



HUGHENDEN PARISH COUNCIL

INVITATION TO TENDER

GARDEN OF REST GROUNDS 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.

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.

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 **GARDEN OF REST GROUNDS MAINTENANCE**

Overall Purpose

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

The overall purpose is to provide a 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 the site in a well-maintained and tidy condition.

The specification below sets out Core Services for which a single total price shall be submitted in the Tender Response Document. The specification also sets out Additional Services for which an hourly rate shall be submitted in the Tender Response Document.

The Council wishes to receive tenders from organisations who are able to 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.

Location and geography/topography

The Garden of Rest is located on Four Ashes Road approximately 0.25 miles southwest of the junction with Cryers Hill. The site slopes gently from the road northwest towards Hughenden Valley and is approximately 5 acres in size. The site is largely laid to grass with a boundary made up of hedging and fencing. There is a building within the site which consists of a waiting room, store room and memorial area. The lower field is planned as an area for future expansion of burial services.

Use

The site is a burial ground for full interment and interment of cremated ashes. The site is also a place of contemplation and remembrance.

Garden of Rest Burial Regulations

The Contractor shall carry out activities in accordance with Garden of Rest Burial Regulations. The Contractor shall ensure that staff working within the Garden of Rest have an intimate knowledge of Garden of Rest Burial Regulations. Special attention is required to keep this sensitive area attractive and peaceful.

In carrying out duties the Contractor and his staff shall:

- Behave in an appropriate manner, having due regard to the sensitive nature of the site, and be helpful and courteous to all persons visiting the cemetery.
- Exhibit a caring attitude, showing respect to both mourners and staff employed by funeral directors and to others visiting the burial ground.
- Not undertake grounds maintenance while an interment is taking place. The Contractor shall be informed by the Clerk by email when an interment is booked. As much notice as possible shall be given to allow the Contractor to re-schedule work if necessary.

Works

Core Services:

1 Grass Cutting

- 1.1 The Contractor is required to maintain grassed areas at a grass height of between 20mm and 50mm at all times. The mower should be fitted with either a mulching attachment or grass box.
- 1.2 The first cut normally being in mid-April and the final cut in late October/early November according to seasonal growth patterns.
- 1.3 Prior to cutting, the Contractor shall ensure that the grass is free of significantly large stones and other debris. The Contractor shall inspect the site for areas of ground sinkage/potholes and areas of potential hazard and shall inform the Clerk immediately of any hazards.
- 1.4 The Contractor shall, during the period of the contract, ensure that machines engaged in grass cutting operations are sharp and properly set to produce a true and even cut. Any damage or areas of grass not cut to the approval of the Clerk from such a lack of maintenance shall be made good by the Contractor at his own expense and to the satisfaction of the Clerk.
- 1.5 The Contractor shall, during the period of the contract, ensure that machines are properly guarded and maintained to present no danger to the operator, surrounding structures, vehicles or any person near operations. The Contractor shall provide his staff with safety equipment and ensure that staff use these at all times when engaged in work for the Council.
- 1.6 During the period of the contract, no growth regulators of any form shall be applied to any area of grass without the Clerk sanctioning such an operation, in writing, in advance.
- 1.7 All grass shall be cut cleanly and evenly and without damaging the existing surface.
- 1.8 The Contractor shall complete one area of grass cutting before moving onto the next and, immediately after cutting a scheduled area, the Contractor shall ensure that all grass clippings are cleared from all paved areas, paths, signs, buildings and memorial stones either by sweeping or use of a blower.
- 1.9 Soft vegetative growth, such as clover, shall be deemed to be part of the Contract where it falls within areas of grass.
- 1.10 Mowing shall take place on the full area of grass at the site up to the paving, fencing obstacles and any other boundaries.
- 1.11 Areas not cut to the satisfaction of the Clerk shall be re-cut by the Contractor at the Contractor's own expense.
- 1.12 In very wet conditions, operations involving grass cutting shall cease until conditions allow operations to recommence without damaging the surface levels and contours of the ground or producing grass cutting 'divots' from the machine rollers of cutters.
- 1.13 Should the Contractor cause damage to the surface or levels of the ground, or create 'divots' during grass cutting operations, the Contractor shall at his own expense reinstate such damage forthwith to the satisfaction of the Clerk.
- 1.14 Mowing shall be carried out as close as possible to fixed obstructions. Moveable obstructions may be removed to facilitate cutting and replaced before the Contractor leaves the site.

1.15 Mowing around obstructions including seats, trees, fence lines, posts, memorial stones and kerbs and the like, and in the proximity of margins, shall be undertaken using tools and machines as appropriate. The cutting of such areas shall be undertaken within 24 hours of the main site being mowed and will be deemed to be included in the contract.

1.16 All persons operating machinery must be satisfactorily trained and the Council reserves the right to require the Contractor to provide adequate proof that his operators are suitably trained, conversant with Health and Safety legislation and competent in operating methods.

2 Hedge Trimming

2.1 The following specification is intended to provide strong healthy and stable hedges, cleanly cut and of an approved shape and size.

2.2 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.

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

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

2.5 Unless otherwise agreed with the Clerk, each hedge shall be the same size at the 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.

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

2.7 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.

2.8 The Contractor shall leave grass edges adjacent to hedges neat, vertical, tidy and weed free at the time of cutting.

2.9 The Contractor shall ensure that the bases are weed free after each visit to hedges.

2.10 The Contractor shall collect litter from the hedge base prior to cutting, ensuring that litter is not collected with the recyclable trimmings.

3. Gardening

This Specification is intended to achieve strong healthy and stable shrubs, cleanly pruned to good horticultural practice and of an appropriate shape and size for their location and to keep all areas weed and litter free at all times. Weed control shall be by physical means, mulching is permitted annually. Chemical weed control shall only be permissible with the prior written consent of the Clerk. On occasion, the Clerk may require the Contractor to plant new shrubs, adhering to good horticultural practice. In such circumstances the Council shall pay for the cost and supply of new shrubs.

4. Trees

The Contractor shall undertake general tree maintenance of all trees within the Garden of Rest. All pruning work shall be undertaken between 31st October and 1st March in accordance with good practice. All pruning shall be appropriate to the size and type of

tree, to include: removal of sucker growth from the base of the tree, removal of dead diseased or crossing branches and removal of low branches likely to cause an obstruction or interference to visitors or impede mowing operations. All resulting arisings are to be removed from site at the end of the day such as to leave a neat, tidy and safe environment.

5. Topping up and turf laying/reseeding of sunken graves

The Contractor shall allow for the reinstatement of sunken graves with sufficient top soil to top up the graves prior to turf laying/reseeding once the grave has finished settling.

6. Removal of mementos, flowers, wreaths and other objects from graves

In keeping with Burial Regulations made under the Burial Acts 1852 to 1908 with respect to the Garden of Rest, the Contractor shall on the instruction of the Clerk remove unauthorized mementos, objects, shrubs, flowers and wreaths from graves. Mementos shall be catalogued and retained by the Council for 6 months. Christmas flowers and wreaths may remain on tablets from 1st December to 31st January each year. At the time of a special occasion the Council shall permit the placing of flowers and wreaths on memorial tablets for up to a maximum of 4 weeks.

7. Leaf Clearance

The site shall be kept clear of fallen leaves during the months of November and December.

8. Litter picking and waste removal

'Litter' shall, for this Specification, mean the removal of litter, debris, animal faeces, accident debris, cans, cartons, paper, boxes, timber, metals, plastics, glass, tins, fallen branches, dead animals (removed and disposed of in an appropriate manner), hazardous waste and other deposits.

9. Maintenance of building, including waiting room, store room and memorial area.

It is the responsibility of the Contractor to carry out general routine maintenance to the building such as checking guttering and general maintenance of the waiting room. Any substantial repairs or maintenance shall be the responsibility of the Council.

10. Maintenance of gates and fencing

Fences and gates within the Garden of Rest are to be inspected in the spring and autumn of each year and maintenance requirements notified to the Clerk. When repairs are necessary the Council shall fund the cost of materials when sourced competitively from agreed suppliers. With Council agreement, the contractor may carry out the work at the specified hourly rate for Additional Services.

11. Maintenance of seats/benches

The Contractor shall be supplied with a bench Inspection Check List which shall be completed monthly and forwarded to the Clerk.

Scheduled over a 24-month period or as agreed with the Clerk, all seats/benches will be washed with clean water and a mild detergent solution. A wood treatment and metal paint approved by the Clerk, fit for purpose, shall be applied to all metal or wooden seats/benches. During this operation, all plaques shall be protected from staining and damage. Any stains to the plaques shall be removed in an appropriate manner so that no damage is sustained.

12. Maintenance of composting area

In the field below the Garden of Rest there is a small composting area which may be used by the Contractor in accordance with good horticultural practice. The area must be kept tidy.

Additional Services:

13. Winter clearance of snow and ice

As required, it may be necessary for the Contractor to clear snow and ice from the access road to allow for burials in adverse weather conditions. Since it is difficult to predict time spent on this task, this item shall be removed from the 'total price for all works' and be considered as additional hours charged at an hourly rate.

14 Other reasonable maintenance and repair as required including work to gates and fencing.

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 maximum 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 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,
5. are:

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

HPC ITT: Garden of Rest Grounds Maintenance

Date:	
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