

# WHALLEY PARISH COUNCIL



## CONTRACT FOR THE MAINTENANCE OF WHALLEY PARISH CHURCH YARD

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January 2019

## **BACKGROUND INFORMATION**

Whalley Parish Council (The Council) has a contract that is now up for tender for the forthcoming financial years 2019/20 and 2021/22 and would like to invite companies to tender for the maintenance of the Parish Church Yard on Church Lane, Whalley BB7 9SY

### **About the Parish**

Information on the Parish Council and the areas it is responsible for managing can be found at [www.whalleyparishcouncil.org.uk](http://www.whalleyparishcouncil.org.uk)

## **TENDER GUIDANCE**

### **1. Deadline for receipt of tenders**

Tenders must have been received in a sealed envelope, in writing, by the Clerk to the Council by 5.00pm on Monday 4 March 2019.

Please write 'Parish Church Tender' on the outside of the envelope.

The envelope should be delivered to;

Clerk to the Council  
Whalley Parish Council,  
18 Moor Field  
Whalley  
Clitheroe  
BB7 9SA

### **2. Business References**

In addition to your tender please include two business references obtained in the last 2 years.

### **3. Quote Basis**

Due to the nature of the work the tender should give a monthly rate for this contract.

### **4. Decision**

This tender will be a single stage process and is exempt, by reason of expected value, from the Official Journal of the European Community (OJEC is now recognised as OJEU - the Official Journal of the European Union) tendering 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. The aim of the evaluation is to select the tender which represents the best value for money for the Parish.

Contractors tendering for this contract must not canvass Members of the Council or its officers. Any effort to do so will immediately disqualify any tender submitted. We will notify all parties of the outcome of this tender process by Monday 18th March 2019.

5. **Start date**

The successful Contractor will need to be able to commence work on this contract on 1<sup>st</sup> April 2019.

6. **Freedom of Information**

Please note that all information submitted to the Council may need to be disclosed and/or published by the Parish Council. Without prejudice to the foregoing generality, the Council may disclose information in compliance with the Freedom of Information Act 2002, (the decisions of The Council and their legal advisors in the interpretation thereof shall be final and conclusive in any dispute, difference or question arising in respect of disclosure under its terms), any other law, or, as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure.

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. It should be remembered though, that, even where you have indicated that information is commercially sensitive, the Council may disclose this information where they see fit. Receipt by the Council of any material marked "confidential" or equivalent should not be taken to mean that the Council accept any duty of confidence by virtue of that marking.

## **CONTRACT SPECIFICATION**

### **1. Times of Work**

The times of work shall be flexible. The Council will expect the contractor to carry out work during normal business working hours (9am – 6pm) Monday to Friday.

Due to the nature of the business at the Church Yard the Contractor must be mindful of not intruding in any burials and be respectful of visitors to the Garden of Rest at all times.

### **2. Reporting**

The Contractor will meet with the Chair of the Church Yard committee on a quarterly basis to review the progress on the contract and to consider specific additional work to be carried out in the following quarter.

The Clerk or other member of the Church Yard committee may check progress by telephone or visit a job site, at any time.

### **3. Equipment**

The contractor shall provide a suitable insured vehicle as well as all tools & equipment in order to carry out the works listed below.

### **4. Waste Carrying/Removal Licence**

The contractor must have a licence to carry and tip rubbish.

### **5. Works Required**

The contractor shall be capable of carrying out a variety of tasks including the following:-

- a) Grass Cutting/collection/disposal
- b) Strimming
- c) Hedge trimming

Please note this contract does not include the digging of graves.

### **6. Contract Weekly/Yearly Hours**

The Contractor may wish to vary the time they spend on the contract each week depending on the season.

### **7. Job Scheduling**

The Contractor is expected to carry out the work listed above as necessary. Any work not listed in paragraph 5 (above) to be carried out at the Church Yard must be authorised by the Clerk to the Council or the Chair of the Church Yard Committee prior to the work being carried out. In this instance, 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 this will be done by telephone), this approval will be given in writing via email.

## **GENERAL CONDITIONS**

### **1. Definitions**

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

‘Contractor’ - the person, persons or Company whose quotation is accepted;

‘Council’ – Whalley Parish Council;

‘Agreement’ - the Information and Instructions for Quotations, the Specification;

‘Whalley Parish Church Yard’ –Church Lane, Whalley

### **2. Variation of Agreement**

Any variations of this agreement must be approved by the Clerk of the Council.

### **3. 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 of the Council.

All operations shall be carried out 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.

### **4. Method of Payment**

Invoices should be produced monthly by the last day of the month and clearly state the cost of the job carried out over that period. The invoice will then be presented to the meeting of Full Council on the third Thursday of the following month. Subject to the Council approving payment of the invoice, a cheque will then be posted, usually, by the third Friday of each month.

### **5. 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. The Contractor shall, at his expense, put and keep all vehicles, tools and machinery in good and serviceable repair. All relevant safety equipment (PPE) is to be provided and worn when carrying out works.

### **6. Safety**

The Contractor shall at all times take precautions as are necessary to protect the health and safety of all persons employed by the Contractor and shall comply with the Health & Safety at Work Act and all other Acts or Regulations pertaining to the health and safety of employed persons.

### **7. 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 out of, or in the course of, the performance of the services or any act, neglect or omission of any employee of the Contractor, howsoever such liability may arise. The Contractor must provide a copy of the relevant Public Liability

Insurance documents, to be given to the Clerk of the Council prior to the commencement of any works.

**8. Insurance**

The Contractor shall fully insure and indemnify himself against any liability:-

- a) to the Council and to any employee of the Council,
- b) to the employees of the Contractor,
- c) to any other person, for any damage, loss or injury specified in paragraph 7 (above), in the sum of at least £5m for each claim.

**9. Termination of Agreement**

This contract is for an initial period of twelve months from the agreed start date. The Council, subject to a satisfactory level of performance may offer an extension to this contract of a further 24 months.

This agreement may be terminated by either the Council or the Contractor having given one month's written notice.

The Agreement may be terminated immediately if the Contractor has failed to respond satisfactorily, within 28 days, to a written notice of default issued by the Clerk of the Council.

# **TENDER FORM**

**Please submit this form, completed, along with your tender documentation.**

## **IDENTITY OF ORGANISATION**

Name of the Company in whose name business is to be transacted:

Named Contact

Registered Address

Tel No.

Email

website

Primary address from which the services covered by the tender will be provided, if different from above:

Tel No.

Email

If your organisation is part of a larger group, or is operated on a franchise basis, please provide details

## **LEGAL INFORMATION**

What is the legal status of your organisation (e.g. sole trader, limited liability partnership, public limited company, private limited company, charity, mutual etc)?

Date of organisation's formation

VAT registration number

Are there any court actions and/or industrial tribunal hearings outstanding against your organisation?

YES / NO (please circle one)

If yes, please give details on the back of this sheet.

SIGNED ON BEHALF OF PARISH COUNCIL

**Whalley Parish Council**

Name .....

Position .....

Address .....  
.....  
.....  
.....

Date .....

SIGNED BY THE CONTRACTOR

Name .....

Address .....  
.....  
.....  
.....

Date.....



**INDEMNITY**

**TO: WHALLEY PARISH COUNCIL**

In consideration of Whalley Parish Council entering into a Partnership for the Services of the Church Yard Maintenance Contract.

Now I

of

**Agree with you as follows: -**

1. I shall indemnify you and keep you indemnified against all demands, claims, liabilities, losses, cost and expenses whatsoever (including all legal and other costs, charges and expenses that you may incur in connection with or as a result of any service performed by me under the terms of the Contract for Services save to the extent that the same is due to the negligence wilful default or fraud of the Parish Council or any of its Officers.

**Signed:.....**

**Dated:.....**

## APPENDIX 1

### Injury, damage and insurance

#### *Injury to or death of persons*

£2,000,000

1. The Contractor shall be liable for and shall indemnify the Employer against any expense, liability, loss, claim or proceedings whatsoever arising under any statute or at common law in respect of personal injury to or death of any person whomsoever arising out of or in the course of or caused by the carrying out of the Works, except to the extent that the same is due to any act or neglect of the Employer or of any person for whom the Employer is responsible. Without prejudice to his liability to indemnify the Employer the Contractor shall take out and maintain and shall cause any sub-contractor to take out and maintain insurance which, in respect of liability to employees or apprentices, shall comply with the Employer's Liability (Compulsory Insurance) Act 1969 and any statutory orders made thereunder or any amendment or re-enactment thereof and, in respect of any other liability for personal injury or death, shall be such as is necessary to cover the liability of the Contractor or, as the case may be, of such sub-contractor.

\* Delete if not applicable

#### *Insurance of the Works*

3. "The Works and all unfixed materials and goods intended for, delivered to, placed on or adjacent to the Works and intended therefor (except temporary buildings, machinery, tools and equipment owned or hired by the Contractor or any sub-contractor) shall be at the sole risk of the Contractor as regards loss or damage by fire, lightening, explosion, storm, tempest, flood, bursting or overflowing water tanks, apparatus or pipes, earthquake, aircraft and other aerial devices or articles dropped therefrom, riot and civil commotion, and the Contractor shall maintain adequate insurance against that risk.

If any loss or damage as referred to herein occurs then the Contract Administrator shall issue instructions as soon as may be practicable.

*Insurances under 1 and 2 shall provide an indemnity of not less than 2 million/2 million in respect of any one incident with unlimited indemnity.*

#### *Injury or damage to property*

2. The Contractor shall be liable for, and shall indemnify the Employer against, any expense, liability, loss, claim or proceedings in respect of any injury or damage whatsoever to any property real or personal (other than injury or damage to the Works) insofar as such injury or damage arises out of or in the course of or by reason of the carrying out of the Works and to the extent that the same is due to any negligence, breach of statutory duty, omission or default of the Contractor, his servants or agents, or of any person employed or engaged by the Contractor upon or in connection with the Works or any part thereof, his servants or agents. Without prejudice to his obligation to indemnify the Employer the Contractor shall take out and maintain and shall cause any sub-contractor to take out and maintain insurance in respect of the liability referred to above in respect of injury or damage to any property real or personal other than the Works which shall be for an amount not less than the sum stated below for any one occurrence or series of occurrences arising out of one event:

*The policies of insurance shall be endorsed to extend the indemnities to the Employer, as Principal and the period of cover must be the Contract Period plus the Maintenance Pe*

Insurance cover referred to above to be not less than:

