

# ASTON CLINTON PARISH COUNCIL

Council Office, Aston Clinton Park  
London Road, Aston Clinton HP22 5HL  
Tel: 01296-631269 Email: [clerk@astonclinton.org](mailto:clerk@astonclinton.org)

## Invitation to Tender: Footpaths & Hedges Grounds Maintenance 2023- 2026

Aston Clinton Parish Council are offering the opportunity to tender for the Footpaths and Hedges Grounds Maintenance contract.

**The duration of the contract will be three years and will commence in March 2023.**

### **TENDER INSTRUCTIONS**

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

If you would like to visit the sites, please contact the Clerk on 01296 631269.

**Tenders must be received by end of business on Monday 20<sup>th</sup> February 2023 either by email or hard copy** to the Clerk, Aston Clinton Parish Council at the address above or email [clerk@astonclinton.org](mailto:clerk@astonclinton.org)

### **The Decision**

The expected value of this tender is below the Public Procurement Contract Regulations 2015 threshold. The process will be a single stage process. The Council is not bound to accept the lowest priced, or any tender. The evaluation criteria will include emphasis on quality as well as price.

### **Freedom of Information**

Please note that all information submitted to the Council may need to be disclosed and/or published by the Parish Council in compliance with the Freedom of Information Act 2000. If you consider that any of the information included in your tender response is commercially confidential, please identify it and explain (in broad terms) what harm might result from disclosure and/or publication.

### **Tendering for Multiple Contracts**

The Council has three separate contracts (Aston Clinton Park Grounds Maintenance, Churchyard Grounds Maintenance and Footpath and Hedge Maintenance) for which it is inviting tenders. If you wish to tender for more than one contract, please regard each tender as a separate contract by:

- completing each separate Tender Response Form and submitting in separate envelopes marked with the name of the contract;
- you may use the same two referees for each tender but you must include individual copies in each envelope;
- if there is a pricing benefit to the Council in awarding more than one contract to a single tenderer, please indicate this using the Additional Remarks box on the Tender Response Form.

### **Tender Timescales**

Action	Deadline
Issue of Invitation to Tender	30 January 2023
Deadline for return of the ITT	20 February 2023
Evaluation of Tenders by Aston Clinton Parish Council	21 – 23 February 2023
Notification of award decision	24 – 28 February 2023
Contract start date	March/April 2023

# SCHEDULE 1 - SERVICES AGREEMENT

This agreement is made on [DATE] between

Aston Clinton Parish Council ('the Council') of the Council Office, Aston Clinton Park, London Road, Aston Clinton HP22 5HL and

[CONTRACTOR]

## 1 Definitions

In this contract the following expressions shall have the meanings hereby assigned to them:

'Agreement'	the Information and Instructions for Quotations, the Specification
'Clerk' –	the Clerk or Assistant Clerk to Aston Clinton Parish Council
'Contractor' -	the person, persons or company whose quotation is accepted
'Council' –	Aston Clinton Parish Council
'Contractor's Staff'	those persons employed or engaged by the Contractor from time to time to perform this Agreement on its behalf. The definition of 'Contractor's Staff' will also include the staff of any permitted sub-contractor who are performing the Contractor's obligations under this Agreement from time to time.

## 2 Works Required

The works comprise the grounds maintenance of Aston Clinton's hedges and footpaths. The Contractor shall carry out the works detailed in Schedule 2 – Services Specification.

## 3. Variation of Agreement

Variations to Schedule 2: Services Specification may be proposed by the Council or the Contractor. Any agreed variations shall be confirmed in writing by the Council.

## 4 Performance of Service

The Contractor shall perform the services in a manner consistent with the terms and conditions of the agreement and to the satisfaction of the Clerk.

All operations shall be carried out by the Contractor without unreasonable noise and disturbance so as not to interfere with the convenience of the public, access to, or occupation of public roads, private or public footpaths or properties and the Contractor shall indemnify the Council in respect of all claims demands proceedings costs and expenses whatsoever arising out of, or in relation to, any such matters.

## 5 Times of Work

The times of work shall be flexible. The Contractor may work between the hours of 7.00am and 6.00pm Monday to Friday,.

The Contractor may not work on Saturday, Sunday or Bank Holidays unless requested to do so by the Clerk.

## 6 Reporting

The Contractor will meet with the Clerk and members of the Grounds Maintenance Working Group at least quarterly or at such other times as the Clerk may reasonably request at the Council Offices in Aston Clinton to review progress on the contract and to consider future work.

## 7 Invoicing and Payment

The Contractor is required to invoice the Council monthly 1/12<sup>th</sup> of the annual contract sum and any contract variation agreed by the Council in advance. Invoices should be submitted during the first week of every month. Payment will be made via BACS, usually by the third Friday of each month.

## **8. Access**

Access to some of the locations to be maintained is restrictive of the size of vehicle/machine that can be used. It is the responsibility of the Contractor to acquaint themselves with the access to each location.

## **9 Additional Services**

In respect of all hourly and fixed price work to be carried out under this Contract, the Contractor must give a quote for the length of time needed to carry out the job, as well as the cost of materials. Other than where work is of an urgent nature (where approval will be given by telephone), this approval will be given in writing or in an email by the Clerk. Any work carried out by the Contractor without prior authorisation will not be paid.

## **10 Vehicles, Tools & Machinery**

The Contractor shall provide and maintain all such vehicles, tools and machinery as are necessary for the proper performance of the services, including fuel. The Contractor shall, at their expense, keep all vehicles, tools and machinery in good and serviceable repair.

## **11 Safety**

The Contractor shall take precautions as are necessary to protect the health and safety of all persons employed by the Contractor, the Council and the general public. The Contractor shall comply with the Health & Safety at Work Act and all other Acts or Regulations pertaining to the health and safety of the Contractor's staff who must have been appropriately trained. All relevant safety equipment (PPE) shall be provided at all times by the Contractor and worn by the Contractor's staff when carrying out works. The Contractor shall undertake appropriate risk assessments.

The Contractor is required to notify the Clerk immediately of any accidents, near misses or environmental incidents such as oil or diesel spillages.

## **12. Contract Manager**

The Contractor shall ensure that during the Contract period a member of the Contractor's management staff is empowered to act on behalf of the Contractor and be available to be contacted by the Clerk at all 'reasonable times' i.e. during office hours. The Contractor will provide an emergency contact list.

## **13 Liability**

The Contractor shall fully indemnify the Council against any expense, liability, loss, claim or proceedings arising in respect of personal injury to any person or damage to any property arising from the performance of the services or any act, neglect or omission of any employee of the Contractor, howsoever such liability may arise.

## **14 Insurance**

The Contractor shall indemnify the Council from any claims for damage to property or persons arising from the performance of the Contract and will be required to produce evidence of Public Liability Insurance to a minimum value of £5 million per claim.

## **15 Termination of Agreement**

This Agreement may be terminated by either the Council or the Contractor having given three months' written notice expiring at any time.

This Agreement may be terminated by the Council immediately if the Contractor:

- i has failed to respond satisfactorily within 14 days to a written notice of default issued by the Clerk or
- ii is the subject of proceedings in voluntary or involuntary bankruptcy or
- iii enters any arrangements or takes any action which could, in the reasonable opinion of the Council affect the good reputation of the Council either directly or indirectly.

**16 Assignment and Sub-Contracting**

The Contractor may not assign, sub-contract or otherwise transfer this Agreement or any of its rights and/or obligations under this Agreement, whether in whole or in part ,without the prior written consent of the Council.

Signed:	
	Authorised signatory of the Council
Name:	Date:

Signed:	
	Authorised signatory of the Contractor
Name:	Date:

**SCHEDULE 2**  
**GROUNDS MAINTENANCE SPECIFICATION**  
**Footpath & Hedges**

**1. General Information**

The purpose of this specification is to define the standard to be achieved and it should be read in conjunction with Schedule 1 - Services Agreement.

The overall purpose is to provide strong, healthy and stable hedges and a clean, tidy and well-maintained area that reflects customer need and good horticultural and environmental practice. All work shall be carried out and timed in such a way as to leave the whole of each site in a well-maintained and tidy condition.

**2. Footpath and Hedge Maintenance (General)**

- 1.1 All hedges shall be trimmed and pruned to encourage a stable hedge. The width at the top of the hedge shall be slightly less than at the base. All woody weeds to be removed and stumps killed.
- 1.2 The Contractor shall make all cuts cleanly and remove any ragged edges.
- 1.3 The Contractor shall remove all suckers, self-set trees or shrubs, brambles and ivy which are not part of the hedge, to ground level and treat with stump killer on instruction from the Clerk.
- 1.4 The Contractor shall ensure that the hedge bases are weed free after each visit.
- 1.5 The Contractor shall leave grass edges adjacent to hedges neat and tidy.
- 1.6 Arisings shall be removed.
- 1.7 The Contractor shall cause minimum disturbance to nesting birds and wildlife in compliance with the Wildlife & Countryside Act 1981.
- 1.8 Unless agreed with the Clerk, each hedge shall be the same size at the end of the Contract as it was at the beginning.
- 1.9 Prior to operations, the Contractor shall ensure that the area is free of large stones and other debris. The Contractor shall inspect the site for areas of ground sinkage/potholes and areas of potential hazard and inform the Clerk of any hazards.
- 1.10 The Contractor shall, during the period of the Contract, ensure that all machines engaged in hedge cutting operations are sharp and properly set, to produce a true and even cut. Any damage or areas of hedge not cut to the approval of the Clerk from such a lack of maintenance shall be made good by the Contractor at their own expense and to the satisfaction of the Council.
- 1.11 The Contractor shall, during the period of the Contract, ensure that machines are properly guarded and maintained to present no danger to the operator, surrounding structures, vehicles or any person near operations. The Contractor shall provide their staff with all safety equipment and ensure that staff use these when engaged in work for the Council.
- 1.12 The Contractor shall complete one area of hedge cutting and footpath strimming before moving onto the next and immediately after cutting a scheduled area, the Contractor shall ensure that all clippings are cleared from paved areas, paths, signs and fixtures either by sweeping or use of a blower.
- 1.13 Strimming shall be carried out as close as possible to fixed obstructions. Moveable obstructions may be removed to facilitate cutting and replaced before the Contractor leaves the site.
- 1.14 Extreme care shall be taken when cutting around tree bases to avoid damage to tree or plant material.
- 1.17 Great care must be taken to avoid damage to wooden posts, glass windows, doors and cars by hedge cutting and strimming operations. Any damage resulting, shall be reported to the Clerk immediately and made good at the Contractor's own expense.

- 1.18 Areas not cut to the satisfaction of the Clerk shall be re-cut by the Contractor at the Contractor's own expense.
- 1.20 Should the Contractor cause damage to the surface or levels of the ground, or create 'divots', the Contractor shall at their own expense reinstate such damage forthwith to the satisfaction of the Council.
- 1.21 All persons operating machinery must be satisfactorily trained and the Council reserves the right to ask the Contractor to provide adequate proof that his operators are suitably trained, conversant with Health and Safety legislation and competent in operating methods.

## **2 Hedge Locations**

### **2.1 Churchyard**

To cut front hedge four time a year (two main cuts plus two cuts to reduce height of the elders growing within the hedge).

### **2.2 Lady de Rothschild Drinking Fountain**

To cut the hedge four time a year

To keep fountain paved area free from weed and moss growth.

### **2.3 War Memorial**

To cut the hedge four time a year

To keep paved area free from weed and moss growth.

## **3 Footpath Locations**

Four visits. Two to be a hedge cut and stim back and two visits to be a strim back in preparation for winter.

**ACL3: from Sunnybrook Close to Barker Lane (80m)**

**ACL8: from London Road to Green End Street (250m)**

**ACL10: from Beechwood Way to Lower Icknield Way (300m)**

**ACL28: from London Road towards Halton Airfield (75m & 220m)**

**ACL29: from Church Lane to London Road (200m)**

**ACL30: from London Road to Green End Street (90m)**

**ACL31: from London Road to Twitchell Lane (240m)**

**ACL32: from Brook Street to ACL34 intersection (200m)**

**ACL34: from London Road to Green End Street (340m)**

**ACL37: from Twitchell Lane to ACL34 intersection (200m)**



**GROUNDS MAINTENANCE: TENDER RESPONSE FORM**  
**Footpath & Hedges**

I/We the undersigned agree on the acceptance of this Tender to supply to the Parish Council grounds maintenance services as detailed within the Invitation to Tender, Services Agreement, Grounds Maintenance Specification and Location Plans.

I/We understand that Aston Clinton Parish Council are 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	
Position	
Company	
Address	
Email	
Telephone	
Date	