**TENDER FOR grounds MAINTENANCE**

**tO INCLUDE FOOTBALL PITCHES AND**

**open spaces**

**Off**

**winchester ROAD/MICHELDEVER ROAD**

**whitchurch**

**hampshire**

**rg28 7rb**

**TENDER CLOSING DATE:**

**28 february 2021**

**The Town Clerk**

**Town Hall**

**Newbury Street**

**Whitchurch**

**Hampshire**

**RG29 7DW**

**Tel: 01256 892107**

**email: clerk@whitchurch-hampshire-tc.gov.uk**

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**THE TENDER**

**The Council’s requirement**

The Council is seeking tenders for the grounds maintenance of our new site which includes 3 sports pitches and open space.

The contract will be for a period of 3 years, unless terminated as per the Conditions of the Contract and will commence on 1 April 2021.

**Evaluation**

The Council will evaluate tenders by considering the following principal factors:

1. compliance with tender documentation;
2. tender submission including price;
3. references.

**The Council does not bind itself to accept any tender, but every effort will be made to reach a decision on a preferred tenderer by 17 March 2021.**

**Canvassing etc**

Any tenderer who canvasses any member or officer of the Council, whether directly or indirectly,

relating to the award of this contract will be disqualified.

A tenderer will also be disqualified if they:

1. fix or adjusts the amount of the tender by arrangement with any other person or business; or
2. communicates to any person or business other than the Council the amount of the tender (unless the disclosure is made for insurance purposes, for example); or
3. agrees with any other person or business that the they will agree not to tender or as to the amount of any other tender to be submitted; or
4. offers or pays any sum of money to any person to induce such a person to accept the tender then the tenderer shall be disqualified from tendering and may be subject to civil and criminal liability.

**How to complete the tender**

a) The tender must be calculated with careful reference to the contents of the contract.

b) Tenderers must also submit with their tender:

* 1. information about their insurance cover.
  2. Details of two referees for whom a similar service has been provided, unless the contractor has carried out work for Whitchurch Town Council within the past three years. The Council will contact referees as part of the tender evaluation process.

c) Price

1. The price should be quoted exclusive of VAT.
2. All travelling time and expenses should be included in the tender price.
3. No additional payment will be made in respect of any changes in the cost to the successful tenderer in carrying out the work.
4. No costs incurred in the submission of the tender, producing any supporting information or additional explanations required will be met by the Council, whether the tender is successful or not.

**Compliance with tender documents**

Tenders made must be in accordance with all the contract documentation and no changes should be made to tender documents. Similarly, tenders must not be accompanied by statements making them qualified in any way.

**General**

Any enquiries relating to the contract documents should be addressed to Mrs S Weir, Town Clerk, Whitchurch Town Council, Town Hall, Newbury Street, Whitchurch, Hampshire. RG29 7DW. 01256 892107 or 07498 548314, [clerk@whitchurch-hampshire-tc.gov.uk](mailto:clerk@whitchurch-hampshire-tc.gov.uk)

**How and where to return the tender**

Tenderers must complete and sign the form of tender. The signatory must be authorised

to sign the tender.

Tenders must be returned in a sealed envelope to The Town Clerk, Whitchurch Town Clerk, Town Hall, Newbury Street, Whitchurch, Hampshire. **BEFORE MID-DAY ON 28 FEBRUARY 2021.**

If tenders are delivered by hand a receipt will be issued if requested. THE TENDER ENVELOPE AND ITS FRANKING MUST NOT BEAR ANY INDICATION OF THE TENDERER’S IDENTITY AND THE ENVELOPE MUST ONLY BE MARKED “TENDER FOR GROUNDS MAINTENANCE”.

**DECLARATION**

• You should only complete the tender after you have read and fully understood all the contract documents.

• Once a tender has been awarded no allowance can be made for any errors, omissions or misjudgements in tendering.

**TO: Whitchurch Town Council, Town Hall, Newbury Street, Whitchurch, Hampshire. RG28 7DW**

* + 1. We tender to carry out the work referred to in the tender documents in accordance with the details set out below. We agree that this tender together with the Council’s written acceptance will constitute a contract between us.
    2. We certify that this is a bona fide tender and that we have not fixed or adjusted the

amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we agree not to do at any time before the tender closing date any of the following:

1. communicating to a person the amount or approximate amount of the

proposed tender except where the disclosure in confidence of the

approximate amount of the tender was necessary to obtain insurance

premium quotations required in connection with the preparation of the tender.

1. entering into any arrangement or agreement with any other person or

business that he/they should refrain from tendering or as to the amount of any tender submitted.

1. offering to pay any sum of money or gift to any person for doing any of the acts in (a) or (b).

Signed…………………………………………………….

Date……………………………………………………….

Company name …………………………………………

Address ………………………………………………….

…………………………………………………………….

Telephone ……………………………………………….

e-mail …………………………………………………….

Please supply the following information, using separate sheets if preferred.

1. Experience
2. Location

Please give the location of your main office and any branch office if relevant.

1. Insurance

Please provide details of your insurance and indemnity cover.

1. References

Please provide details (names, addresses, telephone/fax numbers and contact name) of:

(a) two organisations/individuals (whichever is the more appropriate) for whom you have provided grounds maintenance works.

NB. If you have carried out grounds maintenance work for Whitchurch Town Council within the past three years, references are not required.

**CONTRACT CONDITIONS**

1. **PAYMENT**

The Contractor will issue a monthly invoice for works carried out at the site which will show VAT separately.

The Council shall consider and verify all invoices submitted by the Contractor in a timely fashion and any undue delay in doing so is not sufficient justification for failing to regard an invoice as valid and undisputed.

**2. EMPLOYEES**

The Contractor must employ sufficient numbers of appropriately trained and experienced staff to ensure that the service is provided to the agreed standard.

If the Council has grounds for concern about the actions, behaviour or record of any person involved in the provision of the service, the Council shall make representations to the Contractor who shall use its best endeavours to comply with any recommendation made by the Council regarding the provision of the service by that person.

**3. ASSIGNMENT AND SUB-CONTRACTING**

The Contractor shall not assign or sub-contract the contract or any part of it without the Council’s prior written consent.

**4. INDEMNITY AND INSURANCE**

The Contractor agrees to indemnify the Council against all actions, claims and costs relating to injury (including death) or loss of or damage to property which arises out of the Contractor’s failure to provide the service to the contract standard except where attributable to the Council’s own negligence or that of its servants or agents.

The Contractor shall provide evidence of adequate insurance to cover the potential liability in the above which shall be for the minimum sum of £10 million in respect of any one occurrence.

The Contractor shall also take out and maintain in force employer’s liability insurance in a minimum amount for each and every claim, act or occurrence or series of claims, acts or occurrences which may be made.

The Contractor shall provide risk assessments, health and safety certificates, and evidence of any professional indemnity. If these documents cannot be provided, then the Contractor should explain why they are not available.

**5. DISPUTE RESOLUTION**

If a dispute or difference has arisen between the Council and the Contractor relating to this agreement both parties shall use all reasonable endeavours to resolve the dispute and to this end shall meet as soon as possible with a view to discussing and resolving the matter. This clause shall not operate to prejudice the rights of either party against the other whether through litigation or otherwise.

**6. BREACH OF CONTRACT**

If the Contractor:

1. has offered any gift or consideration of any kind as an inducement or disincentive for doing anything in respect of this contract or any other contract with the Council; or
2. has committed an offence under the Bribery Act 2010;
3. becomes bankrupt; or
4. has a receiving order made against it; or
5. presents its petition in bankruptcy; or
6. is subject to a winding up order; or
7. has a receiver appointed; or
8. is in persistent and/or material breach of contract (by failure to achieve the contract standards or otherwise); then the Council shall terminate the contract immediately and recover all losses resulting from such termination.

**7. GENERAL**

All variations shall be recorded in writing and attached to this agreement.

This agreement is governed by English law.

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this agreement.

The Contractor shall not be liable for any default in the provision of the service caused by any relevant factor beyond the Contractor’s control (e.g. Act of God, strikes, Act of Government, Force Majeure, etc).

Any notice to be served on the Contractor or the Council shall be sent by recorded delivery to their respective addresses referred to in the Agreement.

The Contractor will immediately notify the Council when damage is caused by the Contractor to any assets of the Council.

The Contractor shall make good at his own expense any damage caused by the Contractor to any assets of the Council.

This agreement represents the complete agreement between the Council and the Contractor and supersedes all other undertakings, statements and agreements relating to the Service.

**SPECIFICATION of works**

1. **Introduction** 
   1. The Council is seeking tenders for the maintenance of our new site off Winchester Street, Whitchurch which consists of 3 sports pitches and open space. Two of the pitches have been constructed to FA standard and we require quotes to maintain them to the required standard.

* 1. It is suggested that the tenderer should visit the site to assess the work required, to view the topography and layout of the area, before the tender is submitted. There are still some works to be completed by the developer when the weather improves, which are: -
* Move mulch behind the pavilion to the planted area once conditions improve.
* Rotavate and seed the area behind the pavilion once conditions improve.
* Rake and remove flint and builder’s rubble/bricks/tile fragments and the like from perimeter grass areas when conditions improve.
* Trim tree line behind the pavilion for ball retrieval.
* Bollard to the Micheldever Road entrance to be installed once delivered.
* Complete/maintain/replant landscaping as s106 agreement as required by BDBC in compliance with the planning permission.

1. **Works to be undertaken** 
   1. The required work is fully described in the site schedule of work. We appreciate that the

number of visits in the tender for the cutting of the sports pitches may need to be increased.

* 1. The specification includes the expected visits to the site, but this may increase or decrease

throughout the annual cycle.

2.3 All works should be carried out in accordance with the principles and practices of accepted and recognised horticultural standards.

2.4 The Contractor shall ensure that the Council’s property is protected against accidental or negligent damage likely to be caused through undertaking the works specified.

2.5 Any damage caused by the Contractor will be immediately made safe and repaired to the satisfaction of the Council at the Contractor’s expense.

**3 Access**   
3.1 The Contractor will be provided with the necessary keys to access the site.

3.2 Public access shall not be impeded or denied by the Contractor unless previously approved by the Town Council, but the Contractor may ask members of the public to move so that works can be undertaken.

3.3 At all times, the site will be kept clean and tidy.

**4. Disposal of waste**

4.1 The Contractor shall ensure that all waste collected, produced or arising from the undertaking of the works is correctly and properly disposed of making use of licensed and approved tips or incinerators as appropriate.

* + - * 1. **Weather conditions**
  1. Work shall not be carried out with any machinery when ground conditions are such that

detrimental effects may occur such as deep rutting and puddling.

5.2 The Contractor shall make allowance for climatic variations which may impact on the schedule.

**6. General Conditions**

6.1 Grass will be cut up to the paths, fencing or other boundary and all obstacles will be strimmed around and beneath.

6.2 Extreme care shall be taken when cutting around the base of trees to prevent damage.

6.3 Prior to cutting, the area should be inspected for obstructions such as litter and dog fouling which shall be removed and placed in the waste bins. If hypodermic needles are encountered, all necessary precautions should be taken when removing them.

6.4 All grass areas shall be cut cleanly and evenly to the same height without damaging the existing surface. The finish shall be free of ribbing, skids, ruts, divots and excessive tyre marks.

6.5 The Contractor shall ensure that their machinery is maintained according to the manufacturer’s guidelines and all operators are trained accordingly.

6.6 The Contractor will send a copy of their public liability insurance to the Town Clerk annually.

**7. Strimming**

7.1 The Contractor may be required to strim around obstacles within the confines of the various categories of grass areas described in this schedule.

**8. Pesticide Application**

8.1 All herbicides and growth regulators to be used in the works schedule shall be suitable for use in public areas.

8.2 The Contractor shall ensure that all legislation is followed when using pesticides and that members of staff are trained accordingly.

**9. Health and Safety**

9.1 The Contractor shall ensure that employees working on the site are suitably qualified and assessed and provided with all protective clothing (PPE) applicable to the materials being applied and shall be given access to washing and cleaning facilities as necessary.

9.2 The Contractor shall ensure that all materials are properly stored and transported, providing secure storage as required under current legislation.

9.3 The Contractor shall ensure that all machinery used shall be carefully maintained whilst the contract is in place.

9.4 The Contractor shall ensure that the method of application and the undertaking of such works proceeds in such a manner as to cause no damage or injury to any desirable plants or vegetation, animals, machines or items of equipment. Any such damage will be held to be the responsibility of the Contractor and they will be required to make good any damage and will be responsible for any claims for compensation arising from these actions or omissions.

**10. Hedge and Shrub Maintenance**

10.1 All hedge and shrub maintenance should fall outside the bird nesting season.

**11. Litter picking**

11.1 The Contractor will need to make provision in the tender for any litter picking that maybe required prior to carrying out work.

11.2 Litter may be disposed of in the bins that will be installed at the site.

**12 Additional Works**

12.1 The Council may request additional works to be carried out and will request a quotation for these works. A purchase order number must be provided before any works are carried out.

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| **WHITCHURCH TOWN COUNCIL - SPORTS PITCHES AND SITE SCHEDULE OF WORK FROM APRIL - MARCH**  Contractors should also refer to the s106 agreement for further instructions about the  maintenance of the site. | | | | | | | | |  | |  | |  | |  | |  | |  | |  | |  | |  | |
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| **Ref** | **Description** | **Visits per year** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | | **Sep** | | **Oct** | | **Nov** | | **Dec** | | **Jan** | | **Feb** | | **Price per visit** | | **Total** | |
| 1 | Strim, cut or mow all of the grassed area in the site up to the perimeter hedges/fence | 13 | 1 | 2 | 2 | 2 | 2 | 1 | | 1 | | 1 | | 1 | |  | |  | |  | |  | |  | |
| 2 | Pick up litter from the site | 17 | 1 | 3 | 3 | 3 | 3 | 1 | | 1 | | 1 | | 1 | |  | |  | |  | |  | |  | |
| 3 | Weed Spraying (Hard standing & planted areas) | 4 |  |  | 1 |  | 1 |  | | 1 | |  | | 1 | |  | |  | |  | |  | |  | |
| 4 | Rough cut of Western/Southern perimeters & bank between pitches | 2 |  |  |  | 1 |  |  | |  | |  | | 1 | |  | |  | |  | |  | |  | |
| 5 | Leaf Clearance | 4 |  |  |  |  |  |  | |  | | 2 | | 2 | |  | |  | |  | |  | |  | |
| 6 | Wildflower Cutting - light cut in March and a cut when the flowers have died. All cuttings to be collected and removed from the site. | 2 | 1 |  |  |  |  |  | | 1 | |  | |  | |  | |  | |  | |  | |  | |
| 7 | Maintenance to the orchard which is located on the left as you enter the road to the site |  |  |  |  |  |  |  | |  | |  | |  | |  | |  | |  | |  | |  | |
| 8 | Trim all greenery around the perimeter of the site | 3 | 1 |  | 1 |  |  |  | |  | |  | | 1 | |  | |  | |  | |  | |  | |
| 9 | Trim all greenery inside the site | 3 | 1 |  | 1 |  |  |  | |  | |  | | 1 | |  | |  | |  | |  | |  | |
| 10 | Remove all debris from the site | 13 | 1 | 2 | 2 | 2 | 2 | 1 | | 1 | | 1 | | 1 | |  | |  | |  | |  | |  | |
| 11 | Watering -  new planting to be watered at least monthly between May and September for the first 2 years. Any failed planting is to be notified to the Council. | 6 |  |  | 1 | 2 | 1 | 1 | | 1 | |  | |  | |  | |  | |  | |  | |  | |
|  |  |  |  |  |  |  |  |  | |  | |  | |  | |  | |  | |  | |  | |  | |
| **Football Pitches** | |  |  |  |  |  |  |  | |  | |  | |  | |  | |  | |  | |  | |  | |
|  | **Pitch 1 and 2** | **Visits per year** |  |  |  |  |  |  | |  | |  | |  | |  | |  | |  | | **Price per visit** | | **Total** | |
| 1 | Cutting | 13 |  |  |  |  |  |  | |  | |  | |  | |  | |  | |  | |  | |  | |
| 2 | Scarification | 1 |  |  |  |  |  |  | |  | |  | |  | |  | |  | |  | |  | |  | |
| 3 | Fertiliser application (slow release) | 3 |  |  |  |  |  |  | |  | |  | |  | |  | |  | |  | |  | |  | |
| 4 | Broadleaf application to remove broadleaf weeds | 1 |  |  |  |  |  |  | |  | |  | |  | |  | |  | |  | |  | |  | |
| 5 | Autumn shockwave to remove compaction | 1 |  |  |  |  |  |  | |  | |  | |  | |  | |  | |  | |  | |  | |
| 6 | Top-dress 40t sports sand per pitch | 1 |  |  |  |  |  |  | |  | |  | |  | |  | |  | |  | |  | |  | |
|  |  |  |  |  |  |  |  |  | |  | |  | |  | |  | |  | |  | |  | |  | |
|  | **Pitch 3** |  |  |  |  |  |  |  | |  | |  | |  | |  | |  | |  | |  | |  | |
| 1 | Cutting | 13 |  |  |  |  |  |  | |  | |  | |  | |  | |  | |  | |  | |  | |
| 2 | Fertiliser application | 1 |  |  |  |  |  |  | |  | |  | |  | |  | |  | |  | |  | |  | |
| 3 | Shockwave to remove compaction | 1 |  |  |  |  |  |  | |  | |  | |  | |  | |  | |  | |  | |  | |
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