



Nailsworth Town Council – Grounds maintenance tender 2022

Nailsworth Town Council



Provision of Town Centre Gardening Services

Invitation to Tender

Nailsworth Town Council
Civic Centre, Old Market, Nailsworth GL6 0DU
Tel: 01453 833 592 email: clerk@nailsworthtowncouncil.gov.uk



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SECTION 1: TENDER PROCESS INSTRUCTIONS

1.1 Nailsworth Town Council

Nailsworth Town Council is the local authority for the parish of Nailsworth. The population of Nailsworth is approximately 5,000. Further information about the Council can be found at <https://www.nailsworthtowncouncil.gov.uk/>

Nailsworth Town Council wishes to procure a contractor for the following:

- Town centre gardening – as detailed in Section 7
- Groundsman holiday cover – as detailed in Section 7

This document sets out the requirements, timetable and process for the procurement of the service and details of the information required to be submitted in order to be considered for the contract.

All the garden areas covered by this contract are public, and accessible for site visits.

1.2 Timescales

The contract will commence on 1 June 2022 and will run for a period of 3 years, with an option to extend for a further 2 years.

1.3 Contract Award

Once the council has reached a decision in respect of the contract award, it will notify all tenderers of its decision as soon as is reasonably practicable.

1.4 Tender Timetable

Completed tenders must be returned, along with all supporting documents to The Clerk, Nailsworth Town Council, Civic Centre, Nailsworth, GL6 0DU to be received no later than **5pm on Friday 25th March 2022**. Tender documents must be emailed to clerk@nailsworthtowncouncil.gov.uk or delivered sealed in a plain envelope with 'Town Centre Gardening Services Contract Tender Response' written clearly on the front. Tenderers should note that this is a timetable that may be subject to change. Any changes will be communicated to all known tenderers as soon as possible.

Activity	Date
Issue of Invitation to Tender	1 st March 2022
Receipt of any queries from prospective tenderers	No later than 24 th March 2022
Submissions of tenders	By 5pm 25th March 2022
Discussion by Recreation & Amenities Committee	5 th April 2022
Decision on award of contract by Full Council	19 th April 2022
Commencement of contract	1st June 2022

1.5 Clarifications

Any queries or requests for clarification relating to this tender must be made by email to clerk@nailsworthtowncouncil.gov.uk no later than 24th March 2022. Nailsworth Town Council will endeavour, so far as is practical, to respond to all clarifications as soon as possible.



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1.6 Tender Evaluation

Tenders will be evaluated in accordance with the details specified in this document. Nailsworth Town Council does not bind itself to accept the lowest or indeed any of the tenders submitted.

1.7 Contract Terms

By submitting a tender, tenderers are agreeing to be bound by the terms of this tender document without further negotiation or amendment.

1.8 Nailsworth Town Council reserves the right to:

- Seek clarification or additional documents in respect of any tender submission.
- Disqualify any tender which has been deemed not to meet the Town Council's requirements.
- Discount evasive, unclear tenders.
- Withdraw this tender at any time or to re-invite tenders on the same or any alternative basis.
- Choose not to award any contract as a result of the procurement process.
- Make whatever changes it sees fit to the timetable, structure or content of the procurement process depending on approvals, processes or any other reason.

1.9 Warranties and Disclaimers

While the information contained within this tender document is believed to be correct at the time of issue, tenderers should not rely on the information and should carry out their own due diligence checks and verify the accuracy of the information. The council will not accept any liability for its accuracy or completeness, nor with any express or implied warranty given. This exclusion extends to liability in relation to all information including any statement, opinion or conclusion contained in, or any omission from, this tender including its Appendices and in respect of any other written or verbal communication transmitted or made available to any tenderer.

1.10 Costs

Nailsworth Town Council will not be liable for any bid costs, expenditure work or effort incurred by a tenderer or any third party acting under instructions from them in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the council.

1.11 Confidentiality of Data

Nailsworth Town Council will ensure that the information and data provided by the tenderers is kept strictly confidential and only used for the assessment of this tender.

SECTION 2: REQUIREMENTS

2.1 Introduction

This section sets out the requirements of Nailsworth Town Council in terms of the delivery of the contract.

2.2 Safety, Health and Welfare

The contractor will ensure that all activities are carried out in accordance with existing Health and Safety regulations, in particular, but not limited to, the following:

- Health and Safety at Work etc Act 1974
- Management of Health and Safety at Work Regulations 1999
- Provision and Use of Work Equipment Regulations 1998



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- Control of Substances Hazardous to Health Regulations 2002
- Wildlife and Countryside Act 1981

The successful contractor will be required to satisfy Nailsworth Town Council as to the knowledge, understanding and compliance with these regulations. Spot checks may be carried out by an authorised officer while work is being carried out. Machinery should be operated by suitably qualified and experienced workers. Contractor staff should wear the required personal protective equipment (PPE) when required. The contractor should inform Nailsworth Town Council of any unsafe feature or any matter of cause of public concern at any location at which the services are being provided. The contractor is to be responsible for the Health and Safety of their employees and the public liability towards the general public. Evidence of licences and compliant health and safety training must be made available to Nailsworth Town Council. The contractor to keep a record of all risk assessments and to supply a copy to the Town Council upon request.

2.3 Insurance

The contractor is to put in place and maintain its own public liability insurance against its work.

2.4 Standards

The contractor will supervise their staff appropriately to ensure that the performance standards are met, and to ensure that they perform their duties in a way that reflects positively on Nailsworth Town Council as commissioning organisation. This may, on occasion necessitate the need for spot checking by a manager or equivalent. Documented evidence of these managerial checks must be provided on request.

Nailsworth Town Council requires that the contractor ensures that none of its employee's smoke in any Town Council facility. The contractor is to ensure that all staff have the relevant training and ability to carry out the tasks set out on the specification.

2.5 Accident Reporting

In the event of an accident, incident, potentially dangerous or dangerous occurrence, the contractor will inform the council within 48 hours of the occurrence.

2.6 Precautions to Prevent Nuisance

The contractor shall take all reasonable precautions to prevent nuisance from noise and disturbance during the provision of this service under the contract. The contractor shall take all reasonable precautions during the carrying out of any service under this contract to prevent damage to property and shall be held responsible for any damage resulting from the services and shall make good such damage at its own expense.

2.7 Tool and Plant

The contractor shall provide all equipment and machinery necessary for the proper execution of the services and clear away on completion. Equipment and chemicals should always be used in the correct manner and for the correct purpose. Any equipment, tools, plant and chemicals must not be left unattended and to not obstruct public areas, footpaths and steps. Barriers must be put in place where there is risk of the public being injured by being too close to working areas. Steps must be taken to offer alternative routes for pedestrians while working, and to minimise disruption to the public enjoyment and proper use of areas. Any equipment shall be satisfactorily maintained and records of maintenance shall be made available for inspection.



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2.8 Materials

All vehicles and equipment to be used shall be supplied by the contractor and included within its rates. This must include the following:

- Labour
- Equipment
- Chemicals

Nailsworth Town Council will only permit the **minimal** use of glyphosate, where no other option is available, and by an operative trained in the Safe Use of Pesticides and possessing a PA1 and PA6 certificate.

2.9 Reinstatement of Damage

The contractor will be liable for any damage to any equipment, property, vehicles etc damaged at any location because of its operations. Reinstatement of the damage shall be to the satisfaction of the council and entirely at the contractor's expense.

2.10 Provision of Advice

The contractor is required to provide general advice and recommendations to the council based on its expertise and knowledge and to alert the council to any damage done to, or found in, the properties, hazards etc that are identified.

2.11 Pricing

Pricing set out in the tender response shall be final.

SECTION 3: TERMINATION/NOTICE PERIOD

Should there be cause for termination of the agreement, the contractor acknowledges the binding requirement to continue in the performance of its duties, as detailed in this specification, throughout the notice period (3 months). Should the contractor choose to terminate the agreement, it is acknowledged that they will be contractually bound to continue to provide the gardening services for a 3 month period.

SECTION 4: THEFT/BREAKAGES AND DAMAGES

The contractor will be solely responsible for damage, breakages or theft by its employees or agents.

SECTION 5: DEDUCTIONS/PENALTY CLAUSE

As town gardening is a publicly funded service, Nailsworth Town Council has an obligation to the tax payer to ensure that contracts are being delivered as specified. This will, on occasion, require spot checks on the gardening activities to be undertaken – these will be completed within 1 hour of the concluded gardening activity. Should it be established that the prescribed standards are not being maintained, a deduction in the next monthly bill equal to one session's payment, will be made until the facilities are brought back up to standard. This will be determined and deduction period concluded by re-inspection and confirmation by the Town Council's authorised officer.



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SECTION 6: QUALIFYING INFORMATION

Tenderers are required to complete the application and provide the following documentation:

- Certificate of Public & Product Liability Insurance of £10m indemnity
- Method Statement for each aspect of the work
- Copy of your written Health and Safety Policy
- Completed Risk Assessment Forms
- Certificates of competency/training for equipment operators (if applicable)
- Copies of site safety training certificates eg CITB card etc (if applicable)
- MOT test certificates and insurance policies for vehicles being used
- The completed contractor declaration (copy supplied)
- Any other information relevant to the safe completion of the work.

SECTION 7: SPECIFICATION

7.1 Schedule

Nailsworth's Town Gardens include:

1. Mortimer Garden, Fountain Street
2. Market Street Garden, Market Street (opposite The Village Inn)
3. Leves Corner, Market Street (between Market Street and Co-Op car park)
4. Clocktower garden
5. Mortimer Room patio (behind the building) and flowerbed, by footpath to Hanover Gardens
6. Civic Centre (Town Council offices) surrounds and car park
7. Town Hall surrounds and car park
8. Town Centre troughs and planters

7.2 Regular tasks

1. Town Centre Gardening:
 - Sweep hard surfaces and steps, and keep clear of glass and leaves
 - Keep drains clear of dead leaves and weeds
 - Litter pick
 - Assist volunteers to maintain shrub and flower beds as required
 - Assist volunteers to maintain town centre troughs and planters as required
2. Groundsman holiday cover:
 - Empty dog bins and litter bins at KGV playing field and Miles Marling Field when Groundsman is on leave. Litter and bin waste to be left in the bin store by the main gate before collection by Ubico on Wednesdays.

7.2 Contract detail



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Shrub bed maintenance

Shrubs shall be maintained to achieve strong, healthy shrubs, cleanly pruned to good horticultural practice and of an appropriate shape and size for their location and to keep all areas weed and litter free.

Shrubs and climbing plants shall be kept clear of footpaths, roadways, sight lines, notice boards, signs, furniture and grass areas. Those growing near windows of buildings shall be maintained at windowsill height unless otherwise instructed.

Pruning will take place in accordance with sound horticultural practice. All arisings are to be disposed of by agreement with the Groundsman.

The Contractor shall remove any self-set tree or shrub including roots e.g. Sycamore or Ash trees. Where the roots cannot be removed, stump killer shall be applied to the stump after first consulting with the Clerk on the use of herbicides (herbicides only to be used by a person holding certificates PA1 and PA6).

Bark mulch shall be spread once a year over shrub beds to a finished depth of 75mm. The mulch shall be free of metal, plastic, uncomposted paper or paperboard. Mulching material covering or adhering to shrubs or other plants shall be removed from the plants. Care should be taken to avoid damage and smothering of plants in this process. Any shrub beds that are not mulched shall be cultivated to keep them weed-free.

Shrub beds shall be kept free of litter. The Council shall be notified of dead, diseased or damaged plants that require replacement, with their location and variety where known. Any wires, trellises or similar supports shall be inspected and repaired/replaced as necessary. All stakes shall be sound and installed to prevent lateral movement.

Flower bed maintenance

All herbaceous planting shall be maintained free of weeds by appropriate cultivation throughout the year, without damaging plants.

Throughout the year, herbaceous plants shall be cut back and dead heads removed. Any wires, trellises or similar supports shall be inspected and repaired/replaced as necessary. All stakes shall be sound and installed to prevent lateral movement.

Herbaceous borders shall be mulched with an approved source of well-rotted manure or bark, as needed, to a depth of 75mm, following autumn clearance. Care should be taken not to exceed this depth to avoid damage or smothering of plants.

Herbaceous plants shall be divided and replanted in October/November at regular intervals to maintain vigour in accordance with good horticultural practice. The Contractor shall gap up any bare areas using the existing or new plants in October/November of each year. New plants are to be purchased after consultation with the Clerk.

On areas where the soil has depleted, top soil will need to be added. Top soil must be from a reliable source, peat free and free of weeds. Top soil, soil conditioner and manure to be purchased by the Town Council.

Rose beds

The Contractor shall ensure that roses are maintained in an attractive condition, free from weeds, fallen leaves, dead or dying plant material, litter and debris. The Contractor shall ensure that roses are healthy, vigorous, pest and disease free.



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Roses shall not be allowed to encroach over footpaths and those growing near windows or doors of buildings shall be maintained at window sill height so that no interference is caused to light, view, access or operation of the window/door. Rose beds shall be mulched with an approved source of well-rotted manure, as needed, to a depth of 75mm, following pruning from November-January pruning. All types of roses shall be pruned in accordance with good horticultural practice and suckers shall be removed at the junction with the root whenever they appear. Climbing and Rambling roses shall be tied in when the growth of the rose makes it necessary. Any wires, trellises or similar supports shall be inspected and repaired/replaced as necessary. All stakes shall be sound and sufficiently inserted to prevent lateral movement.

Hedge cutting

Hedge cutting shall be carried out by a trained person or the Groundsman at the appropriate time of year and in accordance with the Wildlife and Countryside Act; hedges to be inspected before cutting and work stopped immediately if an active nest is found.

Paved surfaces and footpaths

The Contractor shall assist the Groundsman to keep paved surfaces and footpaths in the Town Centre gardens clear of unwanted grass, weeds, leaves, debris and moss, particularly during autumn and winter. Particular attention is to be given to steps. This includes the removal of both growing and dead vegetation and may require the use of herbicides by a qualified person. NTC does not allow the use of any herbicide except glyphosate, except in exceptional circumstances which must be first agreed with the Clerk.

Litter picking

The Contractor and Groundsman shall remove litter and dog mess from flower and shrub beds during any maintenance visit.

Reporting faults and problems

Faults and problems shall be reported to the Town Council office (01453 833 592) for their attention and action.

Contact numbers

Nailsworth Town Council office: 01453 833 592

The office may not always be staffed, but during weekdays there is always a member of staff nearby. To report problems to the Police call 101 (non-emergencies) or 999.

Lone working and safety

The Town Gardening contractor is often required to work alone in a public space. Nailsworth Town Council takes the safety of its staff and contractors seriously. Any accidents or incidents including verbal abuse shall be reported to the Town Council office immediately. The Contractor is advised to also contact the Police or Neighbourhood Warden should they be concerned about any incident.

Working with volunteers

The Contractor shall work alongside volunteers as requested to help them to maintain the town gardens. The Contractor takes direction from the Town Clerk.

SECTION 8: MAPS



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The map below shows all Town Gardening areas included in this contract, outlined in red. Please note the flower bed at the side of the Mortimer Room and 'Leves Corner' (between the Co-op car park and Market Street).



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Nailsworth CP



Date Created: 29-10-2018 | Map Centre (Easting/Northing): 384976 / 199627 | Scale: 1:1270 | ©Crown copyright and database right. All rights reserved (100052446) 2018 ©Contains Ordnance Survey Data : Crown copyright and database right 2018



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APPLICATION FOR TENDER

Name of organisation:

Contact name for enquiries about this bid:

Address:

Telephone number:

Email address:

Website address (if applicable):

Company registration number (if applicable):

Address of registered company if different from above:

VAT Registration number (if applicable):

Price quoted for work as detailed in the specification:

Health and Safety / Insurance

The following documents will need to be supplied:

- | | |
|---|-----|
| 1. Certificate of Public & Product Liability Insurance of £10m | Y/N |
| 2. Indemnity | Y/N |
| 3. Method Statement for each aspect of the work | Y/N |
| 4. Copy of your written Health and Safety Policy | Y/N |
| 5. Completed Risk Assessment Forms | Y/N |
| 6. Certificates of competency/training for equipment operators | Y/N |
| 7. Copies of site safety training certificates i.e., PA1 & PA6 etc | Y/N |
| 8. MOT test certificates and insurance policies for vehicles being used | Y/N |
| 9. Details of hazardous substances being brought onto site | Y/N |
| 10. The completed Declaration (copy supplied) | Y/N |
| 11. Any other information relevant to the safe completion of this work | Y/N |

Please complete and return this application to Nailsworth Town Council, Civic Centre, Old Market, Nailsworth GL6 0DU or email clerk@nailsworthtowncouncil.gov.uk



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DECLARATION STATEMENT

- We undertake to provide the following services: Provision of Town Gardening Services to Nailsworth Town Council.
 - We accept the provisions of the Invitation to Tender and offer to provide services in accordance with the prices, terms and conditions stated herein.
 - We have checked our Tender before submission, as amendments to or withdrawals of the Tender submitted, if received by the Council after the time specified for receipt of tender, may not be considered.
 - We undertake, and it shall be a condition of any Contract that the following is a 'bonafide' Tender, intended to be competitive and that we have not fixed or adjusted the amount of the Tender by or under or in accordance with any other person.
 - We understand that no variations in, or acceptance of any Invitation to Tender, or Tender shall be binding unless agreed in writing.
 - The Tender shall remain open for acceptance for a period of thirty (30) days from the final date for the submission of Tenders.
 - Unless and until a formal agreement is executed this Tender, together with your written acceptance thereof, shall constitute a binding agreement between us.
 - We undertake that any of our employees, or agents providing the services under the Contract, where so required, will enter into and abide by a Confidentiality Agreement in an acceptable form.
 - We understand, and it is agreed, that the Council shall retain the right to reject any/and all Tenders in whole or in part and it is furthermore agreed that the Council shall be under no obligation to select the lowest or any other Tender.
 - We understand that the Council reserves the right to alter or cancel any requirement stated in the contract at any time during the period of the contract.
 - We have taken all the necessary steps to inform ourselves regarding this requirement and we understand and agree that the Council shall not be liable for any inaccuracy or insufficiency in the information available to us in connection with this Tender.
-

Name:

Job title:

Company:

Address (including postcode):

Telephone:

Email:

Completed by:

Dated:



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ENDS.