



Rolvenden Parish Council

Invitation to tender

For the provision of Grounds maintenance services

Rolvenden Parish Council
Grounds Maintenance Contract

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Rolvenden Parish Council

Grounds Maintenance Contract

Invitation to Tender

Introduction

1. Rolvenden Parish Council (the Council) is seeking to award a three-year contract.
2. The Council is looking for one provider to be appointed for the supply of grounds maintenance.
3. You are invited to complete the ITT (Form of Tender Appendix F) and submit it in a sealed envelope together with any requested supporting information (Appendices D and E) to the **Parish Clerk, Rolvenden Parish Council, 5 Artisan Road, Headcorn, Kent, TN27 9AZ by midday on Wednesday 18 December 2024.**
4. Any queries regarding the interpretation of any part of the contract documents should be in writing and addressed to the Parish Clerk by no later than one week before the closing date.
5. Prospective contractors should note that the Council is not bound to accept the lowest, or any tender and reserve the right to not conclude a contract for some or all of the services for which tenders are invited. The Council's decision is final and no correspondence will be entered into on the reasons why a tender has been rejected.
6. The successful tender together with the Council's written acceptance shall form a binding agreement in the terms of the contract documents.

Purpose and scope of this ITT

7. 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.
8. The potential provider shall not make any contract with the employee (other than under 4 above), agent or the councillors of the Council during the period of this procurement.

Contract Term

9. the contract shall be for an initial service period of three years from March 2025 to February 2028 (subject to satisfactory performance and annual break clauses) with the option to extend at the discretion of the Council.

Instructions for Completion

10. Potential providers shall read these instructions and the Specification of Works (Appendix B) carefully before completing the tender response. Failure to comply with these requirements may result in rejection of the tender. Potential providers are therefore required to acquaint themselves fully with the extent and nature of services and contractual obligations. These

instructions constitute the conditions of tender and by participating in the tender process, the potential provider accepts these conditions.

Tender validity

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

Return of Your Tender

12. Fully complete and return the following documents:

- . Appendix D Commercial information
- . Appendix E Financial Proposal
- . Appendix F Form of tender and declaration

To The Parish Clerk, Rolvenden Parish Council, 5 Artisan Road, Headcorn, Kent. TN27 9AZ

By 12pm on Wednesday 18 December 2024

Tenders received late will not be considered.

The sealed package containing the tender must be clearly marked “Tender for grounds maintenance” on the outside. This is in the interests of fairness, to ensure that all tenders are opened at the same time.

Disclaimers

13. 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.
14. Neither the Council, nor any advisers, officers, members, partners, employees or agents:
- a. Makes any representation of 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 subsequent communication.

Indicative Timetable

15. This is the proposed procurement timetable. This is intended as a guide whilst the Council does not intend to depart from the timetable, it reserves the right to do so at any stage.

| Stage in the Procurement | Deadline |
|--------------------------------|-----------------------------------|
| Deadline for return of the ITT | Midday Wednesday 18 December 2024 |
| Award of Contract | 17 January 2025 |
| Contract start date | 1 March 2025 |

Contract award

16. Contract award is subject to the formal approval process of the Council which will take place at the Full Council meeting on Thursday 16 January 2025.
Until all necessary approvals are obtained no agreement will be entered into.

Rolvenden Parish Council

Grounds Maintenance Contract

Appendix A – Standard Conditions of Contract

Contract Documents will comprise:

- | | |
|--------------|---------------------------------|
| . Appendix A | Standard Conditions of Contract |
| . Appendix B | Specification of Works |
| . Appendix C | Schedule of Works |
| . Appendix D | Commercial Information |
| . Appendix E | Financial Proposal |
| . Appendix F | Form of Tender and Declaration |

Officer:

The Officer will be the Parish Clerk

Extent of work:

Generally, the work will comprise of the cutting of grass (all vegetation within the specified area), strimming and selective weed control where specified on land within the Parish of Rolvenden, litter and waste collection and removal. To include strimming around play equipment, graves, outdoor furniture, trees, fences, hedges and other authorised site fixtures and fittings. To include grass removal from all play safety surfaces and footpaths by sweeping or blower.

Site Details:

The sites are:

Recreation Ground, Regent Street
Play area, Regent Street
Verge at Regent Street
Recreation Ground, Rolvenden Layne
Play area, Rolvenden Lane
Maythem Road Verge
High Street Verge
Churchyard
Tantard Flats
War Memorial
Village Hall

Workmanship and Equipment

The workmanship must be of the highest standard and shall conform to all relevant British Standards, Specifications and Codes of Practice.

Erection/Installation/Removal

The Council may add or remove outdoor fixtures and fittings during the period of the contract and there will be no adjustment of the contract price.

Duration of Contract

The duration of the contract will be from 1 March 2025 until 28 February 2028 with the final decision on the duration of the contract to be made by the Council after the tenders have been received. Tenders are to be priced on an annual basis. There will be no opportunity to alter the rates tendered during the term.

Payment to Contractor

The Contract sum shall be paid throughout the year, on receipt and verification of invoice and schedule of works completed from the contractor. Payment will be by cheque or bacs.

Day work rates

The Council may wish to request occasional other grounds or maintenance work. The council will issue a request for a quote from the contractor and require a response within 3 working days giving a quote conforming the scope of work, when the work could be undertaken, the man hours required, any additional materials required and the price, based on the “day work rates” stated in Appendix E.

Termination of Contract

Either party may, without reason, terminate the contract, in writing, giving three months’ notice.

The contract may be terminated by the Council if the contractor fails to perform the services defined in the contract to an adequate standard.

Insurance

The contractor is required to have a minimum of £5,000,000 public liability insurance. A current Certificate of Insurance to this effect must be produced to the Parish Clerk prior to commencement of the Contract and a valid Certificate of Insurance to be provided to the Parish Clerk throughout the contract period. The Contractor shall indemnify the Council against any claim or proceedings for any injury or damage to any property or persons or animals as a result of negligence, poor workmanship or failure to notify the Council of any action likely to cause injury or damage to a third party.

Health and Safety

The contractor shall accept full responsibility for compliance with the Health and Safety at Work Act and all other Acts and Regulations in respect of the work comprised in this contract.

Notes to Tenderers

- a. Attention is drawn to the Form of Tender and Standard Conditions of Contract. These documents must be read in conjunction with the Specification of Works and Schedule of Works. Contractors are advised to carefully read all documentation.

- b. The prices to be included in the Form of Tender are to be the full inclusive value of the work described, including all profit, costs and expenses, and all general risks, liabilities and obligations and excluding VAT.
- c. A price shall be inserted against each item of the Form of Tender.
- d. No alteration, addition or note to the text of the Form of Tender is to be made by the potential provider tendering as it will not then be recognised and the reading of the printed Schedule will be adhered to.
- e. Weed killing chemicals must only be applied where specified and must be applied by certified staff. Evidence of certification must be provided to the Council.
- f. A regular inspection will be carried out by the Council throughout the period of the contract to ensure the work is completed in accordance with the Specification of Works.
- g. Invoices presented for payment must include a schedule of the works completed in that month.

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Appendix B – Specification of Work

Grass Cutting

Areas to be cut

The areas to be cut are specified in Appendix C

Period of work:

March to November of each year of the contract

Prior to Grass Cutting:

Prior to cutting any area, the contractor will ensure that it is free of significantly large stones, paper, tins, bottles and other debris. The contractor will also inspect each site for areas of ground sinkage/potholes and areas of potential hazard and will inform the Council immediately of any specific hazards.

Mowing:

The grass to be at a maximum height of 40mm with a cutting range of 20mm – 30mm.

Mowing will take place on the full area of grass at the site, up to the paving, fencing, railings, obstacles and any other boundaries. Any weed growth, such as nettle and brambles that overhangs the grass area indicated is to be cut back flush to the boundary on each occasion.

Areas not cut to the satisfaction of the Council will be re-cut by the contractor at the contractor's own expense.

In very wet conditions all operations involving grass cutting shall cease until conditions allow operations to recommence without damaging the surface levels and contours of the ground or grass cutting "divots" from the machine rollers or cutters.

All grass (defined as to include all vegetation within the specified area) will be cut cleanly and evenly and without damaging the existing surface or levels of the ground. Should the contractor cause damage to the surface or levels of the ground, the contractor will at his own expense reinstate such damage immediately and to the satisfaction of the Council.

Obstacles:

Mowing will be carried out as close as possible to fixed obstructions. Moveable obstructions can be moved to facilitate cutting and replaced before the contractor leaves the site.

Mowing around obstructions including seats, trees, fence lines, posts, and the like, and in the proximity of margins, will be undertaken using methods, tools and machines as appropriate.

In areas that contain bulbs or corms, the contractor will ensure that the emergent bulbs are not cut. These areas will not be cut again until four weeks after flowering.

Cleaning up

The contractor will ensure that all grass clippings and other arisings are cleared from all paved areas, playground equipment safety surfaces, memorial stones, paths and public footpaths, etc. by sweeping or using a blower.

Plant and Transport

The contractor will provide all tools, plant and cutting machinery and consumables and transport of such. The Council will not be liable for any damage to the contractor's equipment caused by carrying out these works.

The contractor will ensure that all machines engaged in 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 Council from such lack of maintenance will be made good by the contractor at his own expense and to the satisfaction of the Council.

The contractor will at all times during the period of the contract ensure that machines are properly guarded and maintained so as to present no danger to the operator, surrounding structures, vehicles or any person in the vicinity of operations. The contractor will provide his staff with all safety equipment (boots, reflective vests, ear defenders etc) and will ensure that staff always use these when engaged in work for the Council.

All persons operating machinery and tools must be satisfactorily trained, and the Council reserves the right to ask the contractor to provide adequate proof that his operators are well trained, conversant with Health and Safety legislation and competent in their operating methods.

Litter and Waste:

Litter and dog waste is to be collected from bins weekly throughout the year with bins left completely empty following collection. The contractor shall dispose of the waste according to Environmental legislation, regulations and codes of practice.

Play surfaces:

The Contractor is to rake over the bark on each visit and replenish once a year.

Hard landscaping:

The contractor is required to keep pathways and tarmacked areas free of weed and moss growth.

Graves:

The contractor is required to keep grass around and on grave spaces cut to a neat and tidy level. This may mean strimming or hand cutting grass on overgrown kerbed graves or vaults.

Area clearance:

The contractor is to remove any debris from the publicly accessible parts of the site grounds. This may include minor fallen branches and plant material as well as fly-tipped material.

In the case of fly-tipping, this must be reported immediately to the Parish Clerk preferably with photographs. The contractor must exercise appropriate caution before clearance of the waste as some wastes can be hazardous. If the waste consists of drums or other containers that may contain hazardous waste or there is a large quantity of asbestos ($\geq 5\text{m}^3$) this must be immediately reported to the Parish Clerk who will report it to the Environment Agency. It may require specialist removal.

Other work quoted at day rates

From time to time the contractor will be commissioned to do occasional other grounds or maintenance works.

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Appendix C – Schedule of works

St Mary the Virgin Church

To mow the grass, two cuts per month between March and October

Recreation Ground

Located in Regent Street Rolvenden.

To mow ground and cut around the edges of the mown area

Village Hall

Located in Maythem Road, Rolvenden.

To mow around the hall with two cuts per month between March and October

War Memorial

Located in Hastings Road, Rolvenden.

The service provider shall not cut grass areas planted with bulbs until approximately 6 to 8 weeks after bulbs have finished flowering and leaves have gone dead.

The service provider shall make an initial rough cut of the planted area in order to reduce the cutting height down to that of the surrounding grass area and remove all arisings from site. The frequency of cutting grass areas with bulbs shall then be carried out in accordance with that of the surrounding area for the remainder of the grass cutting season, mow a strip adjoining footways with two cuts per month between March and October

Play area Regent Street

To mow grass, rake over chippings and empty rubbish bin

Rolvenden Layne recreation ground

To mow ground with two cuts per month with the exception of the designated wildflower area which shall be cut once per year, i.e. at the end of September once the seed has set. The arisings are to be left in situ for 1 to 2 days to dry and allow the seed to drop, then raked off and removed from site.

Play area Rolvenden Layne

To mow grass, rake over chippings and empty rubbish bin

Regent Street verge

Two cuts per month between March and October

Maythem Road verge

Located from St Mary the Virgin Church gates to Monypenny, Maytham Road and the corner of Gybbons Road. As a designated wildflower area shall be cut once per year, i.e. at the end of September once the seed has set. The arisings are to be left in situ for 1 to 2 days to dry and allow the seed to drop, then raked off and removed from site. Between March and October there is to be a strip adjacent to the footpath and road cut twice a month to maintain a tidy appearance

Tanyard flats

To mow a strip adjacent to the footways in front of Tanyard Flats leaving the centre as it is planted as a wildflower plot.

High Street Verge

To trim the edges of the verge around the telephone kiosk to maintain a tidy appearance leaving the centre as it is planted as a wildflower plot.

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Appendix D – Tender Response

Commercial Information

Part A

Commercial Information

1. Company/Organisation identity

Company name of organisation submitting the tender

Contact name and position in organisation

Company address

Contact telephone number

Contact e-mail address

Company web site address

Company registered address if different from above

2. Areas of Business

Indicate below the principle areas of business activity of your organisation

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Please indicate which elements if any, of the services your organisation anticipates may be sub-contracted

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| |
|--|

3. Insurance

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 £5,000,000 | |
| Insurer | |
| Policy numbers | |
| Expiry date | |
| Limits of indemnity (per occurrence and aggregate) | |
| Excess (if any) | |
| Employers liability insurance min £5,000,000 | |
| Insurer | |
| Policy numbers | |
| Expiry date | |
| Limits of indemnity (per occurrence and aggregate) | |
| Excess (if any) | |

4. Health and Safety

Please supply the name and designation of the person responsible for the implementation of the organisation's Health and Safety Policy

| |
|--|
| |
|--|

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

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.

5. Environmental Sustainability

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 B

Technical Capability

1. Previous Experience

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.

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.

| |
|--|
| |
|--|

Note: Bidders must have existing experience of all the equipment that is currently in use so they can deal with faults from the start of the contract.

2. Staff Skills and Development

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 |
|-----------------------|----------------------|
| | |
| | |
| | |

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.

| |
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| |
|--|

Part C

References

1. References

Please provide details of three companies for which you have delivered similar projects that will provide a reference. The Authority will take up two references unless you currently have a grounds maintenance contract with the Council.

Reference 1

| | |
|---|--|
| Company name | |
| Company address | |
| Contact name | |
| Contact phone number | |
| Contact email 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 email 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

1. Service Requirements

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

2. On-site Arrangements

What arrangements does your organisation have for the removal and recycling of any rubbish and debris accumulated during the supply of the Services.

3. Quality of work and supplier conduct.

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.

4. Sub-Contracting

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

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Appendix E – Tender response

Financial Proposal

| | |
|-------------------------------|--|
| Rolvenden Church | |
| Recreation Ground | |
| Village Hall | |
| War Memorial | |
| Regent Street Park | |
| Rolvenden Layne Park | |
| Regent Street Verge | |
| Maytham Road Verge | |
| Rolvenden Layne Playing Field | |
| Tanyard Flats | |
| High Street Verge | |

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Appendix F – Tender response Form of Tender

Document one

I/We agree to complete the work in accordance with the Invitation to Tender, Standard Contract Terms, Specification of Works, and Schedule of Works.

I/We understand that Rolvenden Parish Council is not bound to accept the lowest or any Tender and that the Council will not be responsible for any expense incurred in preparing this Tender.

I/We certify that the amount of the Tender has not been calculated by agreement or arrangement with any other person, firm or company and that the amount of the Tender has not been communicated to any person and will not be communicated to any person until after the closing date for the submission of Tenders.

Signed..... Name.....

Position..... Date.....

Of.....

Address.....

Telephone contact number.....

DOCUMENT TWO

Declaration

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

I understand that Rolvenden 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