

# Melbourn Parish Council

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## Acceptance of Contract: Stockbridge Meadows MPC-SM2024

This agreement is entered into on 1<sup>st</sup> June 2024 by and between:

**Party A: Herts & Cambs Ground Maintenance Ltd**  
Address: Summerhouse Farm  
New Road  
Melbourn  
Royston  
Hertfordshire  
SG8 6DL  
Email: justin@hcgmltd.co.uk  
Phone: 07968 365833

**Party B: Melbourn Parish Council**  
Address: Melbourn Community Hub  
30 High Street  
Melbourn  
SG8 6DZ  
Email: [parishclerk@melbournparishcouncil.gov.uk](mailto:parishclerk@melbournparishcouncil.gov.uk)  
Phone: 01763 263303 ext 3

Both parties agree to the terms and conditions outlined in the contract, effective as of the date of this acceptance.

### Acknowledgment

By signing below, both parties confirm that they have read, understood, and agreed to all terms and conditions set forth in the referenced contract.

#### Herts & Cambs Ground Maintenance Ltd



J C WILLMOTT

[Signature of Party A]

[Name of Party A]

Date: 6/6/24

#### Melbourn Parish Council



A WILLIAMS

[Signature of Party B]

[Name of Party B]

Date: 6/6/24

**MELBOURN STOCKBRIDGE MEADOWS**

**CONTRACTOR: Herts & Cambs**

COMPETENCY  
FACTOR

<b>1. COST</b>			
<b>Stockbridge Meadows</b>	Per Visit	Annual	
Paths	£ 70.00	£ 210.00	
Amenity Area	£ 80.00	£ 240.00	
New Orchard	£ 70.00	£ 210.00	
Wildflower Meadow	£ 100.00	£ 200.00	
<b>Total</b>		<b>£ 860.00</b>	
<b>GRAND TOTAL</b>		<b>£ 860.00</b>	

# Melbourn Parish Council

## INVITATION TO QUOTE

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**QUOTE:** Stockbridge Meadows

**QUOTE REFERENCE NUMBER:** MPC-SM2024

**CLOSING DATE:** ~~16 April 2024~~

**EXTENDED CLOSING DATE:** 30 April 2024

**Closing Date for Submission of Quotations:** 30 April 2024, by 4pm - No quotes will be accepted after this deadline.

*Quotations can be submitted earlier than the above date. All quotations received by the due date will be opened on 2 May 2024.*

*Quotations should be submitted in a sealed envelope for the attention of the Parish Clerk, marked with Quote Reference Number.*

## **MELBOURN PARISH COUNCIL**

Melbourn Parish Council provides local government services to the village of Melbourn, South Cambridgeshire, which covers approximately 314 hectares, and forms the southernmost part of the county of Cambridgeshire.

Melbourn Parish Council (hereafter MPC) is responsible for the direct provision and management of village facilities, including services to the community, many of which are provided through contractors.

## **OUTLINE CONTRACT SCOPE AND CONTEXT**

Stockbridge Meadows is a Field in Trust situated in Melbourn. Covering approximately 5.2 hectares this is a space for quiet recreation and nature study.

The land comprises extensive areas of regenerating scrub and remnant orchard, together with rough grassland sloping down towards the river, the banks of which are fringed by a strip of rough grassland and tall ruderal vegetation and augmented by pollard white willow. The northern edge of the site is marked by a hedgerow and scrub, which connects to the River Mel to the west, together with a number of veteran ash pollards, coppices and associated standing and fallen deadwood. The river meanders to form part of the southern boundary as well, whilst the east of the site is bounded by a combination of scrub and garden boundary vegetation from the adjoining properties. The site also boasts a boardwalk to assist in accessibility.

In 2024 application is being made to designate Stockbridge Meadows as a Local Nature Reserve.

**KEY INFORMATION**

Quote:	Stockbridge Meadows
Quote reference number:	MPC-SM2024
Quotation availability date:	26 March 2024
Quotation deadline:	30 April 2024
Quotation return address:	Parish Clerk Melbourn Parish Council Melbourn Community Hub 30 High Street Melbourn Cambridgeshire SG8 6DZ
Contact:	Abi Williams & Alex Coxall
Telephone:	01763 263303 ext 3
Email:	parishclerk@melbournparishcouncil.gov.uk
Number of copies required:	1
Expected tender decision date:	23 May 2024
Contract start date:	1 June 2024

## **CONTENTS**

**Section 1. Information for Bidders and Contract Terms**

This Section contains information on how the bid will be assessed, together with MPC contract terms and expectations. Bidders should read and accept these terms before bidding.

**Section 2. Contractor Information, Quotation and Competencies Declaration**

This Section must be completed to formally accept bid terms, provide a bid quotation and describe those aspects of the Bidder's organisation that are important in the evaluation of the bid.

**Section 3. Schedule of Works Required, Methods of Work and Safety**

This Section contains the detailed specification of the work and requires the Bidder to set out how the work is to be done (Method statements) and how safety is to be assured (Risk Assessments).

**Appendix A Questionnaire justification additional space**

**Appendix B Stockbridge Meadows Schematic**

## SECTION 1: INFORMATION FOR BIDDERS

### 1. Information for Bidders & Terms

- 1.1 MPC is looking for a suitably qualified and experienced contractor to provide complete grounds maintenance for village areas, as specified in this Invitation to Quote, contract commencing on 1 June 2024.
- 1.2 The contract is for an initial 1-year term, with the option to extend each and every year up to a total of a 3-year term (each additional year will be subject to budget availability and satisfactory contractor performance).
- 1.3 Submission and evaluation of quotations will be a single stage process.
- 1.4 Potential Bidders may ask questions or seek clarification of the contract terms during the bidding period. It should be noted that questions and answers to those questions would be circulated to all other companies who may wish to bid.
- 1.5 Bidders should be aware that, as part of the bid evaluation process, they might be asked to meet with the MPC to present their case or clarify aspects of their bid.
- 1.6 If the contract awarded is for a period longer than one (1) year, the quotation offered by the supplier will be index linked for any subsequent years. (3 years Maximum).
- 1.7 The contractor will provide a set of costs for each site for the following types of work as listed in the following schedules of work.
- 1.8 Bidders must also provide details of their Public Liability Insurance Cover, (If your company is appointed then MPC will need to see a copy of your insurance certificate) and confirm the staff carrying out the work are competent to work on MPC property.
- 1.9 The evaluation scheme is described below.

Bidders' responses to the method statements will be scored out of a possible maximum of 5 marks. It should be emphasized that MPC are not bound to accept the lowest price:

Evaluation Criteria	%	Relating to question
<b>Quality Competencies, of which:</b>	<b>60%</b>	
References	20%	2.4
Staff and general staff experience	10%	2.1
Method statements	5%	Method of Work – section 3
Level of valid insurance held	10%	2.2
Have you or your staff undertaken any general and / or safety training or certification for working in this field?	10%	2.3
Equalities	5%	2.5
<b>Cost – based on an estimate of the likely work over a 1 year period and the proposed increase to cover 3 year period.</b>	<b>40%</b>	

- 1.10 The schedule in Section 3 sets out tasks required by MPC. These tasks have been agreed by MPC and the successful contractor must follow the schedule without exception.
- 1.11 Village Wardens and MPC Councillors will undertake regular and random inspections of the areas listed in Schedule 3. If necessary, photographic records will be used to illustrate any problems arising to MPC Working Parties or Committees.

- 1.12 Failure of the contractor to comply with the contracted schedule (unless agreed with MPC in advance) shall be seen as contrary to the contract agreement and may/will result in the loss of the contract at any period during the contract. See 1.13.
- 1.13 MPC reserves the right to terminate the contract if it finds fault or non-compliance with the schedule of work or any other area of dissatisfaction.

By this is meant:

- a. Quality and standard of work
  - b. Customer service
  - c. Conduct of staff
  - d. Any changes to those items listed in 1.18 below
  - e. A period of 21 days will be given to enable the contractor to rectify any issues made known to the contractor by MPC. If issues are not rectified, then 14 days notice of cancellation of contract will be given in writing.
- 1.14 Terms and conditions will be agreed between MPC and the successful contractor at the time of the contract award.
- 1.15 Monies paid to the contractor will only be paid on submission of a signed monthly invoice. MPC has a 60-day settling of invoices policy, however every effort will be made to accommodate a 30-day time frame.
- 1.16 All quotations submitted will provide at submission the following information, failure to do so may result in the tender being rejected:
- Proof of Full Public Liability Insurance cover.
  - Contractors should show evidence that the protection of staff is considered in their bid approach to safety and show where they or staff members have formal first aid training.
  - A complete summary of powered plant/equipment that is to be used on MPC property/sites. (Suitable operating licenses to operate this machinery will be required, where necessary). This information can be included in method statements.
  - Qualifications of contractor.
  - Evidence of past experience.
  - A competent knowledge of the pruning and management of plants, hedging and trees.
  - If relevant to the contract, proof of license or competence to spray weed killers.
  - Written confirmation that appropriate safety signage will be used to protect the public. This can be part of Risk Assessment responses in Section 3.
  - Written assurance that UK Health & Safety rules will be adhered to.
  - If relevant to the contract, an appropriate Pest Control license.
  - An undertaking that, wherever possible, employees will be sought locally.
  - Access to two prior clients who can provide written references.
- 1.17 In completing the Invitation to Quote, the Bidder should be aware that the MPC decision will also take into account:
- The Bidder's general understanding of the requirements.
  - The right to investigate the financial status and viability of the Bidder.
  - The clarity and completeness of operational proposals and intended methods of



working, perception of risks to safety and how these can be mitigated.

- Any aspects of the delivery that improve or positively impact on economic and environmental sustainability.
- Staffing proposals.

1.18 Expectations:

- MPC expects the contractor to be diligent, trustworthy and, most importantly, proactive in the execution of the contract.
- The contractor will ensure that all pathways are blown clean of grass cuttings.
- The contractor will carry out all tasks ensuring minimum damage to grassed areas and paths.
- The contractor will ensure that all grassed edges are left properly cut, by means of separate 'Strimming' where this is necessary.
- Where relevant, contractors should carry out work in a way that respects the nesting season for birds.
- The contractor must not obstruct entries or exits to resident's property, the public highway, driveways or access to sewers, fire hydrants etc.
- If for any reason the contractor finds they are unable to fulfill the contract in any way at any part through the contract term, MPC reserves the right to terminate the contract forthwith and seek a new contractor at no additional costs to MPC. (Monies will only be paid to the contractor for work done and not for the remaining contract period).
- MPC will not be liable for any monetary loss by the contractor under any circumstances.
- An inspection of the areas to be cut and/or maintained will take place before the contract is issued to which the successful contractor will be invited. This inspection is to ensure that the contractor fully understands the contract scope and both contractor and MPC agree that any existing damage to stock, plants or village fabric is understood and documented clearly and not the fault of either the contractor or MPC. Non-attendance to meet or failure to agree the inventory process will see the contract null and void. MPC will then look for a new contractor. By default the contractor at fault will be excluded from bidding.
- MPC reserves the right to levy payment for reimbursement against the contractor, if it is found that the contractor or any employee of the contractor is found to have caused damage or loss to any of the tree stocks, planting etc. or the Village 'fabric', this includes tree guards, tree supports, fencing, gates, low level planting. This reimbursement will be payable immediately or the damage made good (to the satisfaction of MPC) whichever is the most convenient to MPC. MPC reserves the right to withhold any monies due to the contractor in lieu of damage not reimbursed.
- Any of the circumstances above that are left unresolved may result in the loss of the contract.
- MPC reserves the right to revise/alter the terms and conditions of the contract at any time if deemed necessary, having consulted with the contractor where necessary.
- Additional areas of work identified during the life of the contract will be separately negotiated.

## SECTION 2: CONTRACTOR INFORMATION, QUOTATION AND COMPETENCIES DECLARATION

Send to: Melbourn Parish Council  
Melbourn Community Hub  
30 High Street  
Melbourn  
Cambridgeshire  
SG8 6DZ

Company Name: *Herbs & Combs Ground Maintenance Ltd*

Your Name: *JUSTIN WILLMOTT*

Date: *29/4/24*

Company Address: *As of the tender*

Telephone: *07968 365 833*

Email:

In order only to compare quotes from different bidders, you are required to provide quotation information using the following rules:

1. Multiply the individual visit costs under each job area specification in Section 3 by the number of estimated annual visits, also defined in each job specification. This will give the estimated annualised costs for each job area.
2. Total all the annualised costs from each job area to provide the total estimated contract cost for the year. Your Quote will be for the estimated total annual cost, based on individual visit costs and frequency.

Please enter this total in the box below.

There are two options for bidding.

**Option 'A'** If successful, you will be required to submit monthly invoices that reflect the number of actual visits made, as this will vary depending on the influences of weather and seasonal changes. For example, grass-cutting visits will be fewer in winter months and may be more frequent than anticipated in summer. Monthly invoices will be based on the individual visit costs shown in your quote, not a simple monthly division of the estimated totals shown in your estimated global quotation below.

**Option 'B'** If successful, you will submit monthly invoices that reflect one twelfth of the total bid price entered into the box below. This will commit you to carrying out the maintenance to the frequency standards as set out in the bid document but also to carry out extra cuts at no extra cost to the Parish Council should weather conditions make this necessary.

Please tick either box 'A' or 'B' below to indicate the bid basis.

**Quotation for:**

**MPC-SM2024**

I/ We the undersigned, having examined the specifications and schedule of works set out in Section 3 are willing to execute the whole of the work required, based on estimated visit frequencies in this document, for the sum of:

£ 860 + VAT	A	B ✓
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**Declaration and Contractor Quotation Approval**

I / We understand that:

- (a) This Quotation shall be returned by email or post provided so as to reach this office not later than 30 April 2024. Note: you can return sooner if you wish.
- (b) We accept the information and conditions set out in Section 1 of this document.
- (c) We accept the terms as set out above, namely that the Quotation value is derived from individual job-area visit costings and estimated visit frequencies defined in Section 3 of this document.
- (d) We understand that, should the finally agreed contract price exceed the budget value available to MPC, then the number of site maintenance visits will need to be reduced accordingly.
- (e) If successful, the bidder will invoice for work done by area visit as per the individual costings in this quotation. The number of such visits may be more or fewer than the estimate, depending on need, and by agreement with the Clerk.
- (f) There may be a further selection stage of this Quotation involving an interview or meeting.
- (g) Melbourn Parish Council will not necessarily accept the lowest or any Quotation, and no allowance or payment will be made for making any Quotation. All costs arising during the preparation of the Quotation are to be borne by the Bidder.
- (h) We have examined and agree to the Quotation, have submitted only one bid for this aspect of MPC contract requirements, and agree to the contract terms.
- (i) We understand that is our responsibility to ensure that the contract documents have been completed correctly.
- (j) This is not an order. If your quotation is accepted, an official Purchase Order will be raised. The Order will be subject to the Terms and Conditions sent to you as a separate document titled Quotation Terms and General Terms and Conditions.
- (k) Volumes or values are not guaranteed.

Signature: \_\_\_\_\_



Name: \_\_\_\_\_

JUSTIN WILLMOTT

Position: \_\_\_\_\_

DIRECTOR

Telephone: \_\_\_\_\_

07968 365 833

Email: \_\_\_\_\_

justin@hcgmltd.co.uk

**Competencies Declaration: Questionnaire**

The following items match the award criteria specified on page 5 of this document. Please provide a simple written response to each question. The Council will look for a short statement confirming your response (short responses that are clear and concise are preferred). Your English and use of grammar/handwriting will not be assessed, but it needs to be clear enough to understand. Please use extra sheets, found in Appendix A, as necessary.

Question		Justification
2.1 (15%)	Who will carry out the work specified in Section 3, and how experienced are they at carrying out that work? For example, are staff members casual or permanent?  Justify your answer, using a separate sheet if required.	As previous.
2.2 (10%)	What is the level of liability insurance held and can you confirm that your insurance is still valid?  Enclose copy of certificate.	10m
2.3 (10%)	Can you confirm that the people concerned in the delivery of the specified services will be trained and competent persons?	<input checked="" type="radio"/> Yes / No
	If Yes, do you have specific evidence of relevant training? Please enclose.	<input checked="" type="radio"/> Yes / No
	Do you have a Health & Safety policy, if so please enclose.	<input checked="" type="radio"/> Yes / No
	Do you carry out Risk Assessments for the types of work that is being quoted?	<input checked="" type="radio"/> Yes / No
	State details of accidents, ill health or HSE involvement in the last 2 years. Use a separate sheet if required.	Yes / No None
2.4 (20%)	Please provide the name and contact details of two recent clients for whom you have provided similar services and from whom we can, without further permission, seek references:	
Name: Address:	Name: Address:	
Telephone: Email:	Telephone: Email:	
Description of services provided:	Description of services provided:	
as previous	as previous.	

<b>2.5 (5%)</b>	Is it your policy as an employer to comply with your statutory obligations to staff and applicants for employment under the following equality and non-discrimination laws?	
<b>2.5.1</b>	The Race Relations Act 1976	<input checked="" type="radio"/> Yes / <input type="radio"/> No
	The Race Relations Code of Practice	<input checked="" type="radio"/> Yes / <input type="radio"/> No
	The Race Relations Act (Amendment) Regulations 2003	<input checked="" type="radio"/> Yes / <input type="radio"/> No
	Employment Equality (Religion and Belief) Regulations 2003	<input checked="" type="radio"/> Yes / <input type="radio"/> No
	Disability Discrimination Act 1995	<input checked="" type="radio"/> Yes / <input type="radio"/> No
	Equal Pay Act 1970 (Amendment) Regulations 2003	<input checked="" type="radio"/> Yes / <input type="radio"/> No
	Sex Discrimination Act 1975 (Amendment) Regulations 2003	<input checked="" type="radio"/> Yes / <input type="radio"/> No
	Employment Equality (Sexual Orientation) Regulations 2003	<input checked="" type="radio"/> Yes / <input type="radio"/> No
	Employment Equality (Age) Regulations 2006	<input checked="" type="radio"/> Yes / <input type="radio"/> No
<b>2.5.2</b>	Does your organization have a formal equal opportunities / race relation policy? If yes, please enclose a copy	
<b>2.5.3</b>	In the last three years, has any finding of unlawful discrimination been made against you or your organization by a court or industrial tribunal?	
<b>2.5.4</b>	If you answered Yes to 2.5.3, please provide details of what steps were taken as a consequence of this finding.	

**SECTION 3: SCHEDULE OF WORKS REQUIRED, METHODS OF WORK AND SAFETY****Stockbridge Meadows: Schedule of works quotation**

Notes: Please refer to Appendix B – Stockbridge Meadows Schematic

Please note that timings of these tasks cannot be predicted – as requested would require the contractor to carry out the task described within 10 day of request.

<b>Stockbridge Meadows</b>			
<b>Paths</b> <ul style="list-style-type: none"> <li>All paths cut 2m wide, 3 times a year as requested</li> </ul>	Per visit cost	Per annum cost	Number of visits
	£ 70	£ 210	3
<b>Amenity area</b> <ul style="list-style-type: none"> <li>Cut 3 times a year as requested</li> </ul>	Per visit cost	Per annum cost	Number of visits
	£ 80	£ 240	3
<b>New Orchard</b> <ul style="list-style-type: none"> <li>Strimmed 3 times a year as requested</li> </ul>	Per visit cost	Per annum cost	Number of visits
	£ 70	£ 210	3
<b>Wildflower Meadow</b> <ul style="list-style-type: none"> <li>To be rolled twice a year as requested</li> </ul>	Per visit cost	Per annum cost	Number of visits
	£ 100	£ 200	2
<b>Total annual cost: Stockbridge Meadows</b>		£ 860.00 + VAT	

**Method of work**

Describe the methods and any tools / equipment to be used.

*Notes:*

- *Works to be carried out in consultation with the Conservation Warden and Maintenance Committee*
- *The timing of visits must respect the nesting season of birds*
- *All cuttings and vegetation to be removed from site*

*As previous .*

**Risk Assessment**

Describe how you have assessed the safety and risks and what steps will be taken to safeguard the Health and Safety of workers and the public.

**Hazards identified:**

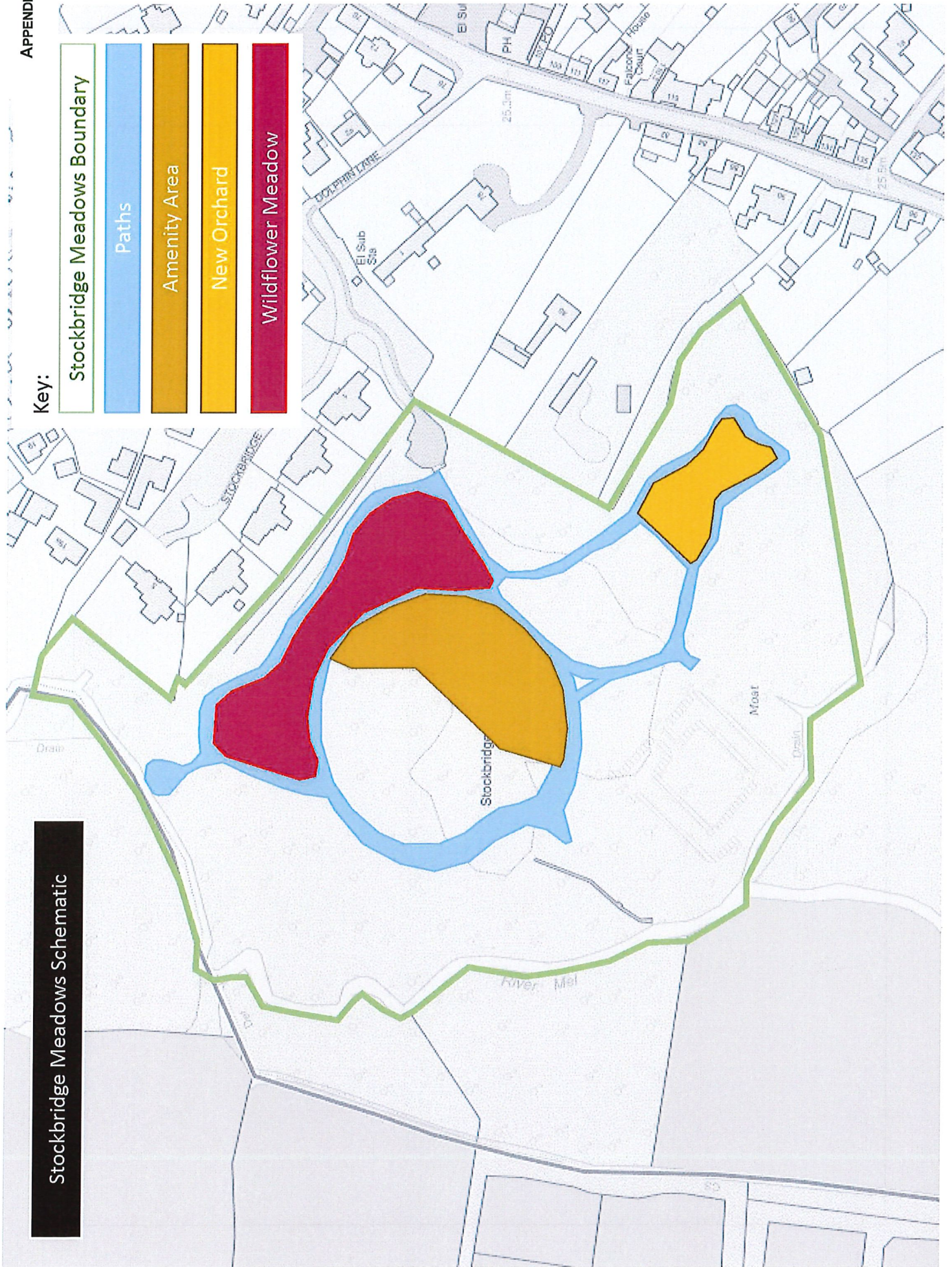
*As previous.*

**Planned actions to minimise risks:**



## APPENDIX A

Justification – extra space



Stockbridge Meadows Schematic