinery, together with fuel etc. The Council will not be liable for any damage to any contractor's equipment caused by carrying out these works. The contractor is to provide any equipment including transport which he requires to carry out the work   |
| 3 | Areas to be cut       | The areas to be cut are specified in the attached plans. This includes the village recreation grounds and playing field. In addition, there are approximately 2 miles of verges and a number of other smaller areas of grass.   |
| 4 | Period of work        | 1 <sup>st</sup> March to 31 October each year of the contract.  |
| 5 | Date of cuts          | All cutting is to be completed within 7 days of the following dates:<br><br>17 Cuts (the first two cuts to be collected, the remainder to be mulched): 15 and 29 March, 12 and 26 April, 10 and 24 May, 7 and 21 June, 5 and 19 July, 2 and 16 and 30 August, 13 and 27 September, 11 and 25 October.<br><br>These dates may be varied by agreement with the Clerk having regard to growing conditions and any other material considerations. The Council reserves the right to omit any cut or cuts.   |
| 6 | Mowing                | The contractor shall keep all grass areas mown using pedestrian operated or ride on rotary or cylinder mowers or trimmers. Clippings may be left on and evenly distributed over the area.<br><br>The grass on verges and other open spaces shall be a max height of 40mm with a max cutting height of 30mm and a minimum cutting height of 20mm.<br><br>The grass on the Recreation Ground shall be a max height of 25 mm with a max cutting height of 15mm and a min cutting height of 10mm. If an area is used for football it is to be cut with a rotary mower for 6 weeks following preparation for the new season. |

- |    |                          |  |
|----|--------------------------|--|
| 7  | Obstacles                | At each mowing it will be necessary for the contractor to cut around the base of walls, fences, hedges, play equipment and other obstacles to the same height and standard as the surrounding areas.   |
| 8  | Cleaning up after mowing | At the end of grass cutting operations, the contractor shall ensure that any grass cuttings or debris that have been distributed over roads, footpaths or other hard surfaces shall be swept up or blown on to grassed area.   |
| 9  | Extent of mowing areas   | In residential areas, the contractor shall cut the full area of grass including ditches on the site up to the roadways, pathways, fencing and any other boundaries. On non-residential roads the contractor shall cut the full area of grass from the edge of the road to the boundary wall/hedge. Where overgrown hedges prevent this, the contractor should notify the Clerk with details of the location and the Clerk will try to arrange for the hedges to be cut back. |
| 11 | Completion               | Once the contractor has commenced grass cutting in an area, he shall complete it without delay before moving on to the next area.  |
| 12 | Damage to verges         | The Clerk should be informed of any damage caused to verges which impedes cutting (e.g. work by utilities) giving details of the address, the date that the damage occurred and any comments arising. The Council may deal with the matter and advise the contractor accordingly.  |
| 13 | Rectify                  | The contractor shall be required to recut, within 24 hours, any area deemed to be unsatisfactorily mown, at his expense.   |

## **SPECIFICATION**

### **LOT 2 – HEDGES**

#### **Key Aims**

- **To provide neatly clipped hedges which are weed free**
- **To prevent hedges affecting footpaths or vision splays**
- **To ensure that footpaths wide enough to allow access for wheelchairs and pushchairs**

#### **Plant and Transport**

The Contractor is to provide all tools, cutting machinery and plant together with fuel etc. The Council will not be liable for any damage to any contractor's equipment caused by carrying out these works. The contractor is to provide any equipment including transport which is required to carry out the work.

#### **Prunings**

The Contractor shall be responsible for disposing of all material cut back and pruned and for leaving all sites in a tidy condition.

#### **The specification of work:**

To cut hedges and small trees to an accepted horticultural standard with particular reference to the nesting season and to hibernating animals. To strim overgrown vegetation. Pernicious weed, such as Old Mans Beard should be cut off at the base. A contractor may use a flail to cut hedges where in larger, open area.

The hedges marked A to B and C to D on the plan in **Plan B** are to be cut according to the following specification:

- The Contractor shall trim and prune the hedges to encourage a stable hedge.
- The Contractor shall cut back the current growth to the point of the previous cut, and the hedge shall be trimmed, pruned back to the same height, width and general shape as that which existed at the completion of the last trim,
- All hedges shall be cut both sides and top.
- The Contractor shall cause minimum disturbance to nesting birds and wildlife in compliance with the Wildlife & Countryside Act 1985.
- For the hand cut only, the Contractor shall make all cuts cleanly and remove any ragged edges using a sharp blade
- The Contractor shall leave grass edges adjacent to hedges neat, vertical, tidy and weed free at the time of cutting.

## **SPECIFICATION**

### **LOT 3 – JUBILEE GARDENS**

#### **Key Aims:**

- To provide high quality floral and shrub displays that are healthy, vigorous and allowed to reach their full flowering potential
- To achieve weed and litter free displays

#### **Plant and Transport**

The Contractor is to provide all tools, cutting machinery and plant together with fuel etc. The Council will not be liable for any damage to any contractor's equipment caused by carrying out these works. The contractor is to provide any equipment including transport which is required to carry out the work.

#### **Prunings and Litter**

The Contractor shall be responsible for disposing of all material cut back and pruned etc and for leaving all sites in a tidy condition. Litter may be bagged up and removed.

**SCHEDULE 3**

**TENDER RESPONSE**

**For the Provision of Grounds Maintenance Services**

**Tenderers are to complete Schedule 3 – Parts A, C, D and E**

**Please return response sections by post to:**

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**All tenders to be in sealed envelopes and marked in the top left-hand corner**

**'Tenders – to be opened only by tender panel'**

**Part A**

**Commercial Information**

**A.1. Company/Organisation identity –**

A.1.1. Company name of organisation submitting the tender:

A.1.2. Contact name and position in organisation:

A.1.3. Company address:

A.1.4. Contact telephone number:

A.1.5. Contact e-mail Address:

A.1.6. Company Web Site Address:

A.1.7. Company Registered Address if different from above:

**A.2 Areas of Business**

A.2.1. Please indicate below the principle areas of business activity of your organisation:

A.2.2. Please indicate which elements if any of the services your organisation anticipates may be sub-contracted:

**A.3 Insurance**

A.3.1 Please provide a copy of your organisation’s insurance certificates and provide the required information regarding your company/organisation's insurance cover:

Public Liability Insurance Min £10,000,000	
Insurer	
Policy Numbers	
Expiry Date	
Limits of indemnity (per occurrence and aggregate)	
Excess (if any)	
Employers Liability Insurance £5,000,000	
Insurer	
Policy Numbers	
Expiry Date	
Limits of indemnity (per occurrence and aggregate)	
Excess (if any)	

**A.4 Health and Safety**

A.4.1 Please supply the name and designation of the person responsible for the implementation of the organisations Health and Safety Policy.

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A.4.2 If you employ 5 or more employees, please enclose a copy of your current Health and Safety policy.

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A.4.3 If you employ less than 5 employees, please tell us how you ensure that your Health and Safety measures are put into place and practiced within your organisation.

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**A9 Environmental Sustainability**

A.9.1 Please enclose a copy of any environmental management certification that your organisation holds. If you do not have any certification, please detail how your organisation complies with environmental legislation.

**Part C**

**TECHNICAL CAPABILITY**

**C.1 Previous Experience**

C.1.1 Please provide information of your organisations technical capacity and expertise and experience over the past five years of carrying out similar services under a formal contract to the public sector, in particular parish councils or other public bodies.

C.1.2 Please detail below any problem/delay that has been encountered by your organisation when implementing new contracts such as this. If problems / delays have been encountered, please explain how the situation was resolved.

C.1.3 Bidders must have existing experience of all the equipment that is currently in use in order to ensure that they can deal with faults from the start of the contract.

**C.3 Staff Skills and Development**

C.3.1 Please indicate below whether any operatives you employ and would expect to engage on this contract have specific skills/qualifications related to the range of requirements set out in the specification.

Skill / qualification	Number of operatives

C.3.2 Please provide details of your current training policy/procedures (including any health and safety training), and describe how you ensure that skills are maintained. Max 400 words

**C.4 References – please provide 2 references**

C.4.1 Please provide details for three companies for which you have delivered similar projects that will provide a reference. The Authorities will take up two references.

**Reference 1**

Company Name	
Company Address	
Contact name	
Contact Phone Number	
Contact e-mail address	
Website details	
Contract start / end dates	
Value of contract	
Brief description of contract including use of sub-contractors if applicable	

**Reference 2**

Company Name	
Company Address	
Contact name	
Contact Phone Number	
Contact e-mail address	
Website details	
Contract start / end dates	
Value of contract	
Brief description of contract including use of sub-contractors if applicable	

**Part D**

**TECHNICAL PROPOSAL**

**D.1 Service Requirements**

D.1.1 Please detail below the format in which your organisation can receive Service Requests

**D.2 On-site Arrangements**

D.2.1 What arrangements does your organisation have for the removal and recycling of any rubbish and debris accumulated during the supply of the services?

**D.3 Quality of work and Supplier conduct**

D.3.1 Please detail the checks that your organisation will make to ensure that the services will be carried out by a suitably trained and competent team / member of staff:

**D.4 Sub-Contracting**

D.4.1 Please detail your organisations methodology for employing sub-contractors and ensuring that sub-Contractors if used on this contract are fully compliant with the terms and conditions of the Framework Agreement.

**Part E**

**FINANCIAL PROPOSAL**

**LOT 1 – Grass Cutting**

	Per cut	Per year
Cutting, strimming and clearing verges		
Cutting strimming and clearing the Recreation Ground		
Cutting strimming and clearing other open spaces		
Any other costs (please specify)		
Total (excluding VAT)		
Total including VAT		

**FINANCIAL PROPOSAL**

**LOT 2 – Hedges and Footpaths**

	Annual
Hedge cutting	
Strimming	
Other costs (please specify)	
Total (excluding VAT)	
Total (including VAT)	

**FINANCIAL PROPOSAL**

**LOT 3 – Jubilee Gardens**

	Per operation	Season	Each year
Watering		N/A	
Weeding and general maintenance		N/A	
Other costs			
Total (excluding VAT)			
Total (including VAT)			

**Document 1**

**Form of Tender**

TO BE COMPLETED BY THE TENDERER

To: Upper Rissington Parish Council

PROVISION GROUNDS MAINTENANCE SERVICES UNDER THE CONTRACT

To: The Authorities

From:

Having examined the Invitation to Tender and all other Schedules, and being fully satisfied in all respects with the requirements of the ITT (including the Conditions of Tender) for the above mentioned Services, I/We hereby offer to provide the whole of the services for the term of three (3) years from the Date of Commencement stated above with conformity with the Conditions of Contract and the Methods of Work, Specifications and the Pricing Documents for the prices in the Pricing Documents. If this offer is accepted I / we will execute documents in the form of the Contract within 30 days of being called upon to do so.

Unless and until a formal contract is prepared and executed this tender, together with your written acceptance thereof, shall constitute a binding contract between us.

I / We understand that you are not bound to accept the lowest or any tender you receive.

I / We understand that no payment will be made for any expenses or losses incurred in the preparation of my / our tender.

I/we agree that this tender remain open for acceptance for 90 days after the closing date for submission.

I/we warrant that I/we have all the requisite corporate authority to sign this Tender.

**Signed:** .....

**For and on behalf of:** .....

**Address:** .....

.....

.....

**Date:** .....

**Document 2**

**Declaration**

I certify that the information supplied is accurate to the best of my knowledge and belief.

I understand that Upper Rissington Parish Council may contact anyone to verify this information, and that false or misleading information could result in my/our exclusion from the select tender list.

I also understand that it is a criminal offence, punishable by imprisonment to give or offer to give any gift or consideration whatsoever as an inducement or reward to any servant or member of a public body. In addition, your specific attention will be drawn to the clause in the proposed contract empowering the Authorities to cancel the contract and to recover any loss from the contractor if the contractor has offered any gift or inducement of any kind in relation to obtaining the contract.

Signed \_\_\_\_\_

Position held \_\_\_\_\_

For and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

Before returning this application form, please ensure that you have: -

- Answered all questions.
- Enclosed all relevant documents.
- Completed the above declaration.

**N.B. APPLICATIONS MAY NOT BE CONSIDERED UNLESS ALL THE ABOVE HAS BEEN PROVIDED**