

# Abertillery and Llanhilleth Community Council Invitation to Tender Document



## **Definitions**

In this Invitation to Tender the following words and expressions shall have the following meaning:

Words / Expressions	Meaning
“Commencement Date”	The date when the Contract Commences
“the council”	Abertillery & Llanhilleth Community Council
“Form of Tender”	The Form submitted by the Tenderer to the Council as part of the Tender.
“ITT”	Invitation to Tender
“Return Address”	Email; clerk@abertilleryandllanhilleth-wcc.gov.uk Abertillery and Llanhilleth Community Council, Council Offices Mitre Street, Abertillery, Blaenau Gwent. NP13 1AE
“Tender”	The completed and signed Form of Tender, together with all completed schedules and information submitted by a Tenderer.
“Tender Documents”	All documents contained in this ITT.
“Tenderer”	The applicant who has been invited by the Council to submit a Tender.
“Contact Officer”	Clerk to the Council Mr Steve Edwards
“BGCBC”	Blaenau Gwent County Borough Council

## **Introduction**

The War Memorials (Local Authorities' Powers) Act, 1923 states that 'a local authority may incur reasonable expenditure in the maintenance, repair and protection of any war memorial within their district, which may be vested in them.'

The Abertillery War Memorial is cared for by Abertillery and Llanhilleth Community Council and is a **grade II listed site**.

Abertillery Civic War Memorial is a grade II listed structure situated at the junction of Queen Street with Somerset Street in Abertillery.

It comprises a bronze statue of a standing soldier, rifle with fixed bayonet in his right hand, holding his steel helmet aloft in his left hand. Mounted on a square granite plinth adorned with a bronze wreath of laurels, the names of the fallen etched on bronze plates beneath, and mounted on a 2-tiered base.

## **INSTRUCTIONS FOR TENDERING**

### **Invitation to Tender**

1. Abertillery & Llanhilleth Community Council invites tenders for the grounds maintenance of the Abertillery War Memorial site.
2. Tenders may be submitted for the whole of the Goods and service.
3. Prospective tenderers shall ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their tenders are accepted, including the Council's Standing Orders, a copy of which may be seen by arrangement.
4. Should any prospective tenderer be in doubt as to the interpretation of any part of the contract documents, the Clerk or nominated officer shall endeavour to answer written enquiries prior to tenders being submitted.
5. The contract is a fixed price contract. The prices quoted shall remain valid for acceptance for a minimum of 3 months from the tender return date.

## Preparation of Tender

6. It is the responsibility of the prospective tenderers to obtain for themselves at their own expense any additional information necessary for the preparation of their tenders. The contact officer is available to give further information if required.
7. The tender document must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the tender document other than on an “in confidence” basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the tender.
8. The attached documents are and shall remain the property of the Council and shall be returned with the tender and, if no tenders are submitted, on demand.
9. Tenderers will be required to demonstrate their ability to provide the Goods.
10. The tender shall be submitted on the Form of Tender incorporated herein. The Form shall be signed by the tenderer and submitted in the manner and by the date and time stated below together with the following documents unless already provided:
  - a. A statement of the names and home addresses of the partners if the tenderer is a partnership, or a statement of the names and home addresses of the directors and secretary if the tenderer is a company.
  - b. A description of the tenderers corporate and management structure and methods by which they will provide the Goods.
  - c. A statement setting out the tenderer’s status as a subsidiary company or otherwise within the meaning of Section 736 of the Companies Act 1985 and if appropriate, the name and registered address of the ultimate holding company.
11. All documents requiring a signature shall be signed:
  - a. Where the tenderer is an individual, by that individual.
  - b. Where the tenderer is a partnership by two duly authorised partners.
  - c. Where the tenderer is a company by two directors or by a director and the secretary of the company, such persons being duly authorised for that purpose.

12. It is the contractor's responsibility to obtain plans to identify, locate and comply with all statutory and other provisions to be observed and performed in connection with the Services and shall indemnify the "Council" against any claims made as a result of any failure in compliance.
13. Tenderers shall be deemed to have full knowledge of the areas and areas conditions and to have satisfied themselves before tendering as to the correctness of Contract rates. Tenderers are expected to inspect the suggested locations before tendering. Location visits are strongly advised and can be accompanied by a member of the council if so required.
14. The Council is not bound to accept the lowest or any tender.
15. The successful tender together with the Council's written acceptance shall form a binding agreement in the terms of the Contract Documents and where there is any discrepancy or difference between the tender and the (other) Contract Documents the latter shall prevail.
16. ALTERATIONS AND QUALIFICATIONS to the tender documents must not be made without the written consent of the Contact Officer. Tenders containing such alterations or qualifications may be rejected.
17. The tender and all accompanying documents shall be marked 'War Memorial Grounds Maintenance Tender' and be delivered to:

### **Return Address**

Tenderers must send their submission either by email or by post

FAO Steve Edwards

Subject: War Memorial Grounds Maintenance Tender

Email: [clerk@abertilleryandllanhilleth-wcc.gov.uk](mailto:clerk@abertilleryandllanhilleth-wcc.gov.uk)

### Address

Abertillery and Llanhilleth Community Council,  
Council Offices  
Mitre Street,  
Abertillery,  
Blaenau Gwent  
Gwent.  
NP13 1AE

Closing date for submissions is Friday 29<sup>th</sup> November 2024. Tenders received after this time will not be considered.

## Prior Knowledge of Tenderers

Tenderers must assume that Council assessors will have no prior knowledge of the organisation and must provide all information they wish to be considered as part of the tender evaluation.

## Procurement timetable / notification

The Council intends to select one successful Tenderer as per the timetable below and reserves the right to select the successful Tenderer on this date, at a later date, or not at all. The Council proposes the following timetable for the award of the Contract:

Activity	Date	Time / Notes
ITT issued	22 <sup>nd</sup> October 2024	
Closing Date for Tenders	29 <sup>th</sup> November 2024	To be submitted no later than 12 Noon. Any tenders arriving after this time will NOT be considered
Evaluations and Tender Clarifications	December 2024	
Approval by Project Team	January 2025	
Sign off by the RFO	February 2025	
Contract Award	April 2025	

The Council reserves the right to change this timetable and all Tenderers will be notified accordingly.

## **Introduction and general requirements**

The Council has a set annual budget which has been confirmed for 2025/2026 as £3,500 to fulfil the terms of this contract.

The Council is looking for a company to take on the Grounds Maintenance contract for the next 3 years (2025 – 2026 – 2027).

The quote should cover the following and show yearly costs. Payments are made by BACS on receipt of invoices after each visit.

- 3-weekly visits to the site per year between April and November to involve grass-cutting, weed control and litter-picking.
- The planting of colourful spring/summer/winter bedding plants and fertilising of the planted area. Flowers to be pollinator friendly and in line with the Council's Biodiversity plan. No harmful chemicals or pesticides to be used.
- Summer irrigation as and when required to the flower beds and grass area. Please show costs per watering visit.
- Additional work may need to be carried out in the week leading up to the annual Remembrance Sunday service to ensure the grounds are looking their best.

## **Audit**

It is expected that the successful tenderer will provide an initial inspection of the site and ask any questions prior to submitting the tender.

Please see appendix 1 for the map location.

Please see appendix 2 for photos.

## **Tenderers Response**

### **General**

Tenderers shall respond to and provide relevant information with regard to all matters set out below. The responses and information SHALL be submitted as part of the Tender. Failure to provide such information may result in the Tender being rejected.

## Material Misrepresentation

The Council shall rely on the information provided by the Tenderer. A material misrepresentation contained therein shall constitute a material breach of contract.

## Tenderer's Written Proposals

### Basic Details (For information purposes only)

1	Name of the organisation in whose name the tender would be submitted:	
2	Contact name for enquiries about this Submission	
3	Contact position (Job Title)	
4	Address:  Post Code:	
5	Tel Number:	
6	E-mail Address:	
7	Company Registration number (if this applies)	
8	Charities or Housing Association or other Registration number (if this applies). Please specify registering body:	
9	Date of Registration:	
10	VAT Number	
11	Is your organisation: (Please tick one)	
	i) a public limited company	
	ii) a limited company	
	iii) a Contracting Authority	
	iv) a sole trader	



## Insurance

Please provide details of your current insurance cover. We reserve the right to seek evidence or ask that sufficient levels of insurance be in place before award of contract. All price quotations should be based on full insurance levels being in place.	Value
1 Employer's Liability (£5m):	
2 Public Liability (£10m):	
3 Other (please provide details):	

## Equal Opportunities

Does your organisation have a written equal opportunities policy, to avoid discrimination?	

## Health and Safety

Does your organisation have a health and safety at work system which includes a policy, nominated manager and management system?	

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### Carbon Neutral

Please provide details of your carbon neutral footprint and plans to become net zero.	

### Professional and Business Standing

	Does any of the following apply to your organisation, or to (any of) the director(s) / partners / proprietor (s)?	
1	Is in a state of bankruptcy, insolvency, compulsory winding up, receivership or subject to relevant proceedings:	
2	Has been convicted of a criminal offence related to business or professional conduct.	
3	Has committed an act of grave misconduct in the course of business.	

4	Has not fulfilled obligations related to payment of social security contributions.	
5	Has not fulfilled obligations related to payment of taxes.	
6	Is guilty of serious misrepresentation in supplying information.	
7	Is not in possession of relevant licences or membership of an appropriate organisation where required by law.	
8	If the answer to any of these is “Yes” please give brief details, including what has been done to put things right.	

### Financial Information

Please provide the last two years of financial accounts and any other financial information about your organisation to provide evidence that your organisation is in a sound financial state to participate in this procurement.

### Qualitative Responses

	In responding to this question, Tenderers shall ensure that their answer is category specific. A generic response for each Category is not an appropriate response.
1	What resources does the Tenderer propose to put in place to deliver the service?

2	Please provide details of how the Contractor will protect the site whilst the works are taking place?
3	Please provide details of the costs.

Please provide evidence that you have successfully supervised and administered contracts of this nature, value and scale in the last 3 years. Please provide at least 1 example.

Client & Project/ Contract	Dates	Value

Please confirm you have the necessary resources to undertake and manage the works and would be able to complete the project as set out in the tender.



**ANTI-COLLUSION CERTIFICATE**

1. We certify that this tender is made in good faith, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not and we undertake that we will not before the award of any contract for the work:
  - a. Communicate to any person other than the person calling for those tenders the amount or approximate amount of the proposed tender except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender;
  - b. Enter into any agreement or arrangement with any other person that they shall refrain from tendering or as to the amount of any tender to be submitted;
  - c. Pay, give or offer to pay or give any sum of money or other valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work, any act or thing of the sort described at (a) or (b) above.
2. We further certify that the principles described in paragraph 1(a) and (b) above have been, or will be, brought to the attention of all sub-contractors, suppliers and associated companies providing services or materials connected with the tender and any contract entered into with such sub-contractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.
3. In this certificate, the word 'person' includes any persons and anybody or association, corporate or incorporate; 'any agreement or arrangement' includes any transaction, formal or informal and whether legally binding or not; and 'the work' means the work in relation to which this tender is made.

Dated .....

Signed .....

Print Name .....

Dully authorised to sign tenders for and on behalf of.....

.....

**Declaration**

(To be signed and returned with the Tender submission).

I accept the terms and conditions as contained in the Council’s Contract in respect of the Services and are duly authorised to sign tenders and give such certificates for and on behalf of:

Name of Organisation .....

Telephone No .....

Postal Address .....  
.....  
.....

Name .....

Role within the Organisation.....

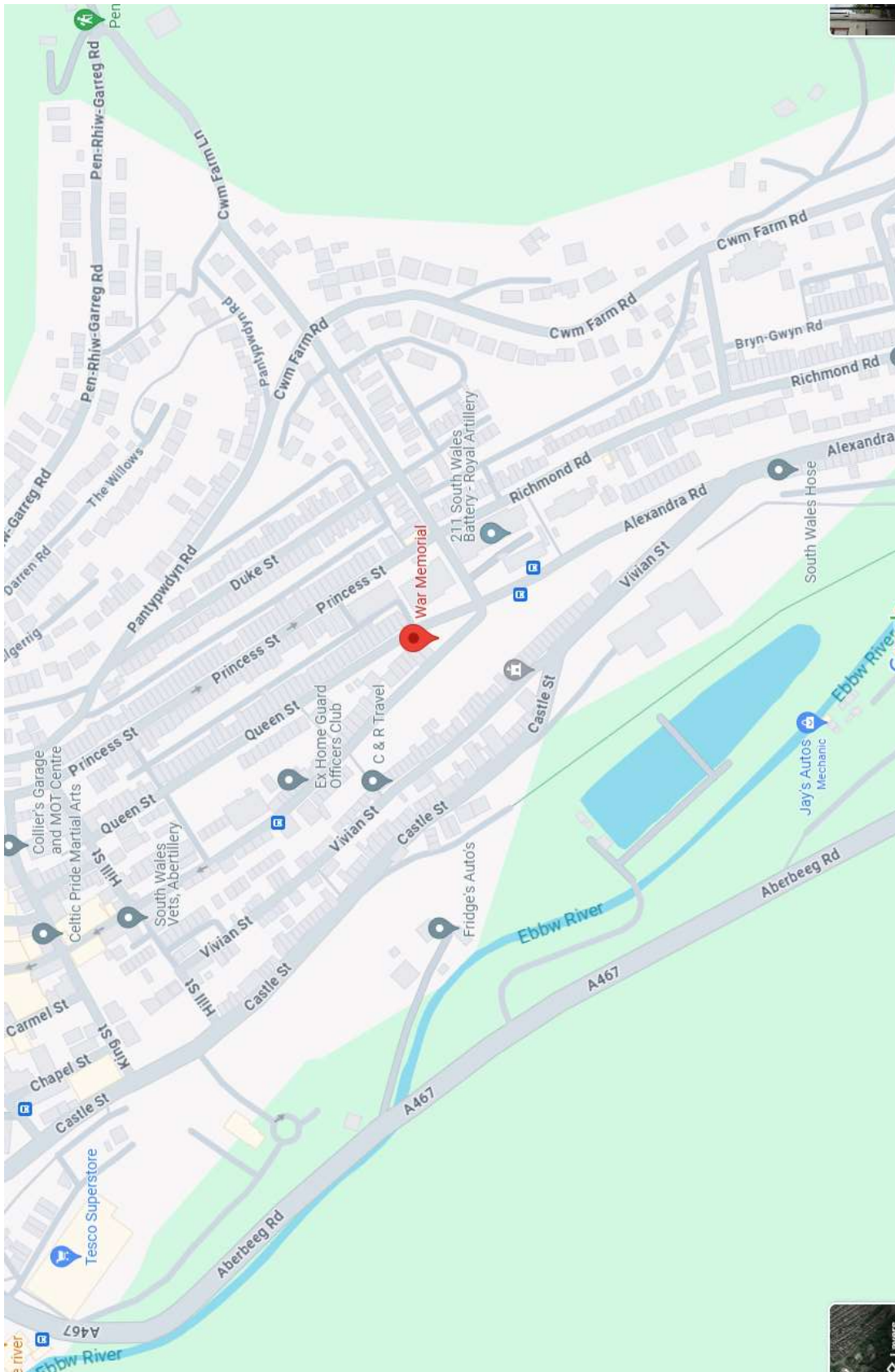
Signature .....

Date .....



# Appendix 1

## Abertillery War Memorial NP13 1DP



## Appendix 2



