

ASTON CLINTON PARISH COUNCIL

INVITATION TO TENDER FOR GROUNDS MAINTENANCE SERVICES

TENDER REFERENCE:

ACPC/GM/2018-

Timeframe:

January 31st 2018	Deadline for Submission of Tenders
Early February 2018	Tender Assessment Phase
Late February 2018	References
7th March 2018	Approval and Award of Contract
15th March 2018	Contract Starts

SECTION 1 – INTRODUCTION

- 1.1. Aston Clinton is a village and civil parish close to the A41 road in Buckinghamshire, England between Tring and Aylesbury. The parish covers 3,809 acres (1,541 ha), is about 4 miles (6.4 km) east of Aylesbury and has an approximate population of 4,128.
- 1.2. The Parish Council (“The Council”) is seeking tenders for Grounds Maintenance Services (The Services) within Aston Clinton as defined the accompanying Tender Specification document. The scope of The Services may include but not be restricted to:
 - 1.2.1. Grass cutting and strimming
 - 1.2.2. Trimming and pruning hedges, verges, shrubs and saplings
 - 1.2.3. Providing and applying weedkiller
 - 1.2.4. Collection and removal of leaves.
- 1.3. The initial Contract will be for a 1 year period commencing on 15th March 2018, with the option to extend the Contract. The Contract will be subject to an annual review between The Council and the Contractor: the contract value and pricing may be adjusted but any increase will not be more than the RPI.
- 1.4. Any Contractor wishing to inspect the sites should contact the Parish Clerk of The Council.
- 1.5. The Council will evaluate the Tenders by considering the following main factors:
 - 1.5.1. Compliance with the Invitation to Tender and Tender Specification documentation
 - 1.5.2. The Tender submission including rates and prices
 - 1.5.3. References.
- 1.6. The Council does not bind itself to accept any Tender but every effort will be made to reach a decision on the award of contracts by 1st March 2018. Tenders should therefore remain open for acceptance until that date.
- 1.7. Any Contractor who canvasses any Member or Officer of The Council, whether directly or indirectly, relating to the award of this Contract will be disqualified.
- 1.8. Tenders will be rejected if any aspect of The Public Contracts Regulations 2006 (SI 2006 No: 5) Part 4 Regulation 23 applies to their organisation, their parent organisation or envisaged sub-contractor. (http://www.legislation.gov.uk/uksi/2006/5/pdfs/uksi_20060005_en.pdf)
- 1.9. The Contractor shall be disqualified from tendering, and may be subject to civil and criminal liability, if the Contractor:

- 1.9.1. Fixes or adjusts the amount of the tender by arrangement with any other person; or
 - 1.9.2. Communicates to any person other than The Council the amount of the tender (unless the disclosure is made for insurance purposes, for example); or
 - 1.9.3. Agrees with any other person that they will agree not to tender or as to the amount of any other tender to be submitted; or
 - 1.9.4. Offers or pays any sum of money to any person to induce such a person to accept the tender.
- 1.10. Tenders made must be prepared in accordance with all the Invitation to Tender and Specification documentation, and should demonstrate a method of providing the goods, services and materials of execution for the work required.
- 1.11. Any enquiries relating to the Invitation to Tender and Tender Specification documents must be addressed to The Parish Clerk, Mrs Gillian Merry, Aston Clinton Parish Council, London Road, Aston Clinton, Aylesbury, Bucks, HP22 5HL. Tel: 01296 631269 Email: parishcouncil@astonclinton.org
- 1.12. Contractors must complete and sign their Tender in accordance with their company regulations.
- 1.13. The Tender submission must be received by The Parish Clerk, Mrs Gillian Merry, Aston Clinton Parish Council, London Road, Aston Clinton, Aylesbury, Bucks, HP22 5HL by noon on 31st January 2018 in the following manner:
- 1.13.1. **Submission by letter:** The envelope must be sealed and clearly labelled with the words: “**Confidential. TENDER FOR Grounds Maintenance**”.
 - 1.13.2. **Submission by email:** The documents must be in a *.pdf format and the email must be titled “**Confidential. TENDER FOR Grounds Maintenance**”.
 - 1.13.3. Emailed tenders must be sent to: parishcouncil@astonclinton.org.
 - 1.13.4. Tenders emailed to any other address will not be considered.
- 1.14. Tenders received after the closing time and date will not be considered.

SECTION 2 – INSTRUCTIONS FOR THE TENDERER

- 2.1. It is the responsibility of the Tenderer to obtain for themselves, at their own expense, any additional information necessary for the preparation of their Tender.
- 2.2. All information supplied by The Council in connection with this Invitation to Tender shall be treated as confidential by Tenderers, except that such information may be disclosed for the purpose of obtaining sureties and quotations necessary for the preparation and submission of the tender.
- 2.3. The Tender must be calculated with careful reference to the contents of the Tender Specification document.
- 2.4. Contractors must supply with their Tender a summary of how they would provide The Service. The Council will reserve the right to discuss confidentially any statements made in the Tender with the Contractor, and the consideration of them will form part of the overall Tender evaluation.
- 2.5. The Tender submitted should include the following details:
 - 2.5.1. Organisation identity including relevant contact details
 - 2.5.2. Details if you are part of a larger organisation or a franchise
 - 2.5.3. Legal information such as the status of your organisation, date of formation and VAT Registration number
 - 2.5.4. History of court actions and/or industrial tribunal hearings outstanding against your organisation
 - 2.5.5. Names and responsibilities of Directors/Partners
 - 2.5.6. Financial information for the last 3 years in terms of annual turnover
 - 2.5.7. Detail of your Quality Assurance accreditation
 - 2.5.8. Details of your Health and Safety Policy
 - 2.5.9. Details of the size of the organisation in terms of number of employees
 - 2.5.10. Details of the resources you would use for The Service including professional and other staff, with their experience and qualification
 - 2.5.11. Details of your Equal Opportunities policy
 - 2.5.12. References from at least 3 clients, preferably in the public sector, for similar current or recent contracts
 - 2.5.13. Details of your membership of professional organisations

- 2.5.14. Details of your insurance protection in terms of employer's liability, public liability and professional liability, and include copies of certificates
- 2.5.15. Details of your Environmental Policy, including ISO 14001 accreditation
- 2.5.16. Details of your approach for removal and disposal of waste from the site
- 2.5.17. Details of your previous experience of providing similar Services, especially to Local Councils
- 2.5.18. Details of the methods you would adopt to measure and demonstrate your performance in respect of The Service
- 2.5.19. Details of your ability to provide a quick response for ad hoc requirements, including your maximum response times for weekdays, Saturdays and Sundays/Bank Holidays between 0800 and 1800 hours
- 2.6. Your rates and prices shall be submitted using the format in Section 4.
- 2.7. You should only complete the Tender after you have read and fully understood all the Invitation to Tender and Tender Specification documents.
- 2.8. Once a Tender has been awarded no allowance can be made for any errors, omissions or misjudgements by the Contractor in tendering.
- 2.9. If following submission of a Tender, a Contract is entered into it will in all respects be construed and operate as an English Contract and conform with English Law
- 2.10. If you have any doubt at all on how to complete the Tender, please contact the Parish Clerk. Remember that once the Tender has been submitted you will not have the opportunity to alter its contents. Once the Council has accepted the Tender, the Contract will be in force for the full Contract period and you will not be able to withdraw from the arrangement without risking liability for Breach of Contract.

SECTION 3 – EXPRESSION OF INTEREST

THIS FORM MUST BE RETURNED BY NOON ON 31st JANUARY 2018

Date:

COMPANY NAME

I/We confirm our interest in Tender reference ACPC/GMC/2018-01 to carry out the work and/or provide the services/goods or materials referred to in the Tender Specification in accordance with the details set out overleaf. I/We agree that this Tender together with The Council's written acceptance will constitute a Contract between me/us and The Council.

I/We certify that this is a bona fide Tender and that I/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. I/We also certify that I/we have not done and I/we agree not to do at any time before the Tender closing date any of the following:

1. Communicate 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.
2. Enter into any arrangement or agreement with any other person(s) that he/they should refrain from tendering or as to the amount of any Tender submitted.
3. Offer to pay any sum of money or gift to any person for doing any of the acts in 1. or 2. above.

Any further information in respect of this Tender, including answers to questions raised by all tendering organisations, should be addressed to the following:

Name (BLOCK CAPITALS)	
Address	
Telephone No	
Email	
Signed	

SECTION 4 – PRICING

Tenderers are required to submit their prices for the following individual work packages within the scope of The Services as described in this Invitation to Tender document and the Tender Specification. To be clear whether prices are to be shown with or without VAT.

1. Contracted Areas – Pricing to be itemized as follows: -

Area	Description	Schedule of Work	Price £
A	Sports and Recreation Areas	<ul style="list-style-type: none"> i. Cut the grass once during March, subject to growing conditions and on the request of The Council ii. Weekly Cut from beginning of April to end of September inclusive – total 26 cuts 	
B	Footpaths	2 weekly during growing season with ride-on mower	
C	Patch Strimming	4-weekly strims during growing season, as detailed below	
D	Outer Perimeter Areas	Twice per growing season. Once in June after flowering season and once in October.	
E	One Tree Hill	Monthly April to September – 6 cuts	
F	Wildflower Area	End of season only, to include removal of top growth to allow wildflowers to grow.	
St Michael and All Angels Churchyard	<ul style="list-style-type: none"> i. 24 cuts ii. Strim iii. Paths iv. Hedge 	Fortnightly March-Sept – cut & collect Perimeter & headstones – 4 -weekly Maintain edges and annual spray Twice yearly trim – February & August	
9 Internal Footpaths	1 full cut and 1 strim/tidy per season	ACL3 – Sunnybrook Close to A41 ACL7 – New Road to Yorke Close ACL8 – London Rd to Green End St ACL10 – Beechwood Way to Icknield Way ACL28 – London Road to airfield ACL31 – London Road to Twitchell Lane ACL32 – Brook St to ACL34 intersection ACL34 – London Rd to Green End St ACL37 – Twitchell Lane to ACL34 intersection	
Total For Contract			

Prices for Ad-hoc Services

It would be helpful to have an indication of ad hoc pricing as follows: -

1. One of trim of hedge around war memorial
2. One off trim of hedge and strim around monumental fountain area
3. General footpath clearance – price per meter
4. One off annual weed (weedkill) and feed (fertilize) of main football pitch
5. An indication of the hourly rate for any other ad hoc items.

SECTION 5 – THE FORM OF AGREEMENT

NB: This Form of Agreement is provided for information only. It does not need to be completed at the tender stage. The successful Contractor only will be required to sign an agreement in this form.

Date: *****

The Council:

Aston Clinton Parish Council, London Road, Aston Clinton, Aylesbury, Bucks, HP22 5HL

The Contractor:

BACKGROUND

1. The Council has invited Tenders for a Grounds Maintenance Service (The Service).
2. The Contractor has submitted a Tender which has been accepted by the Council for The Service.

THE AGREEMENT

3. The following documents are incorporated into this Agreement:
 - The Tender accepted by The Council (including all the documents referred to in the Tender).
 - The Contract Conditions.
 - The Tender Specification.
4. The documents in 3. above are termed “the Contract Documents”.
5. In consideration of the amounts to be paid for The Service by The Council in accordance with the Contract Documents, the Contractor agrees with The Council to provide The Service to The Council’s satisfaction in accordance with Contract Documents.

SIGNED by:

..... (for the Council)

..... (for the Contractor)

As duly authorised signatories

SECTION 6 - CONTRACT CONDITIONS

1. TERM AND REVIEW

- 1.1 The Contract shall commence on 15 March 2018 and terminate on 14 March 2019 (“the Contract Term”), with the option to extend the Contract for up to a further 2 years.
- 1.2 The Contract will be subject to an annual review between The Council and the Contractor. The Contract value and pricing may be adjusted but any increase will not be more than the RPI.

2. SERVICE PROVISION

- 2.1 The Contractor shall provide the Grounds Maintenance Service (The Service) to the Contract Standards referred to in the Tender Specification document and to The Council’s satisfaction.

3. PAYMENT

- 3.1 The Council agrees to pay the Contractor for The Service referred to in the Tender Specification document at the agreed rates and prices in the Tender (“the Contract Charges”).
- 3.2 The Contractor shall submit invoices to the Council in a form acceptable to The Council at monthly intervals or at other agreed payment intervals.
- 3.3 The invoice will show the total value of contract charges for services and goods due for the previous one month period and such other details as The Council may require.
- 3.4 The Council will only make payments against undisputed itemised Contractor invoices.
- 3.5 Payments are currently made by electronic means.
- 3.6 Electronic payments are issued after The Council meeting that is held on the first Wednesday of the month. Therefore invoices received after the end of the previous month will not be paid until after The Council meeting of the following month.
- 3.7 Any invoices issued for work that has not been authorised in writing by the Parish Clerk, will be rejected.

4. EMPLOYEES

- 4.1 Should the Contractor himself not be able to undertake the work he must make provision for the work to be done by an appropriately trained and experienced replacement during periods of absence through holiday, illness or otherwise, subject to clause 5.1.
- 4.2 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 will make representations to the Contractor who will use its best endeavours to comply with any recommendation made by The Council regarding the provision of The Service by that person.

5. ASSIGNMENT AND SUB-CONTRACTING

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

6. INDEMNITY AND INSURANCE

6.1 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 Standards except where attributable to The Council's own negligence or that of its servants or agents.

6.2 The Contractor shall maintain adequate insurance (public) to cover the potential liability in 6.1 which shall be for the minimum sum of £1 million in respect of any one occurrence.

6.3 The Contractor shall also take out and maintain in force Employers Liability Insurance at a minimum amount for each and every claim, act or occurrence or series of claims, acts or occurrences which may be made.

6.4 The Contractor shall if requested by The Council produce certificates of insurance certifying that the insurance referred to in these conditions are in force and the Contractor shall not cancel or alter such insurance without first giving to The Council one month's prior notice in writing.

7. STATUTORY REQUIREMENTS

7.1 The Contractor shall comply with all relevant legislation relating to the provision of The Service.

8. EQUIPMENT

8.1 The Contractor shall ensure that all equipment relating to the provision of The Service is kept in safe working order and that all people using it are fully trained in its operation.

9. DISPUTE RESOLUTION

9.1 If a dispute or difference arises 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. A notice in writing of the existence of such a question, dispute or difference specifying its nature and the point at issue will be issued to both parties. This clause will not operate to prejudice the rights of either party against the other whether through litigation or otherwise.

10 BREACH OF CONTRACT

10.1 If the Contractor:

- (a) 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

- (b) has committed an offence under the Prevention of Corruption Acts 1889 to 1916; or
- (c) becomes bankrupt; or
- (d) has a receiving order made against it; or
- (e) presents its petition in bankruptcy; or
- (f) is subject to a winding up order; or
- (g) has a receiver appointed; or
- (h) fails to notify The Council of any work outside the Contract, carried out for The Council employees, Councillors, or family members; or fails to notify The Council if they employ any employee, family member, or Councillor family member of The Council; or
- (i) is in persistent and/or material Breach of Contract (by failure to achieve the Contract Standards or otherwise); then

The Council will terminate the Contract immediately and recover all losses resulting from such termination.

11. GENERAL

- 11.1 The Council may require The Service to be varied at any time upon such terms as may be agreed with the Contractor and, where appropriate, the variation will include provision for adjustment of the Contract Charges. Such variation may apply to additional or reduced work or different categories of work.
- 11.2 All variations shall be recorded in writing and attached to this Agreement.
- 11.3 This Agreement is governed by English Law.
- 11.4 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.
- 11.5 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 (eg Act of God, strikes, Act of Government, Force Majeure, etc).
- 11.6 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.
- 11.7 This Agreement represents the complete agreement between The Council and the Contractor and supersedes all other undertakings, statements and agreements relating to The Service.