



Seaford Town Council

INVITATION TO TENDER – GRASS VERGE MAINTENANCE IN SEAFORD

PART A: CONTENTS & INTRODUCTION

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A1 INTRODUCTION

- A.1.1 If you are a sole trader/micro-business, or a small or medium enterprise, we know at Seaford Town Council (“STC”) that tenders like this can feel heavy, requiring much of your valuable time. However, because we dispense taxpayer funds, it is only right that we must comply with financial controls and regulations.
- A.1.2 Please be assured that our approach to tendering is about **dialogue**, not just ‘box-ticking’. At this starting point, if you think this tendering process is just ‘too much’ then please contact projectsandfacilities@seafordtowncouncil.gov.uk . We aim to operate transparently, and you are invited to raise questions and issues with us, throughout the process, so that we may all learn and improve. We reserve the right to share anonymised questions and answers with other applicants unless business (or otherwise) sensitive – you must make this clear in any communication.
- A.1.3 **This tender** is for an urban grass verge maintenance contract in the coastal town of Seaford, East Sussex. Seaford Town Council (STC) is seeking a Contractor to carry out all aspects of verge maintenance work at a variety of locations around the Town (please go to <https://escg.maps.arcgis.com/apps/webappviewer/index.html?id=5c524023058c4aa088a37b49b0d90814> enter ‘Seaford’ and zoom in to see the verges in scope).
- A.1.4 This contract **is** suitable for SMEs.
- A.1.5 *Note: “Contractor”, “Provider”, “Supplier”, “You” and “Your” refer to the business or company completing this tender. “STC”, “the Authority”, “the Council”, “the Customer” and “the Client” refer to the purchasing organisation (Seaford Town Council) that is seeking to award the contract.*
- A.1.6 STC is now inviting suitable Contractors to submit a tender for a ‘one plus one’ (years) initial arrangement (ie two years), beginning on April 24th 2024. Documents can be found at: <https://www.seafordtowncouncil.gov.uk/contracts-and-tenders/> and questions can be emailed to projectsandfacilities@seafordtowncouncil.gov.uk
- A.1.8 This package includes the following documents to support your bid:
- Part A: Contents and Introduction (this part)**
 - Part B: Invitation to Tender (below)**
 - Part C: Standard Contract & Conditions (below)**
 - Part D: Forms for Completion (below)**
- A.1.9 If you find that any documents are missing or will not open, please contact us immediately at the email address above.



A2 INSTRUCTIONS FOR TENDERERS AND PROJECT TIMETABLE

A.2.1 This document is presented in four parts, marked A-D. **Part D (see below) is the only section we ask you to complete.** You should complete (in Part D) all the following forms (all but one of which are very short):

- FORM D1: UNDERTAKING AND NON-COLLUSION
- FORM D2: ORGANISATION AND CONTACT DETAILS
- FORM D3: GROUNDS FOR MANDATORY REJECTION
- FORM D4: GROUNDS FOR DISCRETIONARY REJECTION
- FORM D5: PRICING SCHEDULE
- FORM D6: TURNOVER & STAFF
- FORM D7 INSURANCES AND ESCC DOCUMENTARY REQUIREMENTS
- FORM D8: APPROACH & KNOWLEDGE
- FORM D9: EXAMPLES OF CONTRACTS YOU HAVE DELIVERED
- FORM D10: EQUAL OPPORTUNITIES
- FORM D11: QUALITY ASSURANCE
- FORM D12: HEALTH AND SAFETY
- FORM D13: ENVIRONMENTAL MANAGEMENT
- FORM D14: SEAFORD TOWN COUNCIL – SOCIAL VALUE PLEDGE INVITATION

A.2.2 **Please note particularly (below) the dates set for the inaugural contract meeting, contract commencement and first contract review meeting, as these dates – regrettably – are non-negotiable.**

Day	Date*	What
Monday	11-Mar	Tender advertised on STC Website & Contracts Finder
Monday	11-Mar	Tender advertised on other platforms
Monday	08-Apr	Deadline for submission of completed tenders
Monday	08-Apr	Hard and soft copy (electronic) tenders opened in the presence of at least two Councillors
Wednesday	10-Apr	Evaluation of all tenders
Thurs	18-Apr	Results notified to successful/unsuccessful tenderers
Monday	22-Apr	Debriefs for unsuccessful tenderers (by telephone)
Tuesday	23-Apr	Inaugural contract meeting with successful Contractor
Wednesday	24-Apr	Contract commences
Monday	03-Jun	First monthly Contract review meeting

*** Subject to change (eg because of as yet unannounced elections before/in May 2024)**

A3 COMPLETING YOUR TENDER

A.3.1 First, download a Word or Adobe (.pdf) copy of the tendering documentation and save it as 'Seaford Town Council ORIGINAL'. Then choose your update/version file names as you go along "Version1, Version2" etc.



A.3.2 You should be able to complete the form within Adobe (using the editing functions). In Word, the 'boxes' should expand as you enter your information. Some parts of the form may be protected, but remember, you can always go back to your original Word document. In .pdf, some parts of the form may be protected: but, again, remember you can always go back to your original.

A.3.3 If you prefer to submit your responses as appended documents (ie as attachments, in Word or as .pdfs in Adobe) then please label your responses so that they can be referenced to the original questions easily. If you are having problems completing any part of the tender, then please contact projectsandfacilities@seafordtowncouncil.gov.uk

A.3.4 **Make sure you attach**

A.3.4.1 your completed documents covering all the (short) forms in Part D

A.3.4.2 your insurance documents (please see Part D7 for details)

A.3.4.3 ESCC's 'Duty of Care' Contract handover requirements (listed in Part D7)

A.3.4.4 any separate attachment you have created or wish to offer (but NOT brochures or general marketing material)

A.3.5 **Please take careful note:** Your completed application should be returned: **EITHER** by hard copy post (to be received no later than Tuesday April 8th 2024) in an envelope marked "**Grass Verge Cutting in Seaford**" and addressed to: The Town Clerk, Seaford Town Council, 37 Church Street, Seaford, East Sussex BN25 1HG; **OR** by email to tenders@seafordtowncouncil.gov.uk with the subject heading "**Grass Verge Cutting in Seaford**" (please note, this a different email address to the others mentioned in this document).

A4 ADDITIONAL INFORMATION FOR CONTRACTORS

A.4.1 All tender bids will be treated as private and confidential (and destroyed/deleted at the conclusion of the tendering process) but Seaford Town Council reserves the right to publish the cost to taxpayers of the winning tender

A.4.2 All communications (including discussions) about this Tender and Contract (between STC and potential/appointed Contractor/s) should be treated as confidential unless mutually agreed otherwise (notwithstanding the point above)

A.4.3 Any responses to queries raised by bidders will be included in documents entitled 'Additional Information for Bidders #1 (and then #2, #3 and so on)'. These will be found with the tender documentation at the Town Council's Contracts and Tenders page on its website, at <https://www.seafordtowncouncil.gov.uk/contracts-and-tenders/>. The 'Additional



'Information for Bidders' will be updated regularly, up to April 7th 2024, sharing anonymised questions and our responses

- A.4.4 Seaford Town Council reserves the right not to award any contract as a result of this tender, and will award in line with the award criteria described at our "Evaluation" section, and not necessarily in line with the lowest bids
- A.4.5 Prospective Contractors **must not** contact Town Council Councillors or Staff to encourage or support their tender outside the prescribed process: *any such intervention could lead to immediate disqualification from the tendering process*
- A.4.6 The successful tender together with the Council's written acceptance will form a binding agreement in the terms of the Contract documents
- A.4.7 STC will not accept any liability for statements made and information provided in connection with this tendering process (no representations). It is the responsibility of Tenderers to undertake and rely on their own due diligence
- A.4.8 This invitation to tender is not intended to be legally binding and is not an offer capable of acceptance. Some obligations, however, are intended to be legally binding (such as provisions around confidentiality, liability and data protection). We have attempted clearly to highlight any such obligations, but please contact us at projectsandfacilities@seafordtowncouncil.gov.uk if anything is unclear.
- A.4.9 The Town Council reserves the right to withdraw this tender at any time, at our sole discretion: we are not bound to enter contractual discussions with any tenderer
- A.4.10 We intend to agree with you (as part of project start-up) whether we will be sharing personal data (as defined under the UK General Data Protection Regulation, Retained Regulation [EU] 2016/679 [UK GDPR]) or not. If personal data is to be shared, both Parties will need to comply with their/our obligations under data protection law. This should form part of a simple set of agreed data protection clauses, as a separate document (ie separate from, or annexed to the Contract)
- A.4.11 Tenderers participating in this tendering process will be bound by statements, policies and other directions to be followed, as well as by their own statements, policies and other evidence provided as applicable to this procurement



A5 PASS/FAIL CRITERIA

Failure of any one of the Pass / Fail questions listed below will mean automatic disqualification from this tendering process.

(NB THIS CHECKLIST IS FOR YOUR INFORMATION AND OUR INTERNAL PURPOSES ONLY – PLEASE DO NOT ENTER DATA IN THE TABLE BELOW).

Tender returned on time	PASS / FAIL
Undertaking and non-collusion form signed	PASS / FAIL
Has your organisation or any directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences? (<i>Answer “Yes” only if they have been convicted</i>)	
(a) Conspiracy	PASS / FAIL
(b) Corruption	PASS / FAIL
(c) Bribery	PASS / FAIL
(d) Fraud (including not paying taxes or social security contributions)	PASS / FAIL
(e) Money laundering within the meaning of Money Laundering Regulations 2003 or Money Laundering Regulations 2007; or	PASS / FAIL
(f) Any other offence within the meaning of Article 45(1) of Directive 2004/18/EC as defined by the national law of any relevant State	PASS / FAIL
Public Liability Insurance: for any one event, insured up to £10m	PASS / FAIL
Employers Liability Insurance: for any one event, insured up to £10m	PASS / FAIL
Professional Indemnity Insurance: for any one event, insured up to £10m	PASS / FAIL

A6 EVALUATION MODEL

A.6.1 This evaluation model will be used for this tender:

SCORING CRITERIA	
Quality of Responses	60%
Price	40%
Total	100%

QUALITY OF RESPONSES	
Scoring Aspect	Percentage (as 100% of 60%)
Part D/Compliance forms completed	15%
Form D8: Methodology and approach including service quality (your ability to meet or improve current quality and service levels), transformation expertise (such as your ability to introduce new, more efficient processes or technologies), your focus on the environment and sustainability	20%
Form D8: Knowledge and experience	20%



Form D9: Project examples	15%
Examples of mitigating risk, unexpected issues, variables	5%
Knowledge/understanding of the local context	5%
Nature and scale of organisation	5%
Policies/procedures provided	5%
References	5%
Added Value (eg your Social Value Pledge)	5%

PRICE	
Scoring Aspect	Percentage (as 100% of 40%)
Contract price proposed	50%
Value for Money (eg cost containment or reduction)	15%
Additional instances cost/s proposed	20%
Clarity of pricing proposals	15%

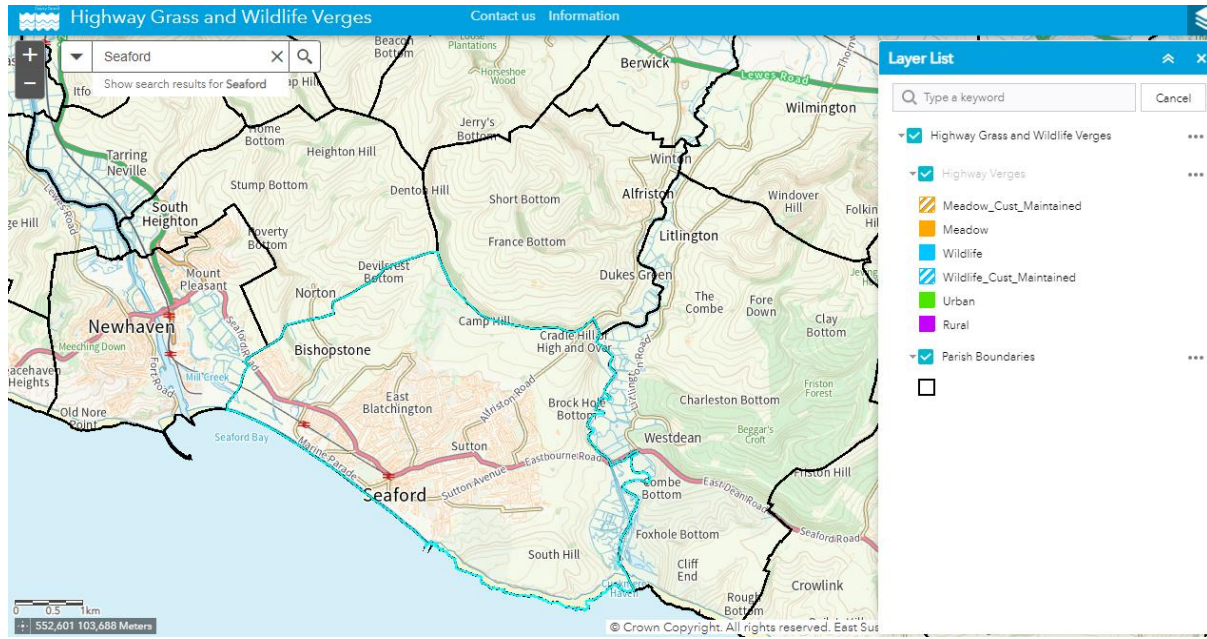
EVALUATION CRITERIA
<p>All elements will be evaluated on a score from 10-0, which will be subject to a multiplier (for example, criteria worth 20% will have a 0-10 score and a multiplier of 2). The 10-0 score will be as follows:</p> <p>10 Excellent response – comprehensive and useful, which exceeds the specified performance or capability in a beneficial way. The response includes a full description of techniques and measurements to be employed.</p> <p>8-9 Response meets our expected requirement/standard and exceeds minimum expectations, including a level of detail that adds value to the bid.</p> <p>6-7 Response is acceptable and meets minimum requirements but remains basic and could have been expanded upon.</p> <p>4-5 Very basic response. Some brief requirements addressed, but response falls well short of minimum requirements.</p> <p>2-3 Poor response. Only partially addresses the brief requirements.</p> <p>0-1 Little to no method information provided.</p>



PART B: INVITATION TO TENDER

To see the detail of the verges in scope, please go to

<https://escs.maps.arcgis.com/apps/webappviewer/index.html?id=5c524023058c4aa088a37b49b0d90814> enter 'Seaford' and use the 'Zoom' function.



B1 SEAFORD, SEAFORD TOWN COUNCIL AND CLIMATE EMERGENCY

B.1.1 Seaford is a popular seaside town in East Sussex. The Town is supported by local authorities Seaford Town Council ('STC'), Lewes District Council and East Sussex County Council. STC's Mission Statement is **"Working with our community to secure Seaford's best future."** The Town Council works closely with Lewes District Council, East Sussex County Council, voluntary organisations and charities, as well as the Chamber of Commerce and other Seaford businesses, to make Seaford a safe and enjoyable place to live. Seaford Town Council is responsible for: public amenities (including toilets), The Salts, The Crouch, Martello Fields, Seaford Head Golf Course, The View at Seaford Head Seafront, Seafront Kiosks & Concessions, Beach Huts, Allotments, Street Furniture, The Crypt, Martello Tower and some play areas.

B.1.2 STC's Strategic Plan (2023-2027) includes six aims. Three of these are particularly relevant to this tender:

B.1.2.1 Develop and deliver projects to help support the wellbeing of residents of the Town



B.1.2.2 Develop and maintain assets, settings and recreational facilities to: ensure safe access; benefit the community; safeguard the character of the town

B.1.2.3 Help create a sustainable Seaford, resilient to the effects of climate change

B.1.3 Seaford Town Council has joined many Authorities in declaring a Climate Emergency. One implication is that decisions taken to spend taxpayer funds must consider environmental impacts and actively search for (and implement) environmental benefits. This commitment directly informs the tender and its delivery, and STC (like many others) will pursue its eco-agenda regardless.

Seaford Town Council now invites tenders for a grass verge maintenance in Seaford, East Sussex, in accordance with the Contract documents attached.

B2 SCOPE AND PROVISIONAL SCHEDULE (WILL FORM PART OF YOUR CONTRACT)

B.2.1 STC is taking Seaford's grass verge maintenance 'in-house' (East Sussex County Council was the previous supplier)

B.2.2 Beginning on April 24th, 2024, STC will agree with its preferred Contractor a 'one plus one' (years) initial arrangement (ie two years)

B.2.3 The Contract covers grass verge maintenance of all the areas indicated in the maps at <https://escc.maps.arcgis.com/apps/webappviewer/index.html?id=5c524023058c4aa088a37b49b0d90814> (please enter 'Seaford' then zoom in to see the verges in scope, all within the Seaford boundaries)

B.2.4 We will develop, in partnership with our preferred Contractor, a schedule based on dialogue, learning and flexibility

B.2.5 Variations to cutting programmes will be discussed and – if necessary – commissioned or decommissioned

B.2.6 The Contract will

B.2.6.1 Be 'firm' from April 24th 2024 starting with a first cut in June 2024 (subject to discussion and mutual agreement)

B.2.6.2 in Year One (2024) provide 4 cuts (cut and drop)

B.2.6.3 in Year Two (2025), aim to maintain 4 cuts (or 5 or 6 if appropriate)

B.2.7 Since it is not possible accurately to predict the precise number of



mowings that might be required on any site in any one year, the Schedule of Works includes a minimum number of mowings, but the Contractor will be paid on a pro-rata basis for additional cuts, dependent upon the prevailing weather conditions throughout the growing season and at the discretion of the Council.

B3 EAST SUSSEX COUNTY COUNCIL

B.3.1 In 'handing over' this verge maintenance (from ESCC to STC) ESCC has some very specific requirements (their 'Duty of Care' at Handover)

B.3.2 These requirements are listed in detail in D7 (below)

B.3.3 Again, if you think this tendering process is just 'too much' then please contact projectsandfacilities@seafordtowncouncil.gov.uk

B4 OVERVIEW (WILL FORM PART OF YOUR CONTRACT)

B.4.1 Seaford Town Council cuts urban grass verges seasonally across the town. The services now sought include grass cutting, strimming, blowing and weed control. During this contract, in line with the Council's ecological and biodiversity considerations, some areas may be reallocated as wildflower areas and the Contractor must be prepared to adapt their schedules to accommodate.

B.4.2 Before tendering, the Contractor is advised, at their own discretion, to visit the sites to appreciate the full extent of the Contract Specification. No claims arising from failure to do so will be accepted.

B5 OUR ENVIRONMENT (WILL FORM PART OF YOUR CONTRACT)

B.5.1 It is acknowledged that our verges are an important part of the ecosystem, providing semi-natural habitats for many plant and animal species. Cut and collect approaches will be used to remove as much grass as possible to encourage wildflowers to grow, and the Contractor will also avoid, where appropriate, disturbance of wildlife

B.5.2 The Council is conscious of the need to protect and enhance the natural environment and in co-operation with local conservation or volunteer Groups may, during the term of the contract, designate areas for their involvement in redevelopment projects or routine care and maintenance. The Contractor will co-operate with the Council and the Groups to ensure the success of such schemes (for example, the Contractor and the Council will aim to agree on a number of verges to be regarded as 'semi-wild', being cut twice a year, during months to be agreed (such as April and October from 2025), with a cutting height of 1", to a width of 50cm only - where wide enough - from the edge of road, river, hedge or boundary)



- B.5.3 The Contractor will be entirely responsible for health and safety inspections on all their equipment and will adopt such working practices that will safeguard the areas from pollution such as oil spillage, complying with the provisions of Sections 60 and 61 of the Control of Pollution Act (1974)
- B.5.4 The Contractor will enclose sources of noise as far as possible, site noisy equipment away from noise sensitive areas and use specific measures to reduce noise from machinery in accordance with guidelines laid down in BS 5228
- B.5.5 The Contractor will prohibit the playing of audio equipment by persons carrying out work associated with the contract

B6 GENERAL PROVISION (WILL FORM PART OF YOUR CONTRACT)

We expect our Contractor, at all times during the period of the Contract, to

- B.6.1 nominate a single point of contact with responsibility for attending monthly meetings with STC to consider Contract management, delivery, performance and other matters that may become relevant
- B.6.2 aim to cut verges from Monday to Friday between the hours of 7.30 to 18.30 with minimum inconvenience to residents and the public
- B.6.3 effectively and securely manage their own staff payroll, absence, holiday and other key employment policies and processes
- B.6.4 take all necessary measures for the protection of work people, the public and adjoining property and advise the Council immediately of any identified risks or problems that arise during the work which might require the work to be halted for personal or public safety reasons
- B.6.5 ensure that all machines engaged in grass cutting operations are sharp and properly set to produce a true and even cut. Any damage or areas of grass not cut to the approval of the Council from such lack of maintenance will be made good by the Contractor at his own expense and to the satisfaction of the Council
- B.6.6 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
- B.6.7 provide their staff with all safety equipment, (boots, reflective vests and so on) and ensure that staff always use these when engaged in work for the Council
- B.6.8 ensure any machinery/supplies are maintained to a high standard, conforming to relevant British regulations and Standards, and that any machinery/supplies are PAT-tested regularly



- B.6.9 ensure their own staff are supported take key Health and Safety courses (such as the Safety at Work Act, COSHH regulations) and tests, working with risk assessments, method statements and other essential documents.
- B.6.10 guarantee that all persons operating grass cutting machinery are appropriately trained (the Council reserves the right to ask the Contractor to provide adequate proof that their operators are well trained, conversant with Health and Safety legislation and competent in their operating methods)
- B.6.11 ensure that all vehicles are maintained in roadworthy condition, at all times, being taxed, insured and with a current MOT certificate, as appropriate
- B.6.12 guarantee that all machinery being used for grass cutting purposes complies with the relevant legislation regarding “signing” (keep left/right arrows and so on) and “lighting” (such as rotating beacon lights) as appropriate
- B.6.13 recognise potential and actual situations that might lead to endanger a person or persons at any site. Make safe such situations (where possible and without creating additional personal risk) and immediately report such situations to the Council
- B.6.14 ensure that any individual carrying out works on the highway (including grass verges) complies with all relevant legislation including, but not limited to, the [Highways Act, 1980](#) and the [New Roads and Streetworks Act \(NRSWA\), 1991](#). They must also be trained and competent as required by the [Safety at Streetworks and Roadworks Code of Practice, 2013](#). This includes training in traffic management as well as the use of machinery. Note: STC will be required to present evidence from the Contractor to ESCC before works on the contract can begin. Please click on this link for further information on [Street Works qualifications](#)
- B.6.15 undertake risk assessments for carrying out all aspects of the work including verge cutting on the highway
- B.6.16 make their own arrangements for their staff’s welfare (none of the sites has access to toilets or running water)
- B.6.17 maintain a health and safety policy complying with all relevant statutes relating to health, safety and welfare
- B.6.18 not apply any growth regulators of any form to any area of turf without the Council sanctioning such an operation in writing, in advance. In very wet conditions all grass cutting shall cease until conditions allow operations to recommence without damaging the surface levels and contours of the ground or creating cutting machinery ‘divots’
- B.6.19 make good (at their own expense) any damage to the surface or levels of the ground, or divots created during cutting



- B.6.20 make good (at their own expense) any verges not cut to the Council's satisfaction
- B.6.21 note that the Council may at any time add or remove outside fixtures, trees/plants and fittings during the period of the Contract and no application from the Contractor to adjust the Contract price as a consequence will be considered
- B.6.22 agree that inspections will be carried out by the Council throughout the period of the Contract to ensure the work is completed in accordance with the Specification
- B.6.23 following each cutting operation to complete the identified Activity Report Form electronically, and send electronically to STC's Nominated Person at projectsandfacilities@seafordtowncouncil.gov.uk

B7 CUTTING (WILL FORM PART OF YOUR CONTRACT)

- B.7.1 We expect our Contractor to
- B.7.1.1 avoid spillage of cutting debris such as stones onto carriageways or footways
 - B.7.1.2 immediately sweep up grass clippings and arisings lying on roads, footpaths, car parks, drains or other hard surfaces, remove them from the site and dispose of them correctly (for 'cut and collect' areas as agreed). Grass clippings and arisings on all other areas may be dispersed evenly on any agreed 'cut and drop' verges
 - B.7.1.3 ensure (prior to cutting or trimming any area) that the site is free of any significantly large stones and all paper, tins, bottles and other debris on the cutting area
 - B.7.1.4 inspect each site for areas of ground sinkage/potholes and areas of potential hazard and will inform the Council immediately of any such potential hazards
 - B.7.1.5 carry out cutting as close as possible to any fixed obstructions
 - B.7.1.6 Remove moveable obstructions facilitate cutting, and replace them before leaving the site
 - B.7.1.7 cut verges back to where the land starts to fall away to road, river, hedges or other boundaries
 - B.7.1.8 cut all grass cleanly and evenly without damaging the existing surface and with sufficient overlap between passes of the cutter
 - B.7.1.9 deem soft vegetative growth (such as clover) to be part of the Contract where it falls within large areas of grass



- B.7.1.10 leave daffodils standing and trimmed around until 1st May each year
- B.7.1.11 not allow strimmers (if used) to damage any trees, shrubs (and other plants), permanent or removable fittings



PART C: STANDARD CONTRACT & CONDITIONS

EXEMPLAR CONTRACT (subject to change):

Note: STC is open to further discussion on particular contract terms)



AGREEMENT FOR SERVICE (this "**Agreement**") dated **XXXXX** and expiring on **XXXXX**

BETWEEN

SEAFORD TOWN COUNCIL of
37 Church Street, Seaford, East Sussex BN25 1HG
(the "**Customer**")

OF THE FIRST PART

- AND -

TO BE CONFIRMED
of **ADDRESS**
(the "**Verge Maintenance Contractor**")

OF THE SECOND PART

CONTRACT TO PROVIDE GRASS VERGE MAINTENANCE IN SEAFORD:

1. TERMS AND BACKGROUND

1.1 "Contractor", "Provider", "Supplier", "You" and "Your" refer to the business or company completing this tender. "STC", "the Authority", "the Council", "the Customer" and "the Client" refer to the purchasing organisation (Seaford Town Council) that is seeking to award the contract.



- 1.2 The Customer is of the opinion that the Verge Maintenance Contractor has the necessary experience and ability to provide Services to the Customer
- 1.3 The Verge Maintenance Contractor is agreeable to providing such Services to the Customer on the terms set out in this Agreement

2. IN CONSIDERATION OF

- 2.1 ... the matters described above and of the mutual benefits and obligations set forth in this Agreement the Customer and the Verge Maintenance Contractor agree as follows:

SERVICES TO BE PROVIDED

(PLEASE SEE THE WHOLE OF 'PART TWO: INVITATION TO TENDER', ABOVE)

3. TERM OF AGREEMENT

- 3.1 The Term of this Agreement will be for an initial period of 'one plus one' (ie two) years beginning on 24/04/2024 (although work will likely not commence before June 1st).
- 3.2 "In" season is defined as 1 April to 29 September; "out of season" is defined as 30th September to 31st March

4. PAYMENT

- 4.1 The Contract fee agreed by both Parties is £xxxxxxxx
- 4.2 The Contract will normally be paid in 12 instalments, monthly, in arrears
- 4.3 Payment will be made by bank transfer on receipt of a satisfactory VAT invoice
- 4.4 The Services payments will also include any other tasks to which the Parties may mutually agree
- 4.5 All invoices should include a description of the Services delivered, the net and VAT sums of the charges together with the Contractor's VAT registration number and quoting the Council's official purchase order number/s, which will be issued upon award
- 4.6 No interest charges will accumulate on invoices under dispute

5. IMPLEMENTATION

- 5.1 The Parties agree to do everything reasonably necessary to ensure that the Contract begins effective operation on the date/s agreed
- 5.2 The Parties will, on Contract award, meet directly to confirm and agree start date/s, points of contact, Contract details, deputies, contact schedules and other matters they may mutually raise for consideration



6. ASSIGNMENT

- 6.1 The Verge Maintenance Contractor will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer

7. PROVISION OF EXTRAS

- 7.1 The Customer will not provide any resources, assistance or extras for use by the Verge Maintenance Contractor in providing the Services, except by additional agreement

8. RETURN OF PROPERTY

- 8.1 Upon the expiry or termination of this Agreement, the Verge Maintenance Contractor will return to the Customer any property, documentation or other item which is the property of the Customer

9. CAPACITY / INDEPENDENT CONTRACTOR

- 9.1 In providing the Services under this Agreement it is expressly agreed that the Verge Maintenance Contractor is acting as an independent Contractor and not as an employee
- 9.2 The Verge Maintenance Contractor and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service

10. TUPE

- 10.1 Contractors can assume that this contract is not connected with the Transfer of Undertakings regulations (TUPE)

11. INSURANCE

- 11.1 The Verge Maintenance Contractor is required to hold general liability insurance including coverage for bodily injury and property damage at a level that would be considered reasonable in the industry of the Verge Maintenance Contractor based on the risk associated with characteristics of this Agreement
- 12.2 All insurance policies will remain materially unchanged for the initial duration of this Agreement (one plus one years). After two years, there may need to be changes to these, so the Contractor should be prepared to make any/all reasonable changes for the next three years, subject to Contract extension
- 12.3 Minimum covers required are £10,000,000 (public liability insurance), £10,000,000 (employer's liability insurance) and £10,000,000 (professional indemnity insurance).

12. REMEDIES FOR NON-COMPLIANCE

- 12.1 The performance of the Contractor will be monitored by the Town Council, using the Key Performance Indicators (below) as the measure of compliance. Where there is evidence of non-compliance, the Council will advise the Contractor on the details in writing or by electronic messaging service, within 7 days of the event occurring. Where the Contractor can supply an explanation satisfactory to the council, or prove that there was no reduction in standards, no further action will be taken



13. METRICS (KPIs)

13.1 The Contractor will be monitored on the following key elements of service performance

- 13.1.1 Adherence to an agreed verge-cutting programme
- 13.1.2 Adherence to an agreed verge-cutting specification
- 13.1.3 Delays in, or cancellation of Services

Ref	Key Performance Indicators	Target
KPI 1	Late in responding to a specific instruction within stated timescales	0
KPI 2	Breakdowns in service (lasting more than 48 hrs)	0
KPI 3a	Compliments on urban verges received by STC	(N/A)
KPI 3b	<i>Complaints on urban verges received by STC</i>	0
KPI 4a	Compliments on urban verges received by Contractor	(N/A)
KPI 4b	<i>Complaints on urban verges received by Contractor</i>	0

14. DISPUTE RESOLUTION

14.1 In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.

14.2 If the dispute is not resolved within a reasonable period, then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation

15. TERMINATION

15.1 Should the service provision, in the opinion of the Council, contravene any of these contract terms the Contractor will be deemed to be in breach of contract and the contract could be terminated with immediate effect. However, the Contractor will be given notice by the Council and given the opportunity to improve standards within an agreed timescale. Should the Contractor wish to terminate this contract, a minimum of three months' notice must be given

16. NOTICE

16.1 All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

Customer: Seaford Town Council
Address: 37 Church Street, Seaford, East Sussex BN25 1HG
Email: projectsandfacilities@seafordtowncouncil.gov.uk

Contractor:
Address:
Email:



IN WITNESS WHEREOF the parties have duly implemented this Service Agreement
this **XXX** day of **XXXX**

Clerk to Seaford Town Council

[Redacted] On behalf of **SEAFORD TOWN COUNCIL**

To be confirmed

[Redacted] On behalf of **TBC**



PART D: FORMS FOR COMPLETION

This Part D is the only section we ask you to complete. You should complete all the following forms (all but one of which are very short). Please answer every question to the best of your ability. If the question does not apply to you, then please write 'N/A'; if you don't know the answer to something, then write 'N/K'. Not all questions require supporting documents up front at this stage, but we may ask to see these documents at a later stage, so please ensure they can be made available upon request. You may also be asked to clarify your answers or provide more details about certain issues at any point throughout the tendering process.

Note: no alteration to the text of the Form of Tender is to be made by the Contractor who is 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.

FORM D1: UNDERTAKING AND NON-COLLUSION

- D.1.1 I/We declare that to the best of my/our knowledge the answers submitted in this tender are correct. I/We understand that the information will be used in the process to assess my/our organisation's suitability to be invited to tender for the Council's requirement and I/we am/are signing on behalf of my/our organisation. I/We understand that the Council may reject this tender if there is a failure to answer all relevant questions fully or if I/we provide false/misleading information.
- D.1.2 I/We have not and will not contact Town Council Councillors or Staff to encourage or support my/our tender outside the prescribed process. I/we understand that any such intervention will lead to immediate disqualification from the tendering process.
- D.1.3 I/We agree to complete the work in accordance with the Invitation to Tender and other parts of this tendering form.
- D.1.4 I/We understand that Seaford Town 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.
- D.1.5 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.

FORM COMPLETED BY

Name:



Date:
Signature (<i>electronic is acceptable</i>):

FORM D2: ORGANISATION AND CONTACT DETAILS

Full name of organisation wishing to tender	
Registered office address	
Company registration number	
Date of registration	
VAT registration number	
Name of immediate parent company (<i>if any</i>)	
Name of ultimate parent company (<i>if any</i>)	
	Please tick
Type of organisation	i) a public limited co.
	ii) a limited company
	iii) a limited liability partnership
	iv) other partnership
	v) sole trader
	vi) other (please specify)

FORM D3: GROUNDS FOR MANDATORY REJECTION

D.3.1 Important notice: In some circumstances the Council is required by law to exclude you from participating further in a procurement. If you cannot answer 'No' to every question it is very unlikely that your application will be accepted. Please answer 'Yes' or 'No' to each question:

	Answer
Has your organisation or any directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences? (<i>Answer "Yes" only if they have been convicted</i>)	
(a) Conspiracy	Yes / No
(b) Corruption	Yes / No
(c) Bribery	Yes / No



(d) Fraud (including not paying taxes or social security contributions)	Yes / No
(e) Money laundering within the meaning of Money Laundering Regulations 2003 or Money Laundering Regulations 2007; or	Yes / No
(f) Any other offence within the meaning of Article 45(1) of Directive 2004/18/EC as defined by the national law of any relevant State	Yes / No

FORM D4: GROUNDS FOR DISCRETIONARY REJECTION

D.4.1 **Important notice:** The Council is entitled to exclude you from consideration if any of the following apply but may decide to allow you to proceed further. Please answer 'Yes' or 'No' to each question:

Has your organisation or any other director or partner	
(a) been convicted of a criminal offence relating to the conduct of your business or profession;	Yes / No
(b) committed an act of grave misconduct in the course of your business or profession;	Yes / No
(c) failed to fulfil obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which you are established;	Yes / No
(d) failed to fulfil obligations relating to the payment of taxes under the law of any part of the United Kingdom or the relevant State in which you are established; or	Yes / No
(e) been guilty of serious misrepresentation in providing any information required of you under Regulation 23 of the Public Contracts Regulations 2006?	Yes / No

FORM D5: PRICING SCHEDULE

D.5.1 Please read these instructions carefully before completing the Pricing Schedule.

- D.5.1.1 You must make yourselves familiar with the project brief before completing the pricing schedule
- D.5.1.2 All prices and fees quoted must be fixed and firm for a period of 24 months from the Contract commencement date and **exclusive** of Value Added Tax
- D.5.1.3 You are responsible for ensuring the correctness and sufficiency of the rates and prices stated in your quotation, which will, except insofar as is specifically provided in the Contract, cover all obligations under the Contract.



- D.5.1.4 No claim for additional payment will be allowed on the grounds of misunderstanding, alleged misrepresentation or lack of knowledge or other requirement
- D.5.1.5 Your prices will be assumed to include your responsibilities with regards to statutory entitlements, sickness/holiday pay and similar
- D.5.1.6 We expect your rates of pay to attract the level of staff likely to maintain standards and meet relevant KPIs
- D.5.1.7 Please submit your best and final offer (below): the Council is unable to negotiate following the submission of bids.

Year One	£
Year Two	£

D.5.1.8 As mentioned above, since it is not possible accurately to predict the precise number of mowings that might be required on any site in any one year, we may ask you to provide additional cuts, dependent upon the prevailing weather conditions, throughout the growing season and at the discretion of the Council. Please indicate your cost criteria/how you would cost additional cuts for one or all sites:

Cost of an additional cut at one site (Years 1 and 2)	£
Cost of an additional cut at all sites (Years 1 and 2)	£
Rationale for additional cut at one site	
Rationale for additional cut at all sites	

FORM D6: TURNOVER & STAFF

D.6.1 Please summarise the annual turnover of your organisation over the last three years. If your organisation is part of a group, please supply figures for both your own organisation and for the group.

OWN ORGANISATION		TURNOVER
Year		£
Year		£
Year		£
GROUP (if applicable)		
Year		£
Year		£
Year		£



D.6.2 (A copy of your audited accounts for the most recent two years may be requested).

How many staff does your organisation employ?	
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FORM D7: INSURANCES AND ESCC DOCUMENTARY REQUIREMENTS

PLEASE CONFIRM YOUR CURRENT LEVELS OF INSURANCE FOR THE FOLLOWING (please tick):	Confirmed
Public Liability Insurance: for any one event, insured for £10m or more	
Employers Liability Insurance: for any one event, insured for £10m or more	
Professional Indemnity Insurance: for any one event, insured for £10m or more	

D.7.1 (Attach evidence of your valid insurance policies as part of your submission)

D.7.2 In ‘handing over’ this verge maintenance (from ESCC to STC) ESCC has some very specific requirements (their ‘Duty of Care’ at Handover). These requirements are listed in detail, below

- D.7.2.1 They require certain documentation from you and may request it every year as some documents should be updated each year (for example, Risk Assessments and Method Statements)
- D.7.2.2 They require that any individual carrying out works on the highway (including grass verges) complies with all relevant legislation including, but not limited to, the [Highways Act, 1980](#) and the [New Roads and Streetworks Act \(NRSWA\), 1991](#)
- D.7.2.3 They require your Staff to be trained and competent as required by the [Safety at Streetworks and Roadworks Code of Practice, 2013](#). This includes training in traffic management as well as the use of machinery
- D.7.2.4 You will be required to provide evidence/copies of
 - D.7.2.5 Staff training and qualifications in traffic management including signing and guarding
 - D.7.2.6 Staff training and qualifications in the safe use of machinery
A formal contract with your Council (this would come later)
 - D.7.2.7 Insurance certificates including a minimum of £10 million public liability insurance



D.8.2.8 A health and safety policy

D.8.2.9 Risk assessments for carrying out verge cutting on the highway
Method Statements for carrying out verge cutting on the highway

D.7.2.5 Since we (STC) will have to provide evidence to ESCC before you can commence work on the highway, **we asking for this evidence/these documents as part of your tender submission.**

FORM D8: APPROACH AND KNOWLEDGE

QUESTION	YOUR RESPONSE (or refer us to an appended document if you prefer)
Please indicate how you would deliver this contract: include what you think STC is looking for, ramp-up, contract start, timings, time required, resources, risks/mitigation and so on.	
Which areas of knowledge and experience (with specific examples where possible) do you believe make you competent to deliver the contract?	

FORM D9: EXAMPLES OF CONTRACTS YOU HAVE DELIVERED

D.9.1 Please provide details of up to three contracts from either the public or private sector (or both), that have been completed in the past **five** years.

	Contract 1	Contract 2	Contract 3
<i>Customer Organisation (name):</i>			
<i>Customer contact name, phone number and email</i>			
<i>Contract completion date</i>			
<i>Contract Value</i>			
<i>Brief description of contract</i>			



D.9.2 Important notice: If you do not wish the Council to contact any of the above-mentioned customers for reference then please indicate in the table above.

FORM D10: EQUAL OPPORTUNITIES

Does your organisation have an Equal Opportunities policy?	Yes / No
Does your organisation ensure that it remains compliant and up to date with the Equality Act 2010?	Yes / No

FORM D11: QUALITY ASSURANCE

Does the relevant section of your organisation hold a recognised quality management certificate, for example ISO 9001 or equivalent?	Yes / No
If "Yes", please enclose a copy of the certificate.	
If "No", please describe any actions you take to ensure quality is consistently monitored and maintained throughout your organisation.	
Is your organisation a member of any relevant professional / trade associations?	Yes / No <i>If "Yes", please state which:</i>

FORM D12: HEALTH AND SAFETY

Does the relevant section of your organisation hold a recognised Health and Safety management system certificate?	Yes / No
If "Yes", please enclose a copy of the certificate.	
Do you have a company Health and Safety policy?	Yes / No
If "Yes", please enclose a copy with your response.	
If "No", please briefly describe what arrangements you have made to manage Health and Safety within your organisation.	
Have you been the subject of any Improvement or Prohibition Notice or prosecution or been a defendant in any case brought under Health and Safety legislation within the last three years?	Yes / No <i>If "Yes", please provide details:</i>



FORM D13: ENVIRONMENTAL MANAGEMENT

Does your organisation hold a recognised environmental management systems certificate, for example ISO 14001 or equivalent?	Yes / No
If "Yes", please enclose a copy of the certificate.	
If "No", please describe any actions your organisation currently undertakes to demonstrate a responsible attitude towards environmental management.	

FORM D14: SEAFORD TOWN COUNCIL – SOCIAL VALUE PLEDGE INVITATION

D.14.1 Seaford Town Council is committed to improving and enhancing the town of Seaford by working together with all sectors of the community to provide benefit for all. As part of this commitment, Seaford Town Council invites all prospective suppliers to submit a Social Value Pledge alongside their procurement response. Social Value can be defined as the additional benefits and outcomes to the community from commissioning and procurement processes, over and above the delivery of goods, services and works.

D.14.2 It can include

- D.14.2.1 social benefits that positively affect the lives of individuals and/or communities
- D.14.2.2 economic benefits that support local industry or economy
- D.14.2.3 environmental benefits that result in improved sustainability or positive outcomes for our local environment

D.14.3 We encourage all suppliers to consider how you might like to contribute additional social value to this project if your procurement bid is successful, however completing a Social Value Pledge is not a compulsory part of the procurement process and we must emphasise that your submission will not carry any commercial advantage in the procurement process. No information provided in your Social Value Pledge will be made available to the Procurement Panel or used in any evaluation of your procurement response.

D.14.4 If you have any questions regarding the completion of this form, please contact projectsandfacilities@seafordtowncouncil.gov.uk

Company Name:	
Project:	
Social Value Pledge:	



CHECKLIST: PLEASE NOW CHECK THAT YOU HAVE INCLUDED, IN YOUR RESPONSE

- your completed documents covering all the (short) forms in Part D (above)
- ESCC's 'Duty of Care' Contract handover requirements (listed in Part D7)
- your insurance documents (please see D7 for details)
- any separate attachment you have created or wish to offer (but NOT brochures or general marketing material)

Thank you for your interest in working with Seaford Town Council to secure Seaford's best future.