

Cyngor Cymuned CYFFYLLIOG Community Council

Grounds Maintenance Tender

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Instructions for Tenders

Introduction

The tender is for cutting grass for 2 sites in the parish of Cyffylliog. The sites are of varying sizes, topography and nature and the cutting requirements similar for each site. Two specific types of site are involved, one relatively small area being the new cemetery where there is a need for large equipment and the other a larger and more disparate site, being the old cemetery and ancient churchyard in Cyffylliog.

Tenderers may bid to undertake work at both sites. The Community Council is not obliged to award a contract to any of the bidders and may decide to award contracts for the maintenance of the two sites to different tenderers.

Contract Duration

The contract will be for a period of three years, starting on 1st April 2024 and ending on 31st March 2027. The Council may extend the contract by a further period of two years at its sole discretion.

Tenders should be submitted for the fixed price cost of maintenance over the three year period. Payments can be made annually pro rata (i.e. on the basis of a third of the costs each year) or at agreed intervals.

The Community Council's Tender Process

The Community Council is required under Regulation 18 c of its Standing Orders to follow the following procedure in tendering works.

- i. a specification for the goods, materials, services or the execution of works shall be drawn up;
- ii. an invitation to tender shall be drawn up to confirm (i) the Council's specification (ii) the time, date and address for the submission of tenders (iii) the date of the Council's written response to the tender and (iv) the prohibition on prospective contractors contacting councillors or staff to encourage or support their tender outside the prescribed process;
- iii. the invitation to tender shall be advertised either in a local newspaper or any other manner that is appropriate;
- iv. tenders are to be submitted in writing in a sealed marked envelope addressed to the Proper Officer;
- v. tenders shall be opened by the Proper Officer in the presence of at least one councillor after the deadline for submission of tenders has passed;
- vi. tenders are to be reported to and considered by the appropriate meeting of the Council or a committee or sub-committee with delegated responsibility.

Tendering Conditions

The conditions that apply to this tender are set out below. Any breach of these conditions by a tenderer will invalidate its submission and the Community Council will not consider the tender submission.

Submission

The Community Council will not consider tender submissions unless they are on the prescribed form, properly completed including the required method statements and delivered on or before the time stated for the receipt of such tender submissions.

Tenderers must return all the Tender Documents requested in the Instruction to Tenderers with their tender submission or it will be invalidated.

Contract Award

The Community Council does not bind itself to accept the lowest or any tender submission.

Tenderers can tender for one or more lots, and tenders will be evaluated and awarded separately for each lot.

Agreement

The Community Council does not intend to enter into any contractual relationship with tenderers until the completion of the Contract Documents.

Warranties

The Tenderer warrants, represents and undertakes that:-

It has not adjusted the value of its tender in accordance with any agreement or arrangement between the tenderer and any other person, firm or organisation;

It has not communicated to any person, firm or organisation the amount of its tender in accordance with any agreement or arrangements so to communicate;

All information, representations and other matters of fact communicated to the Community Council, its employees or agents in connection with or arising out of the tender are true, complete and accurate in all respects at the time of submission and the tenderer will notify the Community Council in writing of any changes to that information that occur before entry into the Contract Documents;

It has undertaken its own investigations and research and has satisfied itself in respect of all matters (whether actual or contingent) relating to the invitation to tender including the accuracy and completeness of any information that may have been provided (orally, in writing or otherwise) by or on behalf of the Community Council;

It is of sound financial standing and has sufficient working capital, skilled staff, other equipment and other resources available to it to comply with the obligations under which it will perform the work.

Freedom of Information

Tenderers should note that the Community Council may be required to disclose any information you provide to it under the Freedom of Information Act 2000 unless it can establish that the information is both commercially sensitive and the public interest in maintaining its confidentiality is greater than the public interest in disclosing it.

Due Diligence

Tenderers should carry out their own due diligence checks themselves and verify the accuracy of information provided to them in connection with the service specification. In particular, tenderers should visit and inspect the two sites to satisfy itself as to the full extent of the works to be carried out.

Disclaimer

Each tenderer shall bear its own costs and liabilities in relation to all stages of the procurement process including the preparation, submission and clarification of tenders and entering into the Contract Documents. Under no circumstances shall the Community Council be required to reimburse any tenderer for its tendering costs.

The Community Council may discontinue this procurement or any part of it at any time (before or after contract award). By issuing this invitation to tender, the Community Council is in no way committed to awarding any contract for the work.

Whilst the information in this invitation to tender has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. This invitation to tender is issued on the basis that:

1. the Community Council does not accept any liability, responsibility or duty of care to anyone other than itself for its adequacy, accuracy, completeness or for anything said or done in relation to the procurement to which this ITT relates;
2. no implied contract is to arise between the Community Council and any tenderer resulting from the issue of or any tenderers compliance with this invitation to tender or any matters related to it.

Questions and Clarifications

Questions relating to the tender should be addressed to the Clerk .

Gwyn Davies,
11 Maes Caenog
Clocaenog
Phone: 01824 750283
Email: ifandavies18@yahoo.co.uk

Where the Clerk is aware of interest from more than one tenderer, the responses to questions will be provided to all potential tenderers.

How to tender

Tenderers should submit the following Tender Documents:

1. Form of Tender
2. References from two organisations where the tenderer is undertaking similar work
3. Declaration of Interests
4. Non Collusive Tendering Certificate
5. Method Statement detailing the contractors approach to maintenance of each of the two sites
6. Risk Assessment relevant to the tendered works
7. Copy of Public Liability Insurance certificates
8. Copies of certifications held by the business undertaking the work (e.g. CHAS; BALI)

Tenderers will receive a tender envelope which should be delivered by hand or posted using recorded delivery to the Clerk of the Council and received by 5pm on 23rd February 2023. Tenderers should note that other than the name and address of the Clerk, there should be no other distinguishing markings on the envelope.

Tender evaluation process

At the closing date of the tender, tenders will be opened by the Clerk in the presence of one or more Community Councillors. It is anticipated that the tender opening will be conducted on Wednesday the 1st March 2024.

The Clerk will

- Ensure all tender documents have been provided by tenderers
- Take up references

At the March meeting of the Community Council on 1st March 2024 the Clerk will advise the Council of the number of tenderers and of the general position with regard to submission of relevant documentation.

Subject to the above; on or before the 8th March 2024 the Community Council will meet to evaluate valid tenders based upon price & quality considerations. The quality of tenders will be assessed based on

- The adequacy of the proposed method statements detailing the contractors approach to maintenance of the two sites
- The adequacy of the risk assessment and safe systems of work
- Qualifications and Experience of the contractor / contractors staff
- References

Subject to the Community Council deciding to award a contract, the chosen contractor(s) will be notified within the week following the 8th of March.

At that time, a draft contract will be issued to the contractor and the contractor will be given two weeks to agree or to dispute and resolve with the Clerk, the terms therein. After two weeks the contract will be signed between the parties and other parties submitting tenders will be informed of the situation. The process will be completed before the end of March 2024.

Tender Documents to be submitted

1. Form of Tender

Name of Company or person:
Type of company - Sole Trader/Partnership/Ltd Company/Association/Other
Address of company:
Post code:
Name of applicant (if different from above):

The Tenderer acknowledges and confirms that:

- A. it has read and understood this Invitation to Tender ("ITT") in full and accepts the conditions contained in them;
- B. in submitting this Tender it has complied with and accepts the Conditions of Tender;
- C. it agrees that its Tender shall remain open for acceptance by Cyffylliog Community Council and shall not be withdrawn for a period of 12 weeks from the closing date for return of Tenders;
- D. should its tender be accepted, and when requested by Cyffylliog Community Council, it will enter into a formal contract to deliver the services specified in the tender

Having considered the ITT, the Tendered Fixed Price for Grounds Maintenance Works for the three year period 2024-2027 is as follows:

Contract Area	Cost
Site 1 – Cyffylliog 'new' Cemetary	£
Site 2 – Ancient Graveyard and old Cemetery around St Peters Church	£
Hourly rate for minor maintenance	£
Sub-Total	£
VAT (charged at 20%)	£
Total Fixed Cost for three years April 2023 – October 2026	£

Note: The Contract Sum specified in the Contract will be equal to the Total Fixed Cost above.

2. References

Please provide the names, addresses and contact details of 2 organisations who are familiar with your work in this context and who we can contact for references.

Name:

Organisation:

Address:

Post Code:

Telephone:

Mobile:

Email:

Connection to tenderer:

Name:

Organisation:

Address:

Post Code:

Telephone:

Mobile:

Email:

Connection to tenderer:

3. Declaration of Interests

DECLARATION OF INTERESTS BY CONTRACTORS

FULL NAME OF CONTRACTOR:

DATE OF DECLARATION:

Background

Cyffylliog Community Council has adopted the Model Code of Conduct for Councillors. Your declaration of interests helps us to comply with the Code.

Who should complete and sign the form?

- If you are a sole trader, complete this form yourself.*
- If you are a firm or partnership, one of the partners should complete and sign the form.*
- If you are a limited company, one of your directors should complete and sign the form on behalf of the company.*

What do we do with the information you provide?

The information you have provided will be used by the Community Council to identify any conflicts of interest and make sure we follow the rules and regulations which apply to the Council. We keep these details in written format and retain them on file for the duration of the Contract. By signing below, you agree to the Community Council using the information you have provided and you note that it will be made available for public inspection if requested.

Will an interest prevent my company from undertaking work for the Community Council?

No. However the Community Council will have to ensure that in taking any decision to award a contract though, its employee and Councillors do not have any conflicts of interest

DECLARATION

Please make this declaration to the best of your knowledge, after making any appropriate enquiries of relevant staff within your organisation. If you have any questions about whether you should declare something, please contact the Clerk to the Community Council who will be able to advise you.

1.	Are you or any person having management responsibilities of your organisation, an employee of the Community Council? (if so, please give details)
2.	Are you or any person having management responsibilities of your organisation, a Cyffylliog Community Councillor? (if so, please give details)
3.	Are you, or any person having management responsibilities of your organisation, closely connected* to a Cyffylliog Community Council employee or Councillor? (if so, please give details) *Closely connected means someone close to you – a close member of your family, a close friend or a close business colleague.
4.	Do you or does your organisation work for or provide services to a Cyffylliog Community Council employee or Councillor? (if so, please give details)

I certify that:

- a) The above answers are true to the best of my knowledge;
- b) I am authorised to sign this form on behalf of my organisation;
- c) I undertake to inform the Clerk to the Community Council should the information change in any way in the future.

Signed:
Proprietor / Partner / Director

Name:
(Print name of Proprietor / Partner / Director)

On behalf of:
(Print Name of Organisation)

4. Non Collusive Tendering Certificate

TO: **CYFFYLLIOG COMMUNITY COUNCIL**
(hereinafter called 'the Community Council')

The essence of selective tendering is that the Community Council shall receive bona fide competitive tenders from all persons tendering. In recognition of this principle:

I/We certify that this is a bona fide tender, intended to be competitive and that I/we have not fixed or adjusted the amount of the tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We also certify that:

- (a) I/We have not entered into, nor know of, any agreement or arrangement with any other person that is intended to, or will have the effect of, preventing, restricting, or distorting the competitiveness of this tender process; and
- (b) I/We am/are not aware of any investigations or pending investigations by the Office of Fair Trading, or other relevant body, into suspected anti-competitive behaviour affecting this tender process or my/our business in general.

I/We also certify that I/we have not done and undertake that I/we will not do at any time any of the following acts:

- (a) communicating to a person other than the Community Council the amount or approximate amount of my/our proposed tender (other than in confidence in order to obtain quotations necessary for the preparation of the tender for insurance); or
- (b) entering into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted; or
- (c) offering or agreeing to pay or to give or paying any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the services any act or omission.

Signed:

Proprietor / Partner / Director

Name:

(Print name of Proprietor / Partner / Director)

On behalf of:

(Print Name of Organisation)

Other Documents to be submitted

- Method Statement detailing the contractors approach to maintenance of each of the two sites
- Risk Assessment relevant to the tendered works
- Copy of Public Liability Insurance certificates
- Copies of qualifications of the personnel to be engaged in carrying out the works.

Grounds Maintenance Service Specification

Ecological Constraints

It is the policy of the Community Council to avoid herbicides except where use is specifically agreed in advance by the Community Council.

Community Council Assets

Where seats, furniture, graves, monuments or trees are in place, these should be treated with care and no damage or wear is expected from the cutting regime. If such damage is found the contractor will be expected to repair or replace within the terms of their own insurance.

Service Delivery Locations

The grounds maintenance service is to be delivered at the following locations

Site 1 Cyffylliog Ancient Churchyard and Cemetery.

Location and general geography/topography

This is the large site referred to in the introduction and is located in the village of Cyffylliog . It is on level ground and there are two clear and differing areas of use: the ancient churchyard area and the 'old' cemetery area.

Use

The site is used by children of all ages and adults. Dogs are not allowed on the site.

Cutting regime

The general site is to be mowed and the area around the gravestones mowed & strimmed. Allowance should be made for a cutting regime which is sensitive to visitors and funerals.

Cutting frequency and grass disposal

From April until October, 10 cuts during this period of all areas. Grass to be mulched and clippings left in situ.

Cutting equipment

Large cutting equipment is needed on the site. Careful strimming will be required around the gravestone area. Hedge strimmer required for Hedge

Additional duties

Prune trees along the boundary as required. Remove lower branches if required and any damaged or dead branches

Keep inside of hedge along boundary in a good state and trim once during Autumn / Winter (outside of nesting season- from 1st March until 31st July)

Visually inspect the the site and e-mail the clerk to advise that the work has been undertaken and the site is free of hazards or otherwise.

In the event of finding biohazards such as needles or chemicals for which the contractor is not licensed to remove/dispose of immediately contact the clerk who will arrange specialist removal.

Remove any litter from the site

Remove any dog faeces from the site.

Site 2 Cyffylliog 'New' Cemetery

Location and general geography/topography

This is the smaller site and is located on what is known as the 'back' road to Bontuchel. The site is situated on level ground just above the road.

Use

The site is used for funerals, maintenance of graves and remembrance.

Cutting regime

Allowance should be made for a cutting regime which is sensitive to visitors and funerals. Only smaller cutting equipment can be used on the site. Strimmers and push mowers should be used along the pathways and around the verges.

Cutting frequency and grass disposal

From April until October, 10 times during this period. Grass cuttings to be removed from site.

Cutting equipment

Small cutting equipment. Hedge trimmer required for Hedge

Additional duties

Remove any damaged or dead branches

Keep inside of hedge along the boundaries in a good state and cut once during Autumn / Winter (outside of nesting season- from 1st March until 31st July)

Visually inspect the site and furniture and e-mail the clerk to advise that the work has been undertaken and the site is free of hazards or otherwise.

In the event of finding biohazards such as needles or chemicals for which the contractor is not licensed to remove/dispose of immediately contact the clerk who will arrange specialist removal.

Remove any litter from the site and place in bin located at entrance for disposal via Denbighshire County Council

Remove any dog faeces from the site.

