



## **Introduction and Evaluation – Garden Maintenance Service 2018/2020**

Valid from: 3<sup>rd</sup> January 2018  
Valid to: 31<sup>st</sup> March 2020

### **Introduction**

Empowering People Inspiring Communities is a Registered Provider of housing based in Bentilee, Stoke-on-Trent. We are a Registered Charity and Company Limited by Guarantee and own approximately 1,100 homes.

### **The Location of the Programme**

The works are to 238 separate blocks of flats located within the locality known as Bentilee in Stoke on Trent with a ST2 0 postcode. The remaining properties are houses located throughout Stoke on Trent and Newcastle under Lyme and are not included in this contract.

### **Scope of the Contract**

The scope of this contract involves completing a garden maintenance service to the communal garden areas of EPIC properties between March and October each year. The works are to include weed killing, grass and hedge cutting.

### **Evaluation**

The tenderer is required to return the following completed documents;

1. Form of Tender
2. Quality Assessment Questionnaire
3. Schedule of Works

The award criteria are based on achieving the minimum Quality threshold and then solely on Price which is assessed from the Schedule of Works.

Quality is assessed from the completed Quality Assessment Questionnaire. The assessment will include an interview to satisfy EPIC that the tenderer can achieve the required level of service. EPIC will exclude any tenderer where we have reasonable grounds to believe that it is not capable of fulfilling the requirements of the contract.

### **Contract**

The form of the contracts will be a standard JCT works contract.

The contract will initially be let for a period of 2 years, which may be extended by EPIC for a further year.

## Programme

The following key activities and milestones are noted with anticipated durations and dates;

Activity	Date
Issue of tender	12 <sup>th</sup> January 2018
Tender return date	31 <sup>st</sup> January 2018
Tender evaluation	7 <sup>th</sup> February 2018
Complete contract discussions and sign contracts	14 <sup>th</sup> February 2018
Commencement	5 <sup>th</sup> March 2018

## Tender Submissions

EPIC will endeavour to deal with queries that the tenderer may have during the tender period. The tenderer should be aware that EPIC will circulate to all tenderers the content of any queries raised and the answers given if it is felt clarification would be of benefit to all tenderers.

If any tenderer requires any further information or wishes to raise any query, they should contact **Hadrian Noble** at EPIC, on Tel: (01782) 222361, or email: [h.noble@epichousing.co.uk](mailto:h.noble@epichousing.co.uk) (preferred contact method) at any time up to Wednesday 31<sup>st</sup> January 2018.

All information supplied by EPIC in connection with this tender process shall be treated as confidential by tenderers except where such information is disclosed for the purposes of obtaining commitments from proposed specialist sub-consultants or sub-contractors or suppliers and other information required to be submitted with the Form of Tender.

Except as detailed above, all information provided by or on behalf of EPIC must be treated as private and confidential and tenderers shall not, without the prior written consent of EPIC, at any time, make use of such information for its own purposes or disclose such information to any person (except as may be required by law or where such information is disclosed with the prior written agreement of EPIC.)

No unauthorised alteration or addition (save for the inclusion of the relevant information) should be made to the Form of Tender or any other part of the documents. Tenders must not be qualified in any way, and must be submitted strictly in accordance with the instructions provided. Tenders must not be accompanied by any covering letter or any statement that could be construed as rendering a tender equivocal and/or placing it on a different footing from other tenders.

To be considered, tenders must use the Tender Return Envelope provided and be:-

- Received by registered post, recorded delivery or delivered by hand to 131-141 Ubbertley Road, Bentilee, Stoke on Trent, ST2 0EF by no later than noon on Wednesday 31<sup>st</sup> January 2018. Tenders may be delivered by hand only during normal working hours Monday 9.00am to 3.00pm, Tuesday to Thursday 9.00am to 1.00pm and Friday 9.00am to 2.00pm and must be taken to the address set out above, where a signed receipt can be obtained.
- Any tenders, or other supporting documents received after this date and time may not be considered for acceptance by EPIC.
- The tenders and all supporting documents shall be completed in black ink or type.

- The tenders must be signed;
  - Where the tenderer is a partnership, by all the partners or by at least two (2) partners signing under a power of attorney on behalf of the other partners, a copy of which is to be provided with the Tender;
  - Where the tenderer is a company, by two (2) directors, or by a director and the company secretary, such persons being duly authorised for that purpose.
  - Tenderers shall produce forthwith upon request by EPIC documentary evidence of any authorisation referred to in the Instructions above.
- Sealed in a single plain sealed package using the labels provided by EPIC attached prominently to the outside of the package. The package, envelope, or any franking thereon, must not bear the marks, sign or reference which might indicate the identity of the tenderer.

EPIC shall not be bound to accept any tender and reserves the right at its absolute discretion to accept or not accept any tender submitted.

Tenderers should note that notwithstanding the order of importance in the list above, tenders failing to meet minimum compliance requirements will be rejected on those grounds. EPIC will not recompense the tendering contractors for their cost of tendering.

# Garden Maintenance Service 2018/20 - Quality Assessment



**Valid From: 31/12/17**

**Valid To: 31/03/18**

**Version: 1.0**

## **Notes for Contractors and Suppliers**

The purpose of this questionnaire is to assist **Empowering People Inspiring Communities Ltd** in the award of the contract to complete the Garden Maintenance Service. You must answer all questions relevant to your organisation in full and provide any documentation that is requested in order for your application to be considered. Where a question is not relevant to your organisation please mark this clearly as 'Not Applicable.'

You must return your completed Quality Assessment to Hadrian Noble, **Asset Manager by midday on 31/01/2018**. Should you have any queries on the form or the information required then **please contact:**

**Name: Hadrian Noble**

**Tel: 01782 222361**

**Email: [H.Noble@epichousing.co.uk](mailto:H.Noble@epichousing.co.uk)**

## **Section 1: Your Organisation**

**1.1— Company Name:.....**

**Registered Address:.....**

.....

.....

**Company Number:.....**

**Telephone Number:.....Fax Number:.....**

**Email Address:.....**

**Web Address:.....**

**1.2—If a member of a group of companies please provide the name and address of the Parent Company.**

**1.3—Is your organisation:**

a) a public limited company?

b) a limited company?

c) a partnership?

d) a sole trader?

e) Other (please detail).....

Please tick one.

**Section 2: Finance and Insurance Information**

**2.1—What is your Annual Turnover for the last 3 years?**

**2.2—Have any of your last 3 years audited accounts been qualified? Please provide copies of your Audited Accounts for the last 3 years.**

**2.3—Do you hold any of the following insurance policies? If yes, please provide copies.**

**Employers Liability:**

**Public Liability:**

**Professional Indemnity:**

**Other (please detail):.....**

**2.4—Please give details of any outstanding claims or litigation against your organisation.**

**Section 3: Details of your Services and Employees involved in Delivering them**

**3.1—What are the main Business Activities of your organisation?**

**3.2— What is your present total capacity per annum, that is, details of the volume of works completed currently?**

**3.3—Please provide a summary of any similar contracts recently completed or currently being undertaken, giving periods covered and employees involved.**

**3.4—How many staff does your organisation employ? Of these how many are employed in Middle Management positions and above?**

**3.5—How do you assess the suitability of employees employed?**

**3.6—How do you ensure that your staff are skilled and well informed?**

**Section 4: Health and Safety**

**4.1—Please provide us with details of the steps you take to ensure the health and safety of your staff and visitors. If you have a policy please provide a copy and detail when it was last reviewed.**

**4.2—Has your organisation had any Health and Safety Executive (HSE) reportable accidents in the last 12 months? if so please provide details.**

<b><u>Section 5: Equality and Diversity</u></b>	
<b>5.1—Does your organisation have an Equality and Diversity (or Equal Opportunities) Policy? If so please provide a copy.</b>	Yes / No
<b>5.2—Do you observe as far as possible the Equality and Human Rights Commission - Statutory Code of Practice: Employment, which gives practical guidance to employers and others on the elimination of discrimination and the promotion of equal opportunity in employment?</b>	Yes / No
<b>5.3—Has there ever been a complaint of discrimination (either racial, sexual or relating to age or a disability) against the company? If so please provide details:.....</b> ..... ..... ..... ..... ..... ..... ..... .....	Yes / No
<b><u>Section 6: Environmental Management</u></b>	
<b>6.1—Does your organisation have an environmental policy? If so what does it cover?</b>	



<b><u>Section 7: Professional and Business Standing</u></b>	
<p><b>7.1—Has your organisation or are any of the directors, partners or proprietors:</b></p> <ul style="list-style-type: none"> <li>• <b>In a state of bankruptcy, insolvency, compulsory winding up, receivership, composition with creditors or subject to relevant proceedings?</b></li> <li>• <b>Been convicted of a criminal offence related to business or professional conduct?</b></li> <li>• <b>Committed an act of grave misconduct in the course of business.</b></li> <li>• <b>Not fulfilled obligations related to payment of social security contributions.</b></li> <li>• <b>Not fulfilled obligations related to payment of taxes.</b></li> <li>• <b>Is guilty of serious misrepresentation in supplying information.</b></li> </ul> <p><b>If you have answered yes to any of the above please provide details below:</b></p>	<p>Yes / No</p> <p>Yes / No</p> <p>Yes / No</p> <p>Yes / No</p> <p>Yes / No</p> <p>Yes / No</p>
<p><b>7.2 – In relation to the Bribery Act 2010:</b></p> <ul style="list-style-type: none"> <li>• <b>Confirm compliance with the Act, with breaches permitting immediate contract termination, the right to withhold payment and the ability to recover any consequential fines and/or costs.</b></li> <li>• <b>A continuing commitment to maintain adequate procedures and to report to you any incident or suspicions of bribery.</b></li> <li>• <b>Prohibition on assignment to subcontract without permission.</b></li> </ul> <p style="text-align: center;">I confirm      /      I do not confirm</p>	

**Section 8: References, Quality Assurance and Innovation**

**8.1—Please provide 3 references including names, address details and telephone numbers.**

**Reference 1:**

**Reference 2:**

**Reference 3:**

**8.2—Are you or any of the Senior Management Team or Directors of your organisation relatives of any Board Member or Employee of EPIC (full lists of employees and board members are available on request)?**

**8.3—Have you had any contracts terminated for poor performance in the last 3 years or any contracts where damages have been claimed by the contracting body? If so please provide details.**

**8.4—Do you permit us to take up a bankers reference? If so please enclose a completed authorisation letter.**

**8.5—Does your company measure customer satisfaction? If so please provide details of how and any results that you have for the last 12 months.**

**8.6—Is your organisation registered with any regulatory or accredited bodies? If so please provide details.**

**8.7—What actions has your organisation taken to help EPIC Housing Ltd demonstrate compliance with the Social Value Act 2012?**

**I declare that to the best of my knowledge the answers submitted in this Quality Assessment and any supporting information are correct. I understand that the information will be used to assess my organisation's suitability for the appointment of a contractor to complete the Garden Maintenance Service for Empowering People Inspiring Communities' requirements and that any incorrect information will result in my organisation being removed from the supplier list.**

**Name:.....Job Title:.....**

**Signed.....Date:.....**



**Version – 1.0**

**Valid From – 28<sup>th</sup> November 2017**

**Valid to – 31<sup>st</sup> March 2020**

Tenderers should analyse the following Specification of Works, and approximate measures and quantities and provide individual rate prices for each item against the grass cutting and garden maintenance schedule of rates and return this in accordance with the guidance provided.

GRASSED AREAS

***Period 1<sup>st</sup> March to 31<sup>st</sup> October each year***

- (a) Visit the site at a minimum of twice monthly, all litter and debris is to be removed before cutting commences. Cut all grassed areas using rotary or cylinder type mowers, grass boxes to be used, to ensure the grass is kept below 80mm in length.
- (b) Trim / strim grass edges and around obstacles on all occasions to maintain gardens in a neat and tidy condition.
- (c) After every visit ensure that all pathways and hard surfaces are swept clear of grass cuttings etc.
- (d) Remove all cuttings, leaves and litter from site.
- (e) Carry out the application of hormone selective weed killer on a regular basis to control broad leaf weeds, subject to weather conditions and as agreed with the Contract Administrator.

SHRUBBED AREAS:

***Period 1<sup>st</sup> March to 31<sup>st</sup> October each year***

- (a) During the growing season carry out any necessary applications of contract/residual herbicide to control weed growth. Cultivate borders prior to application to alleviate compaction.
- (b) Where weeds appear, remove by spot treatment of herbicide and/or hand hoeing.
- (c) Prune back any excessive growth to ensure that pathways and windows do not become obstructed.
- (d) Remove all rubbish as required.

HEDGEROWS & FENCE LINES

- (a) Maintain the base of hedgerows and fences in a weed free state with applications of the appropriate herbicide.
- (b) Cut/trim all hedgerows on a minimum of two occasions per annum.
- (c) Ensure at all times that pathways and hard surfaces are clear of hedges, weeds etc.

PATHWAYS AND HARD SURFACES

- (a) Maintain a weed free state with sufficient applications of contract residual herbicide per annum.
- (b) All hard standings, pathways, road, car parks and drying areas should be swept at each visit, removing all debris, litter, leaves and weeds from site.

## **SPECIFICATION AND SCHEDULE OF WORKS – GARDEN MAINTENANCE**

### GENERAL SITE APPEARANCE

- (a) Litter – ensure all litter is cleared from the site after every visit.
- (b) Where larger items of rubbish have been abandoned, e.g. bed mattresses etc, these items should be brought to the attention of the Contract Administrator.

### GENERALLY

- (a) In areas where grass is to be cut, the Contractor must include in their rates for cutting around all trees and obstacles in grass swards, and remove litter and debris before cutting commences.
- (b) Cutting around trees, obstacles and along the edges of paths, planted areas or fence lines may be carried out using a strimmer, with all cutting being raked off and removed.
- (c) Hard landscaped areas adjoining grassed areas shall be swept clear of all cuttings and rubbish or debris found on the grass shall be removed prior to and after cutting.
- (d) Care shall be taken to avoid damage to the grass or adjacent trees and shrubs. Any damage caused shall be made good at the Contractor's expense.
- (e) Grass shall be cut using appropriate machinery correctly adjusted, and fitted with sharp cutter blades set to cut the sward cleanly and evenly, so that the cuttings are evenly dispersed.
- (f) All operations relating to grass cutting within one area shall be completed within the same day.
- (g) Hand held mechanical cutters may be used where rough grass or meadow areas are inaccessible to vehicles or wheeled mowers; or are too steep, too small, too uneven or obstructed to be cut using other machines.
- (h) The Contractor will note that some dwellings where works are not being carried out may have well maintained gardens. Extra care is needed to avoid disturbance and it will be necessary to employ hand labour methods in preference to mechanical equipment.

### THE GRASS CUTTING SCHEDULE

- (a) If inclement weather prevents the grass been cut then the Contractor shall notify the Contract Administrator of the variation to the programme. The Contractor will be required to catch up, at their expense, any work not able to be completed in order to keep to the programme, within seven days. Should the Contract Administrator conclude that the programme is unable to be caught up within seven days then an instruction to vary the work in accordance with this Clause may be issued.
- (b) If the Contract Administrator is of the opinion that an area is to be re-cut due to poor workmanship then Contractor will carry out the re-cut within 48 hours of being notified.
- (c) In order to ensure the maximisation of resources, should weather conditions dictate that grass cutting works cannot continue then resources may be able to be transferred to alternative works as directed by the Contract Administrator (CA) and paid in accordance with the Schedule of Works.

### CLEANLINESS

- (a) Remove all soil, leaves, mulch, grass cuttings, etc., from all adjacent hard surfaces and leave all the works in a clean and tidy condition at each maintenance visit.

## **SPECIFICATION AND SCHEDULE OF WORKS – GARDEN MAINTENANCE**

### STATUTORY REQUIREMENTS

- (a) The Contractor must be aware and include in the working practices the provisions of:
- Health and Safety at Work at work act 1974
  - The Environmental Protection Act 1990
  - The Environmental Protection (Duty of Care) Regulations 1991
  - Control of Pollution Act (1989)
  - Controller Waste Regulations 2012

### CHEMICALS GENERALLY

- (a) All pesticides to be used must have been approved for the use in the Food and Environmental Protection Act.
- (b) Recognised Certificates of Competence are required by contractors using herbicides and pesticides approved for use in horticulture. The Contractor will be required to provide evidence to the Client as to which members of his staff are certified competent to apply pesticides.
- (c) Records should be kept and made available at all time for inspection by the Contractor Administrator or his appointed representative.

### NOTICE TO PUBLIC

- (a) It is the Contractors' responsibility to ensure that the owners or users of the properties which adjoin areas to be sprayed are informed of spraying operations.

### HERBICIDES

- (a) All herbicides are to be applied in strict accordance with the manufacturer's instructions as stated on the product label. Contractors' employees must take notice and adhere to the precautions stated on the product label. The Contractor shall provide and make available for inspection, when requested, containers for measuring quantities of herbicides.
- (b) Spray equipment shall be fitted with a pressure regulating device and an approved spray nozzle. Pressure settings and types of nozzle must be correct for the herbicide in use, as stated in the product label. Guards shall be fitted to spray equipment where appropriate to prevent drift onto other plants.
- (c) The herbicide for the initial clearance of weeds from the top soiled areas shall be approved by EPIC and appropriate to the site and climatic conditions prevailing at the required time and must be applied in accordance with the manufacturer's instructions.

### TENANT OCCUPATION

- (a) Dwellings will generally be occupied for the duration of the Works and the Contractor will be required to carry out the work in such a manner as to cause minimum disturbance to the tenants use of the properties and to minimise disturbance to adjacent owners. The Contractor shall allow for providing safe temporary access; removal of vehicles by issuing requests to owners (including requests in writing); and clean temporary pathways for pedestrian use including ramps for wheelchairs, pushchairs etc.

### COMPLIANCE WITH EUROPEAN LAW

- (a) Any requirement that any material or article shall comply with any specified standard whether a British Standard, other named standard or otherwise, shall be satisfied by compliance with any relevant national or government standard of any member state of the European Communities, or any relevant international standard recognised in such a member state, provided that in either case the standard in question offers guarantees of safety, suitability and fitness for purpose equivalent to those offered by the standard which is specified herein.
- (b) Any requirement to use a material or an article which defined by reference to a named supplier or manufacturer or a specified Quality Assurance Scheme or Agreement

## **SPECIFICATION AND SCHEDULE OF WORKS – GARDEN MAINTENANCE**

Certificate or which is registered with or has otherwise received the approval of the Overseeing Department shall be satisfied using material or an article which has received equivalent approval in another member State of the European Community provided that the material or article in question is safe, suitable and fit for the relevant purpose as material or an article complying with the requirement set out herein.

### **MATERIALS GENERALLY**

- (a) Where, and to the extent that, materials are not fully specified they are to be, in order of priority, suitable for the purposes of the Works stated in or reasonably to be inferred from the Contract, in accordance with good building practice, and complying strictly with the current British Codes of Practice and BS 8000 "Workmanship on Building Sites" or equivalent European Standards.
- (b) All British Standard Codes of Practice refer to the current metric version of such codes except where (1) Metric codes have not yet been introduced or (2) Specific reference is made to the imperial version of such codes.
- (c) Proprietary materials are to be used and proprietary processes are to be carried out strictly in accordance with the manufacturer's recommendations.
- (d) In addition to the constant management and supervision of the Works provided by the Contractor's person in charge, all significant types of work must be under the close control of competent trade supervisors to ensure maintenance of satisfactory quality and progress.

### **CONTROL OF SUBSTANCES HAZARDOUS TO HEALTH REGULATIONS**

- (a) The Contractors attention is draw in to the Control of Substances Hazardous to Health Regulation 2002, and the need for persons in locations where building work is being carried out, to have their exposure to substances hazardous to health either prevented or controlled.
- (b) The Contractor must conform to the regulations 12 "Information, instruction and training for persons who may be exposed to substances hazardous to health", which can be summarised as follows:
  - Every employee must be informed of any risk to health;
  - Every employee must be instructed as to correct practice;
  - Every employee must be adequately trained;
  - Records should be kept of information, instruction and training.
- (c) Chemicals shall only be used on site with the written consent of the Contract Administrator for the use of any chemical on the site.

### **WASTE CARRIERS LICENSE**

- (a) The contractor must be in possession of the relevant Waste Carriers License for the disposal of garden waste, rubbish, used chemical containers etc.
- (b) The license should be made available at all times, for inspection by the Contract Administrator or his appointed representative.
- (c) If the contractor is exempt from this then a reason for the exemption must be given to the Contract Administrator prior to any waste being removed from the site.

### ***Non-Access***

In the event that the contractor attempts to carry out the works to a garden but is prevented from doing so due to an inability to gain access then a calling card must be left stating:

- The name and contact number of the Contractor.
- The time and date that access was unavailable.
- The time/date at which another visit will be attempted.



## SPECIFICATION AND SCHEDULE OF WORKS – GARDEN MAINTENANCE

*Note: In the event that a subsequent visit is made to the address another card must left and the tenants should be advised thereon to contact the Contractor to arrange another appointment.*

Failure to gain access after two failed attempts should be reported to the Contract Administrator.

### ***Damage to tenants property***

If the Contractor damages any the tenants property, vehicles, garden furniture, plant pots, plants, etc. whilst carrying the Works then a card must be left informing the tenant and stating precisely what actions the Contractor will take to compensate the tenant. Serious incidents should be reported to EPIC immediately.

***Note: The above procedures may be altered to suit the working practices preferred by the Contractor although the basic principles must be adopted.***

### GENERAL

- (a) The Contractor shall provide all operatives with work wear that identifies them as working for the Contractor and carry identification cards issued by the Contractor.
- (b) Working hours are to be agreed between the Contractor and the Contract Administrator prior to works starting on site.
- (c) The measurements specified in the Schedule of Works are an approximate quantity to within 5%.
- (d) On completion of the work by the Contractor and a satisfactory inspection by the Contract Administrator, the Contractor shall claim for payment for the work completed, in accordance with the price quoted in the Schedule of Works.

SPECIFICATION AND SCHEDULE OF WORKS – GARDEN MAINTENANCE

**Schedule of Works**

Description	Approx Quantity Per Visit - all properties	Unit	Rate per Unit	Min. No. of Visits	Total Cost per Annum £
<b>Grassed Area:</b>					
Cut all grassed areas (to be kept below 80mm max at all times) using rotary or cylinder type mowers. Remove all grass cuttings and litter from site and ensure all pathways and hard surfaces are swept clear of grass cuttings	100,000	M2		16	
Trim / Strim all grass borders / edges to maintain neat and tidy condition. Ensure all grass cuttings are removed	6,000	M		16	
<b>Weed Killing:</b>					
Weed kill all soil mowing strips including below fence lines as required	3,000	M		4	
Weed kill all concrete paved mowing strips as required	3,000	M		4	
Weed kill all concrete paved patio areas as required	1,500	M2		4	
Weed kill all concrete paved pathways as required	5,000	M2		4	
<b>Shrubbed Areas:</b>					
Remove weeds by hand hoeing	1,000	M2		2	
Total per Annum					

Note – All rates are to exclude VAT.



**EMPOWERING PEOPLE INSPIRING COMMUNITIES LTD**

**Contract for the Garden Maintenance Contract 2018/20**

**January 2018**

**FORM OF TENDER**

To: Empowering People Inspiring Communities Ltd.,  
131 To 141, Ubberley Road,  
Bentilee,  
Stoke on Trent,  
ST2 0EF.

Sirs,

I / We having examined the Invitation To Tender, Schedule Of Works and Specification relating to the Contract for the Garden Maintenance Contract 2018/20, hereby undertake to complete and carry out the works comprised in, reasonably to be inferred from the said documents, and / or ordered from time to time by the Employer, to the entire satisfaction of your Contract Administrator;

All as per the attached Schedule of Works provided by the Employer and priced by ourselves.

I / We agree that this tender will remain open for acceptance for a period of 13 (thirteen) weeks from the date of tender.

I / We understand that you do not bind yourselves to accept the lowest or any tender.

Dated this:..... Day of:..... 2018.

Signature:..... Name:.....

Capacity in which signed:.....

Full name of firm or company:.....

Address (for correspondence):.....

.....

.....

**Tender For Scheme: "Contract For Garden Maintenance Contract 2018/20"**

**Private and Confidential  
Empowering People Inspiring Communities Ltd.,  
131 To 141, Ubbberley Road,  
Bentilee,  
Stoke on Trent,  
ST2 0EF.**

**To be returned no later than 12 noon on Wednesday 31<sup>st</sup> January 2018.**