



Chilton Town Council

INVITATION TO TENDER (ITT)

GROUNDS MAINTENANCE CONTRACT 1st APRIL 2025-31st MARCH 2028

DEADLINE DATE: Friday 29th November 2024 by NOON

Name of Company Completing the Tender

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1. Introduction

Chilton Town Council (the Council) is pleased to invite qualified and experienced contractors to submit their tenders for the provision of comprehensive grounds maintenance services. This contract is initially for a period of **three years**, with the possibility of extension, subject to satisfactory performance and mutual agreement.

The scope of the services includes, but is not limited to, routine maintenance tasks such as grass cutting, hedge trimming, litter picking, and upkeep of planted areas across various sites owned or managed the Council. The successful contractor will be expected to maintain these areas to a high standard, enhancing their appearance and ensuring they are safe and tidy for public use.

The purpose of the contract is to provide high-quality grounds maintenance services, which meet the needs of the Chilton community and takes into consideration issues of sustainability, value for money and health and safety legislation. We are looking for a service provider who can demonstrate a strong track record in delivering similar services, with a commitment to quality, reliability, and value for money. The contractor should also have a robust health and safety policy, and be able to comply with all relevant environmental and waste disposal regulations.

Core Service Requirements –

- Cemetery Services
- Visual inspection and maintenance of play areas
- Grass cutting
- Maintenance of Hedges
- Maintenance of Horticultural feature
- Vegetation control of hard services
- Litter control.

2. Standard of Work and Equipment

The standard of work must be of high quality and conform to all relevant British Standards, Specification and Codes of Practice. The machinery and equipment must be safe, conform to all relevant standards and must be operated by trained and competent persons.

3. Sustainability

The successful contractor shall implement sustainable grounds maintenance practices where possible. The contractor must also minimise the use of chemical pesticides and herbicides, opting for environmentally friendly alternatives wherever possible.

4. Environment

The contractor shall develop and implement a waste management plan that prioritises waste reduction, recycling and composting. All green waste generated from grounds maintenance activities must be composted or disposed of in an environmentally friendly manner.

The contractor shall take measures to enhance biodiversity within the grounds. This includes planting native species, creating habitats for local wildlife and maintaining existing natural features. The contractor must also avoid activities that could harm local flora and fauna.

The contractor must comply with all relevant environmental laws and regulations, including obtaining any necessary permits and licences.

5. Use of Subcontractors

The Contractor shall be responsible for the management and coordination of all subcontractors involved in the execution of this contract. This includes, but is not limited to, the following responsibilities:

- 5.1 Selection and Engagement:** The Contractor shall ensure that all subcontractors engaged are competent, qualified, and have the necessary resources to fulfill their contractual obligations. The Contractor shall provide documentation for all subcontractors to the Council.
- 5.2 Performance Monitoring:** The Contractor shall regularly monitor and review the performance of all subcontractors to ensure that they are meeting their contractual obligations and maintaining the required standards of work.
- 5.3 Compliance:** The Contractor shall ensure that all subcontractors comply with all relevant laws, regulations, and standards, including health and safety, environmental, and quality standards.
- 5.4 Risk Management:** The Contractor shall identify and manage any risks associated with the use of subcontractors, including risks to schedule, cost, and quality of work.
- 5.5 Communication:** The Contractor shall ensure effective communication between the subcontractors, the Contractor, and the Council. This includes promptly notifying the Council of any issues or changes related to the subcontractors' work.
- 5.6 Dispute Resolution:** The Contractor shall be responsible for resolving any disputes or issues that arise between the Contractor and the subcontractors.

The Contractor acknowledges that they are fully responsible for the acts, defaults, and neglects of any subcontractor, their agents, servants, or workmen as fully as if they were the acts, defaults, or neglects of the Contractor.

6. Supply of Material

- 6.1 General materials:** The Contractor is expected to provide all necessary materials for grounds maintenance, including but not limited to soil, fertilizers, seeds, gardening tools, and safety equipment. This does not include plants.
- 6.2 Plants:** Plants will be approved by the Council and supplied from a specified company. The Contractor will advise the Council on the most appropriate plants to use.
- 6.3 Quality Assurance:** All materials supplied must adhere to the quality standards as specified in the tender document. The supplier may be required to provide test reports or certificates of quality for certain items.

- 6.4 **Delivery:** The supplier is responsible for the timely delivery of materials to the specified location. Any delay in delivery may result in penalties as outlined in the contract.
- 6.5 **Pricing:** The tender should include a detailed pricing structure for all materials, excluding plants. Prices should be inclusive of all taxes and delivery charges.
- 6.6 **End of Season Meeting:** At the end of the planting season, a meeting will be held with the Contractor and plant supplier to discuss the requirements for the next season.

7. **Named Authorisers / Supervising Officer**

Town Clerk, Chilton Town Council

8. **Record Keeping and Monitoring Process**

The Contractor shall establish and maintain a comprehensive record keeping and monitoring process throughout the duration of this contract. This includes, but is not limited to, the following responsibilities:

- 8.1 **Record Keeping:** The Contractor shall maintain accurate and up-to-date records of all activities related to the execution of this contract. This includes records of work performed, costs incurred, time spent, and any issues or changes that arise. All records shall be kept in a secure and organized manner, and shall be readily accessible for review upon request.
- 8.2 **Monitoring Process:** The Contractor shall regularly monitor and review the progress of the work to ensure that it is on schedule, within budget, and meeting the required standards of quality. The Contractor will meet with the Council and Town Clerk on a monthly basis to discuss the monitoring process and any issues.
- 8.3 **Formal Review Points:** The Contractor shall establish formal review points at key stages of the project. At each review point, the Contractor shall provide a comprehensive report to the Council detailing the progress of the work, any issues or changes, and any actions taken or planned. The Contractor shall also provide recommendations for any adjustments to the project plan that may be necessary based on the results of the review.
- 8.4 **Compliance:** The Contractor shall ensure that the record keeping and monitoring process complies with all relevant laws, regulations, and standards, including data protection and privacy laws.
- 8.5 **Transparency:** The Contractor shall ensure that the record keeping and monitoring process is transparent and open to scrutiny by the Council. The Contractor shall promptly notify the Council of any significant findings or developments revealed by the monitoring process.

The Contractor acknowledges that failure to maintain an effective record keeping and monitoring process may result in penalties as stipulated in this contract.

9. Evaluation Criteria

Questions that are scored will be scored using the following unless stated differently below the question.

Meets the requirements and exceeds these	Excellent	5
Meets the requirements	Good	4
Meets the majority of the requirements but not all	Satisfactory	3
Meets some of the requirements but not others	Unsatisfactory	2
Fails to meet the majority of the requirements but meets some	Poor	1
Does not meet the requirements at all	Failed	0

For questions which are scored, a word limit for answers is given. Should responses exceed the word limit, the response up to that word limit will be evaluated and the remainder of the answer will be disregarded.

- Price / Quality ratio of 70:30

Quality Section score will consider the following principal factors:

Criteria	Weighting
Quality Questions	
1	30%
2	25%
3	25%
4	20%

Price Submission is scored on a proportionate basis e.g., the lowest price gains the full score available. Higher prices score proportionately lower marks.

10. Tender Timetable

The Council is not bound to accept any tender. The Council reserves the right to make adjustments to the contract after it has been awarded should it require, in discussions with the successful contractor. However, the estimated timetable for reaching a decision on the contract award is given overleaf. Please note this is for information only and may be subject to change.

Tender Timetable	Date
Invitation to Tender Issued	1 st November 2024
Tender Return Deadline	Friday 29 th November 2024 (Noon)
Notification of the Award Decision	w/c 16 th December 2024
Contract Sign and Pre-Start Meeting	From January 2025

Tender Timetable	Date
Contract Start Date	1 st April 2025

11. Tender Submissions and Notes for Completion

11.1 Tender Submissions

Should you have any queries regarding this Tender or require any assistance please contact the Town Clerk/ Town Council on 01388 721788

Tender submissions are to be received no later than NOON on Monday 1st April 2025. Submissions must be emailed to townclerk@chiltondurham-tc.gov.uk with 'CHILTON TOWN COUNCIL GROUNDS MAINTENANCE CONTRACT CONFIDENTIAL TENDER SUBMISSION' clearly in the subject line or hand delivered /posted to arrive by 12 noon in an envelope clearly marked CHILTON TOWN COUNCIL GROUNDS MAINTENANCE CONTRACT CONFIDENTIAL TENDER SUBMISSION. A received receipt will be issued for those that are hand delivered it is the tenderers responsibility to ensure that tenders submitted by post are received by 12 NOON on Monday 1st April 2025. Late tenders will be returned unopened.

LATE SUBMISSIONS WILL NOT BE ACCEPTED.

11.2 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.

11.3 Compliance with Tender Documents

The tender must be completed with careful reference to the contents of this Invitation to Tender, including the Specification and Contract Conditions. Failure to complete the tender in full or to provide any documentation requested may result in your tender being rejected.

Subject to the paragraph below, tenders made must be in accordance with all the contract documentation and no changes should be made to tender documents or Contract Conditions. Similarly, tenders must not be accompanied by statements making the tender qualified in any way.

12 Payment Schedule

The Contractor shall be paid for the services rendered under this contract as per the following payment schedule:

12.1 Final Cost Submission: At the commencement of the contract, the Contractor shall submit a final cost for the entire scope of work to be performed under this contract.

12.2 Monthly Invoicing: The total cost from the final cost submission will be divided by 12 to determine the monthly payment amount. The Contractor shall submit invoices to the Council on a monthly basis for this amount.

- 12.3 Payment Terms:** Upon receipt of an invoice, the Council shall make payment within 30 days, unless otherwise specified in the contract. Payments shall be made via bank transfer.
- 12.4 Disputed Invoices:** In the event of a dispute over an invoice, the Council shall notify the Contractor within 10 days of receipt of the invoice. The parties shall work together in good faith to resolve the dispute.

The Contractor acknowledges that failure to adhere to this payment schedule may result in penalties as stipulated in this contract.

12. Termination of Contract

- 12.1 Termination for Convenience:** The Council may terminate this contract at any time by providing 30 days written notice to the Contractor. Upon receipt of such notice, the Contractor shall cease all work under this contract. The Contractor shall be paid for all work performed up to the date of termination.
- 12.2 Termination for Cause:** If the Contractor fails to fulfill its obligations under this contract in a timely and satisfactory manner, or if the Contractor violates any terms of this contract, the Council has the right to terminate this contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the Council for damages sustained by the Council by virtue of any breach of the contract by the Contractor.
- 12.3 Notice of Termination:** The Council shall provide the Contractor with a written notice of termination, specifying the reasons for termination, the effective date, and, in the case of partial termination, the portion to be terminated.
- 12.4 Obligations upon Termination:** Upon termination of this contract, the Contractor shall deliver all finished or unfinished documents, data, reports or other materials prepared by the Contractor under this contract.

13. Force Majeure

Neither party shall be in breach of this agreement or otherwise liable for any failure to fulfill its obligations if such failure results from events, circumstances or causes beyond its reasonable control.

14. The Invitation to Tender

NB: 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.

Bids are deemed to be inclusive of all overheads and are exclusive of VAT.

Before you complete the tender, please ensure that you understand clearly what the Council's requirements are about the price base of the Contract and its duration.

If you require clarification of any part of this tender document, please contact the Town Clerk on 01388 721788

All clarifications questions must be received by Wednesday 9th October 2024. Responses to the tender clarifications will be sent to all tenderers where appropriate.

15. Quality Section

15.1 Company Details

This section is for information purposes only, however your company registration number may be used as part of a credit check.

Please complete the table below with your company information.

Question	Response
Name of the company who will be the contracting party:	
Telephone number:	
Email address:	
Date the company commenced:	
Address:	
Website address:	
Company registration number:	
Waste carriers licence number	
VAT registration number	
CIS Registration number	

15.2 Insurance

Please provide your current insurance levels in the table below also please **provide a copy of your insurance cover with your tender submission.** If your current level of cover is below the minimum required by the Town Council for this contract, please confirm you will obtain the required level of cover prior to contract commencement. Companies that do not currently have the required insurance cover and do not commit to obtaining the necessary insurance levels will not be considered.

Insurance Type	Minimum Required Cover	Your Level of Cover	Certificate Number	Level of Excess	Expiry Date	Do you commit to increase cover prior to contract award if required ?
Employers Liability	£5 m					

Insurance Type	Minimum Required Cover	Your Level of Cover	Certificate Number	Level of Excess	Expiry Date	Do you commit to increase cover prior to contract award if required ?
Public Liability	£10 m					
Motor Vehicle	Third Party					
Professional Liability	£5 m					
Professional Indemnity	£5 m					
Product Liability	£5 m					
Contractors All Risk	Desirable					

15.3 Enforcement Notices and Prosecutions

Question	Response
Have you been subject to an Enforcement Notice or Prosecution by the HSE, any local authority or other relevant enforcement body, in the last 5 years?	
Have you been convicted of breaching environmental legislation, or had any formal notice served upon you, by any environmental regulator?	

15.4 Technical Questions

Please explain in depth the questions below, your answers will be evaluated and scored accordingly.

1. Please identify the health and safety risks with, as a minimum, reference for the requirements as identified in the tender document. **(Max 300 words)**
2. **Delivery of the Service:** Identify the control measures you will put in place for health and safety risks, specifically addressing the risks for the grounds maintenance contract and its core service requirements. **(Max 300 words)**

3. Please provide an overview of the method statements you would need to prepare in respect of the core service requirements and the working locations. **(Max 300 words)**
 4. Please describe how you would disseminate site specific information and training, such as site inductions, ongoing developmental needs and delivery of training for works, undertaking core service requirements to ensure they are competent to do so in a safe manner, which should include any sub-contractor staff undertaking work on your behalf.
- 3 **Previous experience of delivering schemes of a similar nature: *You are required to supply us with the name, address, email address and contact telephone number for two referees for whom you have undertaken similar works. If applicable please provide information of your experience of managing sub-contractors. Demonstrate how your Company would response to issues on site, and provide satisfactory and timely resolution of any incidents involving defective workmanship (Max 300 words)***
- 4 **Relevant qualifications and experience:** provide information on qualifications, skills and capabilities of the contract manager, supervisors or operatives who would deliver the service. **(Max 300 words)**

15.5 Price Submission

The price section is weighted 70% of the total tender score- Please complete:

Schedule Part 1 (Schedule of Rates for Grounds Maintenance Duties area by area and activity by activity)

Schedule Part 2 (Schedule of rates for additional ad-hoc requirements that may be needed by the Council)

NB: all prices should exclude VAT

The above price(s) must include all cost and expenses for all obligations under this contract.

Please confirm that prices will be held for the duration of the project?

Yes ☐ No ☐

If you answer 'No' we withhold the right not to award the contract to you.

Please see the Contract Specification for specific details for the Contract.

The Town Council is not bound to accept the lowest or any tender it may receive, and reserves the right at its absolute discretion to accept or not to accept any Tender submitted.

NAME OF ORGANISATION	
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NAME (PLEASE PRINT)	
POSITION:	
SIGNED:	
ADDRESS OF ORGANISATION	
TELEPHONE:	
EMAIL ADDRESS:	
CONTACT (if different from above)	
DATE:	