# Hedge Trimming
# Contract Tender Document
# 2020/2021

## Credenhill Parish Council Amenity Spaces

## Community Centre (see addendum, page 15)
## Roman Park

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# A. INVITATION TO TENDER

1. Credenhill Parish Council ("the Council") hereby invites tenders for the carrying out of the Service of Hedge Trimming in accordance with the Contract documents attached, which comprise:

   A. Invitation to tender
   B. Standard contract conditions
   C. Specification of works
   D. Schedule of works
   E. Site plans
   F. Tender form
   G. Declaration & Company Details Form
   H. Evaluation

2. The Prices submitted must indicate the rate for carrying out each element of the Contract.

3. Prospective Contractors should ensure that they are completely familiar with the nature and extent of the obligations to be accepted by them, if their tender is accepted.

4. Any queries regarding the interpretation of any part of the Contract documents should be addressed to the Officer by no later than two weeks before the closing date.

5. The tender shall be submitted ONLY on the attached Form of Tender.

6. Prospective Contractors should note that the Council is not bound to accept the lowest, or any tender. The Council's decision is final and no correspondence will be entered into on the reasons why a tender has been rejected.

7. The successful tender together with the Council's written acceptance shall form a binding agreement in the terms of the Contract documents.

8. If having examined the tender documents you wish to submit a tender you should:

   a) Fully complete and return the following documents:

      i. Tender Form
      ii. Declaration & Company Details Form

   b) Return tenders and all related documentation by FRIDAY 28th FEBRUARY 2020, either by post to the Credenhill Parish Council office 59 Glebe Close, Credenhill, Hereford. HR4 7EX.

*Tenders received late will not be considered.*

   c) Please note that the package containing the tender must be clearly marked **"Tender for Hedge Trimming contract"** on the outside.

# B. STANDARD CONTRACT CONDITIONS

## Officer
The Officer will be the Parish Clerk

## Extent of Work
The work will comprise of the trimming of hedges at two amenity spaces managed by the Council.
(See site plans attached)

**Hedge Trimming:**
The hedges, as defined on the site plans, at Roman Park and the Community Centre are to be trimmed once per year and maintained on an ad hoc basis as required to retain the specification. The main cut will be during early Autumn, ideally soon after 31st August each year.

## Site Details
The sites are:

**Community Centre** – Amenity land adjacent to the Community Hall, Social Club and Youth/Resource Centre (Currently used as a Children's Nursery) (IMPORTANT see addendum page 20)

**Roman Park** – a large sized traditional children's and family play park with 2 football pitches and changing rooms. 2 Hedges and a number of mature trees present.

Before tendering the Contractor is advised, at his/her own discretion, to visit the sites to satisfy themselves as to the full extent of the Contract Specification. No claims arising from failure to do so will be accepted.

## Site Access
The Roman Park Gate, Roman Park Perimeter Fence Gates and Community Centre perimeter gates are all locked with a padlock. Upon commencement of the contract the contractor will be issued with the keys for access purposes. The contractor will return the key to the office at the termination of this agreement.

Contractor employees/sub-contractors accessing the Youth/Resource Centre within the Community Centre will present themselves to the Nursery Manager and sign into the visitor's book before commencing work. Where possible work within the Nursery site will be conducted outside the hours of 09.00 and 15.00 (Mon to Friday) to minimise the disturbance to Credenhill Nursery during opening hours; however it is accepted that this may not always be possible. It is up to the contractor to form a good working relationship with the Nursery manager during the term of this contract.
The contractor is only permitted to access the sites for the performance of this contract and for no other purpose without seeking prior permission from the Officer.

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

## Additional Hedges

The Council may at any time add or remove Hedges during the period of the Contract and will notify the Contractor of such plans. An application from the Contractor to adjust the Contract price as a consequence will be considered.

## Duration of Contract

The Contract will run for the period commencing **01 APRIL 2020** to **31 MARCH 2021** inclusive, with annual performance reviews. Tenders are to be priced on a per cut basis. There will be no opportunity to alter the rates tendered during the full term of the contract.

## Payment to Contractor

The Contractor will submit an invoice, by the 10th of the month for it to be paid before the end of that month for all work carried out. Invoices submitted during August will not be paid until September due to there being no Parish Council meeting that month. Invoices submitted after the 10th of the month will not be paid until the following month unless the Officer has sufficient time to include them on the Parish Council Agenda.

## Termination of Contract

Either party may, without reason, terminate the Contract, in writing, giving no less than Three Months' Notice.

## 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 Officer prior to commencement of the Contract and annually thereafter. 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. Any damage caused to any property during the performance of this contract must be reported to the Officer immediately and any costs involved to rectify the damage will be the responsibility of the contractor.

## Subcontractor/Employee Verification

Due to the nature of the locations included within the contract all subcontractors or employees employed in the performance of this contract are required to have a valid Basic DBS check which is not more than 3 years old. I list of names, DBS numbers and date of last check must be produced to the Officer prior to commencement of the Contract and annually thereafter. If new subcontractors/employees are used then it is the Contractor's responsibility to provide the same details.

## Health and Safety

The Contractor shall comply with all relevant statutory requirements (including Health and Safety at Work Legislation) at all times in carrying out the services described in this agreement. All works will be carried out in accordance with the Safety at Street Works and Road Works: Code of Practice 2013.

## Notes to Tenderers

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

ii. 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, but EXCLUDING VAT (if applicable)

iii. A price shall be inserted against each item on the Form of Tender for each element of the contract tendered for.

iv. No alteration to the text of the Form of Tender is to be made by the Contractor tendering. Should any alteration, amendment, note or addition be made, the same will not be recognised and the reading of the printed Schedule will be adhered to.

v. 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.

vi. Invoices presented for payment must include a schedule of the works completed including the dates of the work.

vii. Contractors are asked to contact the Officer if any clarification is required.

## C. SPECIFICATION OF WORKS

1. The Contractor will also inspect each site for areas of potential hazard and will inform the Council immediately of any such potential hazards.

2. 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 etc.), and will ensure that staff use these at all times they are engaged in work for the Council.

3. Hedge trimming will be carried out as close as possible to fixed obstructions. Moveable obstructions can be removed to facilitate trimming, and replaced before the Contractor leaves the site.

4. Hedge trimming equipment must be suitably maintained to produce a clean cut and neat finish.

5. Hedges are to be trimmed to maintain good healthy growth and shape whilst providing a natural screen and wildlife habitat.

6. All arising's from hedge trimming are to be removed from site and correctly disposed of. By special agreement with the Officer arising's at all areas may be finely shredded and evenly distributed along the embankment between the hedge and fence at the Community Centre or between the Glebe Close boundary fence and the perimeter fence.

7. Great care must be taken to ensure the safety of any persons in the vicinity of hedge trimming activities and a 'banks man' system should be employed to control access to the area of work.

8. Hedge trimming at the Community Centre should be carried out with respect for the lease/licence holders right of access and use of their land and buildings.

9. All paths, roads, hard surfaces are to be either swept or blown clean after completing the works.

NOTE: None of the sites have access to toilets or running water – so contractor will need to make their own arrangements for their staff welfare.

# D. SCHEDULE OF WORKS

## Area HT1 – Roman Park – Hedge trimming

1. All natural hedges around the entire perimeter of Roman Park are to be trimmed annually as per the specification.
2. The hedge along the boundary with Station Road is to be trimmed on both sides and top at a height to provide good visibility to pedestrians leaving the Park and road users approaching the park.
3. The hedge at the end of the cul-de-sac in Glebe Close from the front wall of No10 to the front wall of No11 to be cut both sides and top to a height of 2 meters and a depth of no more than 1 meter.
4. Additional cuts to maintain visibility splays for pedestrians leaving the Roman Park to maintain safety throught the year; this should be included in the annual price.

## Area HT2 – Community Centre/Station Road – Hedge trimming (see page 15)

1. All natural hedges along the boundary between the Community Centre and Station Road from the entrance to the railway bridge are to be trimmed annually as per the specification.
2. The hedge along the boundary with Station Road is to be trimmed on both sides and top at a height to provide good visibility to road users leaving the Community Centre and road users approaching the Community Centre junction (approximately 1 meter high at the junction end) and a depth of no more than 1 meter.
3. Additional cuts to maintain visibility splays for vechiles leaving the Community Centre to maintain safety throught the year; this should be included in the annual price.

## Area HT3 – Community Centre - The hedge from the rear of Waterside bungalows to the yazor brook

1. All natural hedges along the boundary between the Community Centre Carpark the Yazor Brook balancing pond site are to be trimmed annually as per the specification.
2. The hedge from the rear of Waterside bungalows to the yazor brook is to be trimmed on both sides and top at a height to provide a good screen from the rough ground and to prevent access to the balancing pond site and a depth of no more than 1 meter.

## Area HT4 – Community Centre/Nursery - The hedge around the compound

1. All natural hedges along the boundary between the Community Centre/Nursey and adjoining land are to be trimmed annually as per the specification.
2. The hedge around the compound (alongside the Youth Centre to the far end along the bottom and from the bottom up behind the Hall and Social club to the railway bridge on inside and top only at a height to provide a good screen from the adjoining land and to prevent access to the Community Centre site from adjoining land.

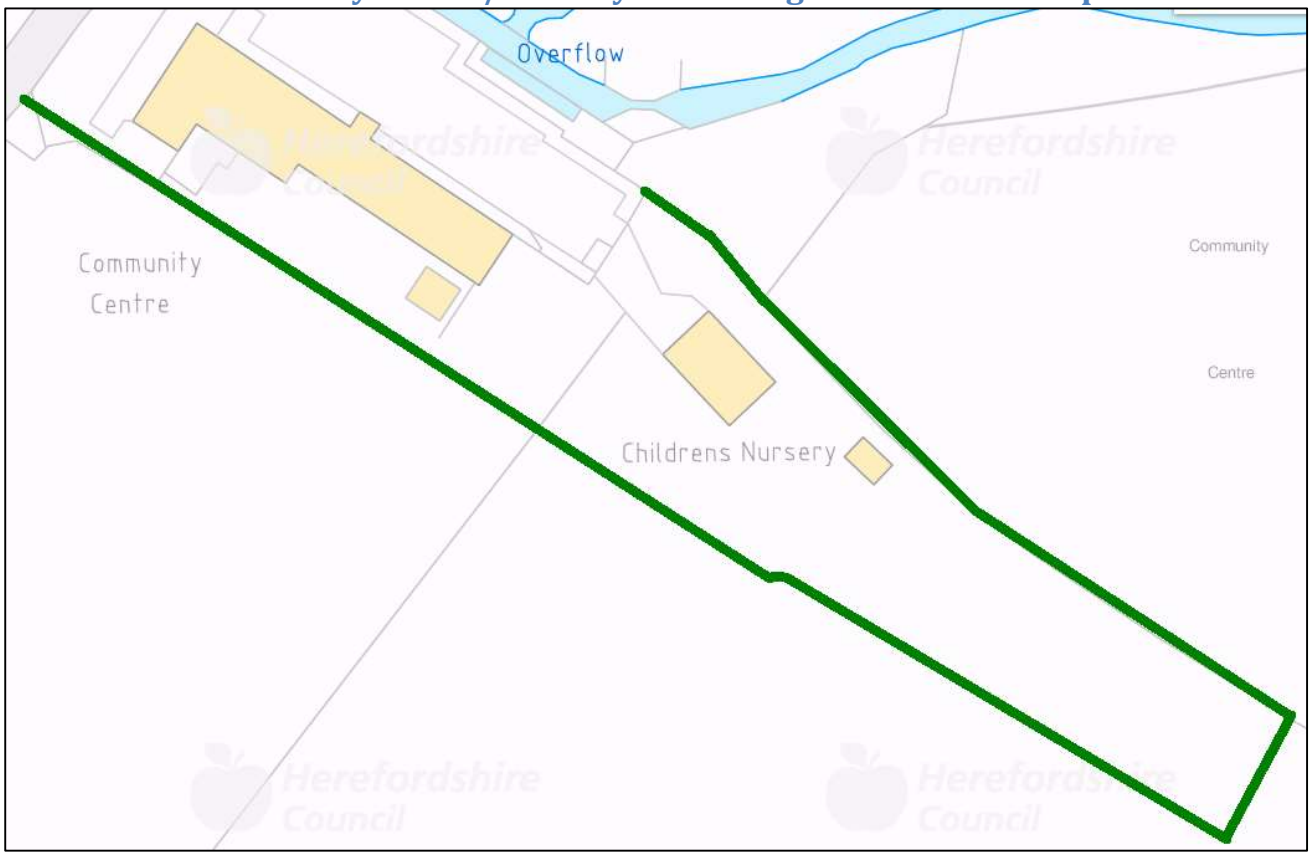
# E. SITE PLANS

## Area HT1 – Roman Park – Hedge trimming

## Area HT2 – Community Centre/Station Road – Hedge trimming (see page 20)

## Area HT3 – Community Centre - The hedge from the rear of Waterside bungalows to the yazor brook

## Area HT4 – Community Centre/Nursery - The hedge around the compound



## F. TENDER FORM – To be submitted to the Council

Please complete and sign the Tender Form and Declaration & Company Details Form to the Credenhill Parish Council offices by FRIDAY 28th FEBRUARY 2020 at the latest.

**PRICES QUOTED ARE TO BE EXCLUSIVE OF VAT**

| Contracted Area for 2020/21 | TOTAL PRICE for 2020/21 |
|---|---|
| Area HT1 – Roman Park – Hedge trimming | £ |
| Area HT2 – Community Centre/Station Road – Hedge trimming | £ |
| Area HT3 – Community Centre - The hedge from the rear of Waterside bungalows to the yazor brook | £ |
| Area HT4 – Community Centre/Nursery - The hedge around the compound | £ |
| **Total Price Quoted for 2020/2021** | £ |

Please complete if you have **not** been previously used by Credenhill Parish Council in the performance of a similar contract then please provide details of 2 references who can be contacted to provide support for your application:

*Referee 1*

| | |
|---|---|
| *Name* | |
| *Position* | |
| *Company Name* | |
| *Contact Number* | |
| *Contact Email* | |
| *Annual Contract Value* | |

*Referee 2*

| | |
|---|---|
| *Name* | |
| *Position* | |
| *Company Name* | |
| *Contact Number* | |
| *Contact Email* | |
| *Annual Contract Value* | |

## G. DECLARATION & COMPANY DETAILS FORM – To be submitted to the Council

Please complete and sign the Tender Form and Declaration & Company Details Form to the Credenhill Parish Council offices by FRIDAY 28th FEBRUARY 2020 at the latest.

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

I/We understand that Credenhill Parish Council is not bound to accept the lowest or any Tender or part thereof 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.

Company or Business Name: ……..

Business correspondence address …….

……Postcode: ……...

VAT Reg No. (if applicable) ……

Contacts: Landline : …….

Mobile : …….

Email : …….

By signing and submitting this tender form you agree that you fully understand the commitments and requirements contained therein and, if successful are willing to be bound to the contract as expressed therein.

Signed: ……..Print Name: …….. Position: ……

Dated: ……..

## H. EVALUATION

Bids will be evaluated in accordance with the Credenhill Parish Council's Financial Regulations using the following criteria and weighting:

| Criteria | Possible Score |
|---|---|
| **Price**<br><br>The full and final cost over the full term of the contract.<br><br>To take into account affordability and the commercial stability of a reasonable return for the supplier. | Max 50 points out of 100 |
| **Quality**<br><br>The supplier's ability to perform the contract to the highest standards.<br><br>Evidence of the supplier's relevant knowledge and experience.<br><br>Feedback received from References. | Max 25 points out of 100 |
| **Compliance**<br><br>The supplier's compliance with all Health & Safety and employment laws and regulations | Max 25 points out of 100 |

# ADDENDUM

PLEASE READ CAREFULLY

The maintenance of part or all of Area HT2 fall under the responsibility of the Historical Railways Estate (Highways England).

Credenhill Parish Council is keen to ensure these areas are kept well maintained and through this agreement will ensure that those areas are adequately maintained.

At the time of drafting this tender document Credenhill Parish Council are working with Historical Railways Estate (Highways England) to agree future management of the areas.

You are asked to complete your tender submission in anticipation that all areas specified in the Site Plans will form the final contract but must do so on the understanding that: Areas HT2 or part of any one of these areas may at any point be withdrawn from the agreement . By submitting your tender application form you are confirming that you understand and accept the above conditions.

Please contact the Officer immediately if you require further clarification.