

WANDSWORTH BOROUGH COUNCIL

**INVITATION TO TENDER
FOR THE PROVISION OF THE TREE
MAINTENANCE SERVICES (“LOT 2”).**

VOLUME 2B OF 7

RESPONSE DOCUMENT FOR LOT 2

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Table of Contents

VOLUME 1

Chapter

1. Preamble and General Information

Please refer to Volume 1 Table of Contents

2. Instructions for Tendering

Please refer to Volume 1 Table of Contents

VOLUME 2B

3. Form of Tender, Certificate that the Tender is Bona Fide, Bond and Parent Company Guarantee, Pricing Tables and TUPE Questionnaire

Lot 2

Form of Tender
Certificate that the Tender is Bona Fide
Performance Bond
Parent Company Guarantee
TUPE Questionnaire
Requirements for Method Statements
Pricing Tables

VOLUME 3B

4. Form of Contract

5. Conditions

Please refer to Volume 3B Table of Contents

Tenderers should indicate on this page which Lots they are bidding for (as set out in the covering letter). Tenderers should delete as applicable:

Lot 1: Yes/No (See Volumes 2A and 3A)

Lot 2: Yes/No (See Volumes 2B and 3B)

Lot 3: Yes/No (See Volumes 2C and 3C)

DISCOUNTS

Tenderers are required to complete the table below for the relevant lots for which they are tendering. The Tenderer shall enter in the table below the discounts that would apply to all of the Detailed Rates in all parts of all of the contracts in the event that the Council decides to award more than one Lot to the Tenderer:

Contract/s* awarded	Discount %
Lot 1 and Lot 2	
Lot 1 and Lot 3	
Lot 2 and Lot 3	
Lots 1, 2 and 3	

*The Contracts are as follows: -

Lot One: Contract for the provision of the horticultural maintenance of parks, commons, open spaces, cemeteries and other sites and for grave digging, litter picking and the management and booking of sports facilities.

Lot Two: Contract for the provision of tree maintenance services.

Lot Three: Contract for the provision of housing garden maintenance services.

Tenderers **must** return this completed Schedule of Discounts whether submitting tenders for only one or more than one contract. In cases where only a single Tender is submitted, or where no Discount is offered, Tenderers should insert "N/A" in the "discount" box. In the event that a Tenderer returns more than one completed Schedule of Discounts and where such Schedules of Discounts have different discounts completed for the award of both of the contracts, the Council at its entire discretion may accept the more favourable completed Schedule of Discounts.

CHAPTER THREE

LOT 2

**FORM OF TENDER
UNCONDITIONAL AND IRREVOCABLE OFFER TO
WANDSWORTH BOROUGH COUNCIL**

**LOT 2: CONTRACT FOR THE PROVISION OF TREE
MAINTENANCE SERVICES**

**To: THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF
WANDSWORTH**

Having examined the Conditions, the Schedules and all other documents included in the Invitation to Tender (or issued in support thereof) for the performance of Services, we hereby offer to provide the Services in conformity with the said Conditions and Schedules:

- (a) for such sum as a may be ascertained in accordance with the said Conditions and the Detailed Rates as set out in Schedule 2 to the Contract, completed with our rates annexed hereto;
- (b) where instructed at the Daywork Rates as set out in Schedule 2 to the Contract;
- (c) at the additional amount, if any, of £[] ([]) pounds for a Performance Bond in the sum of £100,000 (one hundred thousand pounds) in the event the Council shall require the successful Tenderer to provide a Performance Bond in the form set out in these Tender Documents;
- (d) for a Parent Company Guarantee (if applicable) and;
- (e) for the Contract Period of eight years commencing on 24th February, 2013, but subject to termination and all other provisions set out in the Conditions and subject to a four-year extension upon the mutual agreement of both parties before the termination of the Contract.

We hereby warrant and undertake to you that the accompanying information has been diligently prepared by us to conform to the Instructions for Tendering.

In consideration of the Council's promise to pay us the sum of £1 (one pound) if demanded, we hereby undertake to keep our Tender open and valid for acceptance for a period of 26 weeks from the closing date for the return of Tenders and that the offer set out in this Tender constitutes an unconditional and irrevocable offer by us which shall be capable of acceptance by you, whereupon there shall be constituted a binding Contract.

We hereby undertake that, in the event of our Tender being accepted by you, we will within 14 days of being called upon by you to do so, execute a formal Contract as a deed consisting of the Contract Documents and all other agreements that the Council considers necessary to put the Contract into effect. Unless and until a formal Contract is prepared and executed this Tender, together with your written acceptance thereof, shall constitute a binding Contract between us.

We understand that you shall use a weighting process to assess Tenders, that you are not bound to accept any of the Tenders, that you may terminate this tender process at any point prior to entry into a legally binding contract; and that you shall not be responsible for any costs of whatever nature incurred by us in connection with our Tender.

This offer is executed as a **DEED** by us on the date stated below.

Dated this [] day of [], 20[].

EXECUTED as a **DEED** by:

Full name (print).....

Full address (print).....

.....

Designation (print).....

Signature.....

In the presence of:

Full Name of Witness (print)

Signature of Witness

Full Address of Witness

.....

Occupation of Witness

EXECUTED as a **DEED** by:

Full name (print).....

Full address (print).....

.....

Designation (print).....

Signature.....

In the presence of:

Full Name of Witness (print)

Signature of Witness

Full Address of Witness (print)

.....

Occupation of Witness (print)

[Note: The following clause is for a Company.]

EXECUTED as a **DEED** by:

Full name of Tenderer (print)

Full Address of Tenderer (print)

.....

Full Name of Director (print)

Signature of Director

Full Name of Director/Company Secretary (print).....

Signature of Director/Company Secretary

WANDSWORTH BOROUGH COUNCIL

LOT 2: CONTRACT FOR THE PROVISION OF TREE MAINTENANCE SERVICES

CERTIFICATE THAT THE TENDER IS BONA FIDE

In recognition of the principle that the essence of selective tendering is that the Council shall receive bona fide competitive tenders from all those tendering

WE CERTIFY THAT:-

1. The Tender submitted herewith is a bona fide tender intended to be competitive.
2. We have not fixed or adjusted the amount of the Tender under or in accordance with any agreement or arrangement with any other person.
3. We have not done and we undertake that we will not do at any time before the hour specified for the return of the Tender any of the following acts:
 - (a) communicate to a person other than the person calling for this Tender the amount or approximate amount of the proposed Tender (except where the disclosure, in confidence, of the appropriate amount of the Tender was essential to obtain an insurance premium quotation required for the preparation of the Tender);
 - (b) enter into any agreement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted;
 - (c) offer, pay, give or agree to give any sum of money or valuable consideration directly to any person doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender any act or thing of the sort described above; and
 - (d) directly or indirectly canvassed or solicited any member, officer or employee of the Council concerning the acceptance of any Form of Tender or directly or indirectly obtained or attempted to obtain information from any such employee, member or officer concerning any other Tenderer or Form of Tender submitted by any other Tenderer.
4. In this certificate:-
 - (a) "person" includes any person and any body or association corporate or incorporate
 - (b) "Any agreement or arrangement" includes any transaction of the sort described above, formal or informal and whether legally binding or not.

This Certificate is executed as a Deed by us on the date stated below:

DATED the [] day of [], 20[].

EXECUTED as a **DEED** by:

Full Name (print).....

Full Address (print).....

.....

Designation (print).....

Signature.....

In the presence of:

Full Name of Witness (print)

Signature of Witness

Full Address of Witness (print)

.....

Occupation of Witness (print)

EXECUTED as a **DEED** by:

Full name (print).....

Full address (print).....

.....

Designation (print).....

Signature.....

In the presence of:

Full Name of Witness (print)

Signature of Witness

Full Address of Witness (print)

.....

Occupation of Witness (print)

[Note: The following clause is for a Company.]

EXECUTED as a **DEED** by:

Full name of Tenderer (print)

Full address of Tenderer (print)

.....

Full Name of Director (print)

Signature of Director

Full Name of Director/Company (print)

Signature of Director/Company Secretary

WANDSWORTH BOROUGH COUNCIL
LOT 2: CONTRACT FOR THE PROVISION OF TREE
MAINTENANCE SERVICES
FORM OF PERFORMANCE BOND

By this Bond by Deed We [] (“the Contractor”)
(Company Registration Number: [] whose registered office is at []

AND

[] (“the Surety”) whose registered office is at []

are jointly and severally held and firmly bound to **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF WANDSWORTH** (“the Council”) in the sum specified in the Schedule for the payment of which sum the Contractor and the Surety bind themselves their successors and assigns jointly and severally by these presents.

WHEREAS by a Contract details of which are specified in the Schedule (“the Contract”), the Contractor has contracted with the Council to perform the services mentioned therein (“the Services”) in conformity with the provisions of the Contract. The Surety has agreed with the Council at the request of the Contractor to provide a performance bond for the obligations of the Contractor under the Contract upon the terms and conditions of this Bond at the Contractor’s cost and expense.

NOW THE CONDITION of this Bond is such that if the Contractor shall duly perform and observe all the terms, provisions, conditions and stipulations of the Contract on the Contractor’s part to be performed and observed according to the true purport intent and meaning thereof or if on default by the Contractor the Surety shall satisfy and discharge the damages sustained by the Council thereby up to the amount of the above-written Bond, then this obligation shall be null and void but otherwise shall be and remain in full force and effect but no alteration to the terms, conditions and provisions of the Contract or in the extent or nature of the services to be performed thereunder and no allowance of time by the Council or the Council’s Authorised Officer under the Contract nor any forbearance or forgiveness of or in respect of any matter or thing concerning the said Contract on the part of the Council or the Council’s Authorised Officer shall in any way release reduce or affect the liability of the Surety under this Bond. Any claim hereunder shall be made by the Council in writing and sent to the Surety at its address above accompanied by a signed statement from the Council declaring that the Contractor is in default of the Contract. Such claim and statement shall be accepted by the Surety as conclusive evidence (and admissible as such) that any sums stated therein are properly due and payable to the Council for the purposes of this Bond.

The Contractor undertakes to the Council that it will not seek to recover from the Council any sum due or to become due to the Contractor that has been taken into account in assessing sums due to the Council under this Bond.

The Contractor and the Surety shall not assign, sub-contract novate, or transfer this Bond or their rights and obligations thereunder without the prior written consent of the Council.

Subject to the Council's right to enforce the benefits conferred on it under this Bond, it is not intended that any of the terms of this Bond shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any third party. For the avoidance of doubt, the consent of the Council shall be required for the variation of this Bond.

This Bond and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England. The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute, claim or matter that arises out of or in connection with this Bond or its subject matter or formation (including non-contractual disputes or claims).

THE SCHEDULE

The Contract: A contract dated [] day of [], 20[] entered into between the Council and the Contractor for the provision of tree maintenance services for a period of eight years as varied and/or extended by the parties from time to time

The Bond Amount: The sum of **£100,000** (one hundred thousand pounds)

IN WITNESS whereof the parties hereto have executed this **DEED** on the [] day of [], 20[].

EXECUTED as a **DEED**)
by **the Contractor:**)

Director

Director/Secretary

[Note: The bank's attestation clause must be amended to conform to each bank's specific requirements.]

EXECUTED as a **DEED**)
by **the Surety** acting by its)
duly authorised Signatory:)

Director:

Director/Secretary:

WANDSWORTH BOROUGH COUNCIL

LOT 2: CONTRACT FOR THE PROVISION OF TREE MAINTENANCE SERVICES

PARENT COMPANY GUARANTEE

THIS AGREEMENT BY DEED is made the [] day of [], 20[]

BETWEEN: [] (**Registered Company Number:** []) whose registered office is at [] (**“the Guarantor”**) of the one part and the **MAYOR AND BURGESSES OF THE LONDON BOROUGH OF WANDSWORTH** of the Town Hall, Wandsworth High Street, London, SW18 2PU (**“the Council”**) of the other part.

WHEREAS

- A. This Guarantee is supplemental to a contract (hereinafter called **“the Contract”**) bearing even date herewith and made between [] (**Registered Company Number:** []) whose registered office is at [] (**“the Contractor”**) of the one part and the Council of the other part whereby the Contractor has agreed and undertaken to carry out services for the Council upon the terms and conditions more particularly described therein; and
- B. The Guarantor has agreed to guarantee as primary obligor on demand and without set-off or deduction the due performance of the Contract by the Contractor in the manner herein after appearing.

NOW IT IS AGREED between the Council and the Guarantor as follows:-

1. The Guarantor hereby agrees with the Council as follows:-
 - (a) If the Contractor (unless relieved from performance by any clause of the Contract or by the decision of a tribunal of competent jurisdiction) shall in any respect fail to execute the Contract or commit any breach of its obligations thereunder or shall cease to exist then the Guarantor hereby unconditionally and irrevocably undertakes fully and promptly to indemnify the Council against all claims, demands, liabilities, losses, damages, costs and expenses which may be incurred by the Council by reason of any default on the part of the Contractor in performing and observing the agreements and provisions on its part in the Contract.
 - (b) The Guarantor hereby unconditionally and irrevocably guarantees to the Council that if any sums are due and owing to the Council by the Contractor pursuant to the terms of the Contract and there is any default in any payment of such sums the Guarantor shall forthwith on first demand by the Council unconditionally pay to the Council in full the monies that are due to the Council and unpaid by the Contractor together with all costs and expenses which the Council may incur in enforcing this Guarantee.

- (c) The Guarantor shall not be discharged or released from this Guarantee nor shall its liability be affected or impaired by any agreement, conduct, omission, breach or repudiation by the Contractor, the Council or by any forbearance whatsoever on the part of the Council.
- 2.
 - (a) This Guarantee is a continuing security and shall secure the performance of the Contract and the payment of the amounts described in Clause 1 above by the Contractor notwithstanding the liquidation or other incapacity or any change in the constitution or control of the Contractor or in the name or style thereof or any settlement of account or other matter whatsoever.
 - (b) This Guarantee is in addition to and shall not merge with or otherwise prejudice or affect any other right remedy guarantee indemnity or security of the Council or other obligation given or owing to the Council and may be enforced notwithstanding the same or any other bill note mortgage charge pledge or lien now or hereafter held by or available to the Council.
 - (c) The Guarantor warrants to the Council that the Guarantor has not taken or received and undertakes not to take or receive the benefit of any security from the Contractor or any other person extending to liabilities under this Guarantee. If any such security is taken or the Guarantor receives the benefit of the same the Guarantor hereby declares that such security and all moneys at any time received in respect thereof shall be held on trust for the Council as a continuing security of the Guarantor to the Council hereunder.
- 3.
 - (a) Any money received by the Guarantor in connection with this Guarantee shall be placed to the credit of a suspense account with a view to preserving the right of the Council to prove for the whole of its claims against the Contractor or any other person liable or may be applied by the Council in or towards satisfaction of such of the moneys, obligations or liabilities of the Contractor hereby guaranteed as the Council in its absolute discretion may from time to time conclusively determine
 - (b) Any release discharge or settlement between the Guarantor and the Council shall be conditional upon no security disposition or payment to the Council by the Contractor the Guarantor or any other person being void set aside or ordered to be refunded pursuant to any enactment or law relating to bankruptcy liquidation or insolvency or for any reason whatever and if such condition shall not be fulfilled the Council shall be entitled to enforce this Guarantee subsequently as if such release discharge or settlement had not occurred and any such payment had not been made
 - (c) The Council shall be entitled to retain this Guarantee and any security held for the liability of the Guarantor hereunder after as well as before the payment discharge or satisfaction of all moneys and liabilities that are or may become due or owing to the Council from the Contractor for such period as the Council may determine
- 4.
 - (a) Any notice or demand for payment by the Council hereunder shall without prejudice to any other effective mode of making the same be deemed to have been properly served on the Guarantor if served on the Guarantor or its representatives personally or delivered or sent by first class letter post, telex, electronic mail or facsimile to the Guarantor or its representatives at its address as shown above or its last known place of business. Any such notice or demand sent by first class letter post shall be deemed to

have been served on the addressee at 10 a.m. on the next succeeding business day, or if sent by telex, electronic mail or facsimile within one hour of the time of despatch.

- (b) No failure or delay by the Council in exercising any right or remedy shall operate as a waiver thereof nor shall any single or any partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right to remedy.
 - (c) Each of the provisions of this Guarantee is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
 - (d) This Guarantee is and will remain the property of the Council.
5. The Guarantor may not assign or otherwise transfer any of its rights or obligations under this Guarantee. The rights in and benefit of this Guarantee shall not be assignable by the Council without the prior written consent of the Guarantor (which consent shall not be unreasonably withheld or delayed).
6. (a) The Guarantor hereby warrants and represents to the Council that it has full power and authority to enter into and perform its obligations under this Guarantee.
- (b) This Guarantee shall remain in full force and effect notwithstanding any change in the constitution of the Guarantor, the Contractor or the Council.
7. This Guarantee and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England. The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute, claim or matter that arises out of or in connection with this Guarantee or its subject matter or formation (including non-contractual disputes or claims).

EXECUTED as a **DEED** the day and year first before written.

EXECUTED as a **DEED** by)
the Guarantor acting by its duly)
authorised signatory:)

Director:

Director/Secretary:

LOT 2 TUPE Questionnaire

Staff:

1. Question

Is it your intention to employ any of the current workforce and, if so, how many and which ones?

Answer:

Performance:

2. Question

Do you propose to make any significant changes to the way in which the services are currently performed and the organisation of the performance of the services, so far as those are known to you? If so, what are those changes?

Answer

TUPE Regulations:

3. Question

Do you, after seeking legal advice, consider that your proposal is likely to amount to a transfer for the purposes of the TUPE Regulations (whether as a service provision change or otherwise) and if not, why do you believe that the TUPE Regulations do not or should not be deemed to apply?

Answer

LOT 2 METHOD STATEMENT

Lot 2 Method Statement

General Requirements for Lot 2

- 1A Set out below are the Method Statements required for Lot 2. Each Method Statement should include the following general points (1B – 1C) as well as the more specific areas as set out under each Method Statement heading:
- 1B Detailed descriptions of the tasks required are provided in the Specification and the Contractor's Method Statements shall clearly demonstrate how the required standards shall be achieved. Tenderers are also required to propose methods to maximise the recycling and re-use of green waste/arising, to include proposals to reduce the quantity of such arising entering the general waste stream. Tenderers must submit Method Statements which recognises and takes account of the individual Services set out in the Specification, which include, amongst other Services, formative pruning, crown reduction, crown lifting, crown thinning, felling, stump grinding, and removal of basal growth, all as either routine or ad-hoc/emergency tasks on highway sites, housing sites, parks and open spaces in many cases with restricted access.
- 1C It is recognised that much of the information required by the Method Statements will reflect the Tenderer's existing working practices and such information will already be maintained by Tenderer's within their own manuals, procedure notes, instructions and staff codes. Tenderers are therefore encouraged to submit such documents as part of their Method Statement submission. These documents will be treated as confidential and if requested will be returned to unsuccessful tenderers. Where the Tenderer wishes to rely on information contained within a supporting document the relevant part of such document shall be referenced and its location and any existing reference number identified within the Method Statement. If any part of a Method Statement contradicts any aspects contained within other areas of the Contract Conditions, Specification or other Schedules, then the Conditions, Specification and Schedules shall always take precedence.
- 1D The Contractor shall encourage all staff carrying out activities under this Contract to note and report any evidence of vandalism, graffiti or other problems such as blocked drains, fallen debris, damaged or inoperative lighting etc. As part of his Method Statements for respective duties the Contractor will put in place a procedure for the recording of any such reports submitted, such procedures to include provision for providing feedback to reporting staff.
- 1E Whilst the Contractor shall be responsible for the disposal of all timber, brushwood and other arising resulting from tree maintenance works as his property the Council is keen to promote a responsible attitude by all to the recycling of waste materials. To that end the Contractor shall include in his Method Statements procedures for the recycling of all, or the majority of the arising.

Method Statements Required

- a) Method Statement 1: **Tree Work Operations:**

Tenderers should include within this method statement the resources available including staff and equipment. The Method Statement should detail the tenderer's process for crown lifting, crown thinning, crown reduction, pollarding, tree felling, formative pruning and small tree maintenance, stump removal and pest and disease control, including all relevant details of pesticides used.

b) **Method Statement 2: Safety and Procedures:**

Tenderers should set out within this method statement their procedures for tree climbing, aerial access, aerial rescue. Tenderers should include details of their safety procedure for the use of hand tools, powered tools and brushwood chipping and stump grinding.

c) **Method Statement 3: Groundwork:**

Tenderers should include within this method statement the resources available including staff and equipment. Tenderers should include details of site protection, signage, public safety, how they propose to maintain a clean and tidy work site, and how they propose to deal with parking and traffic management.

d) **Method Statement 4: Emergency and Out of Hours arrangements:**

Tenderers should include their proposals for an emergency and out of hours service. This should include the resources available, availability and response times together with the proposed processes for contact and all relevant contact details.

e) **Method Statement 5: Work Programming and Continuous Improvement:**

Tenderers should include proposals for supervision of staff and activities, maintaining work programmes, routine and non-routine activity reports, liaison with Authorised Officer, public liaison/information, developing and maintaining relationships with Community Groups and local residents. Tenderers should also include their proposals for identifying diseases, defects and other issues in (and around trees) and reporting findings to Authorised Officer.

f) **Method Statement 6: General Method Statement:**

The Tenderer shall submit a clear and detailed method statement indicating how the requirements of the General Method Statement as set out below. The method statement should detail all plant and labour to be provided on an annual basis.

- i) **Locations from which the Services will be provided.** The Tenderer must inform the Council of the address(es) of such premises it proposes to utilise in connection with the provision of the Services together with their distance from the Town Hall and the facilities available.

ii) **Organisation and Staffing**

- (b) An explanation of the Tenderer's proposed management structure for this Contract with brief biographical details of the professional and technical qualifications and experience of the principal managers proposed to be employed in the carrying out of the requirements of, and supervising the Contract including relevant addresses and telephone numbers.
- (c) The Tenderer's proposals for starting the Contract to include all necessary supervisory roles which are proposed for this Contract. This should include details of personnel to be engaged in the provision of the Services, together with the organisational structure for providing the Services, identifying the designations and numbers of the tenderer's own existing and proposed staff who will be engaged in the provision of the Services and the expected proportion of time that each member of staff will be deployed on the Contract.
- (d) The Tenderer's proposed use of sub-contractors, if any.

iii) **Operations**

Details of the Tenderer's:

- (a) communications systems to the Council and to the Tenderer's staff;
- (b) proposals for flexibility to be introduced into service delivery arrangements to meet changing local and national priorities (the Council acknowledges that such flexibility must be balanced against a reasonable degree of certainty over the length of the Contract to allow start up costs, risk, and investment to be managed at reasonable cost);
- (c) Proposals for a Whistle Blowing Policy and Procedure
 - a. The Council is committed to the highest possible standards of openness, probity and accountability. In line with that commitment, and in order to ensure the highest possible standards of integrity in relation to the provision of the Services and Council contracts in general, the Council wishes to ensure that if any member of the successful Tenderer's staff has serious concerns about any aspect of the Council's work, he or she shall come forward and voice those concerns directly to the Council. Tenderers are therefore asked either:
 - b. to confirm that they will adopt and publicise to their staff, the substance of the Council's "Whistle Blowing: Policy and Procedure" (copy provided to all of those invited to tender or available on the Council's website at www.wandsworth.gov.uk > Site map > Council and Democracy > Meetings and Decisions > Browse the agenda/minutes > General Purposes Committee > 21st March 2007 > Item No. 13, Paper No 07-326 (Second Annexe to Appendix A)) tailored and amended as appropriate so that it applies directly between (A) the Council and (B) the successful Tenderer's staff and employees such that for example if a member of the successful Tenderer's staff suspects fraud, corruption or financial irregularity on the part of a Council official, he or she shall notify the Council's Head of Audit pursuant to paragraph 5.1 of such Policy: OR

- c. to provide full details of their own proposals for a similar policy and procedure to allow for whistle blowing that meets the objectives referred to above.

- (d) environmental policy and on what steps its will take to assist in the implementation of the Council's Environmental Policy Statement as referred to at Condition 53 of the Contract, including proposals for use of environmentally friendly vehicles and machinery . If it is proposed to use environmentally friendly materials, the supplier of these materials should be stated in sufficient detail to enable a full and meaningful evaluation; and

- (e) a Business Continuity Plan that sets out clear procedures and processes to be followed to ensure the continued provision of the Services in the event of an emergency in accordance with the Civil Contingencies Act 2004.

LOT 2
PRICING TABLES
Detailed Rates and Emergency Services Annual Sum

PREAMBLE

1. Attention is directed to all the documents comprised in the contract documents and these are to be read in conjunction with the Detailed Rates. The Contractor shall visit the Borough to satisfy himself as to the local conditions, the full extent and character of the operation, supply and conditions affecting labour and all other factors which could affect the execution of the Contract generally as no claims on the grounds of want of knowledge will be entertained.
2. Each item shall be priced independently of any other works scheduled in the Detailed Rates and shall, unless otherwise specified, include materials, machinery, haulage, cartage, labour and every item of work necessary to make a complete job to the entire satisfaction of the Authorised Officer.
3. The Contractor shall operate an Emergency Services provision which shall run 24/7 365 days per annum as specified in more detail in Schedule 1 (Specification). The Contractor may charge an Emergency Services Annual Sum which shall be the retainer for running such a provision.
4. The quantities of work and frequencies of repetition specified in the Detailed Rates are believed to represent the standard of service the Council desires. However, in accordance with the provisions of Condition 10, the Council reserves the right to increase or decrease the Services at the prices and rates in the Detailed Rates.
5. The prices and rates to be inserted in the Detailed Rates shall be the full inclusive value of the work described under the several items, including all costs and expenses which may be required to provide all of the services detailed in the Contract to the specified standards together with all general risk, liabilities and obligations set forth in or implied as necessary to comply with the Conditions, the Specification and all other documents and plans forming part of the Contract. Prices and rates for each item in each Bill must be inserted.
6. For each item the “Unit Price” must be inserted.

PRICE FACTORS

7. When pricing the contract document the Contractor will identify the Site Category that he considers to be the cheapest in which to carry out all operations in Bill of Quantities 10-1.
8. The Contractor shall give a price for each item in the Bill of Quantities based on the Site Category so selected. This price shall be regarded as the Base Price.
9. For each other Site Category the Contractor shall indicate, in Bill of Quantities T2 (Price Factors Applicable to Scheduled Maintenance) a Price Factor by which the

Base Price shall be increased for all items in the Bill of Quantities. The Price Factor shall be expressed as a percentage increase of the Base Price.

10. Price factors shall not be applicable to works issued under the Unspecified Hourly Rate.

TREE MAINTENANCE: SUMMARY

Detailed Rates for the Services (PART A)	Bill No		PRICE (£)
	T1	Tree Maintenance: Scheduled Tasks	
	T2	Tree Maintenance: Price Factors Applicable to Scheduled Tree Maintenance Bill of Quantities NoT1	

Detailed Rates for “Emergency Services” (PART B)	T3	Tree Maintenance: Unscheduled Hourly Rates	
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Emergency Services Annual Sum (PART C)	T4	Tree Maintenance: Emergency Services retainer as set out in paragraph 3.4 of the Specification	
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TOTAL “TENDER SUM”			
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PART A “DETAILED RATES” FOR THE SERVICES
BILL OF QUANTITIES No T1
Tree Maintenance: Scheduled Tasks

						For tendering purposes only		
Payment	Specification Paragraph	Work Code	Tree Size	Works Description	Unit Price (£) (b)	Estimated Average Annual Quantity (a)	Estimated Maximum Annual Quantity	Estimated Average Annual Value (a) x (b)
By Order	15.2.12	A	Medium	Pollard tree at original pollard point		10	15	0
By Order	15.2.12	A	Large	Pollard tree at original pollard point		10	15	0
By Order	15.2.12	A	Very Large	Pollard tree at original pollard point		50	60	0
By Order	15.2.8	B	Small	Remove up to 3No broken branch(es)		20	30	0
By Order	15.2.8	B	Medium	Remove up to 3No broken branch(es)		60	100	0
By Order	15.2.8	B	Large	Remove up to 3No broken branch(es)		40	50	0
By Order	15.2.8	B	Very Large	Remove up to 3No broken branch(es)		40	60	0
By Order	15.2.5	C	Small	Crown reduce		110	130	0
By Order	15.2.5	C	Medium	Crown reduce		1000	1100	0
By Order	15.2.5	C	Large	Crown reduce		1600	1800	0
By Order	15.2.5	C	Very Large	Crown reduce		1750	2100	0
By Order	15.2.5; 15.2.22	CR	Small	Crown reduce and remove climbing plant		10	20	
By Order	15.2.5; 15.2.22	CR	Medium	Crown reduce and remove climbing plant		10	20	
By Order	15.2.5; 15.2.22	CR	Large	Crown reduce and remove climbing plant		20	30	
By Order	15.2.5; 15.2.22	CR	Very Large	Crown reduce and remove climbing plant		70	90	
By Order	15.2.13	F1	Small	Fell to ground level		50	50	0
By Order	15.2.13	F1	Medium	Fell to ground level		70	80	0
By Order	15.2.13	F1	Large	Fell to ground level		40	50	0
By Order	15.2.13	F1	Very Large	Fell to ground level		30	40	0
By Order	15.2.13; 15.2.14	F2	Small	Fell and grub out stump		80	100	0
By Order	15.2.13; 15.2.14	F2	Medium	Fell and grub out stump		10	20	0
By Order	15.2.13; 15.2.14	F3	Small	Fell and grind out stump		50	60	0
By Order	15.2.13; 15.2.14	F3	Medium	Fell and grind out stump		180	200	0

						For tendering purposes only		
Payment	Specification Paragraph	Work Code	Tree Size	Works Description	Unit Price (£) (b)	Estimated Average Annual Quantity (a)	Estimated Maximum Annual Quantity	Estimated Average Annual Value (a) x (b)
By Order	15.2.13; 15.2.14	F3	Large	Fell and grind out stump		170	190	0
By Order	15.2.13; 15.2.14	F3	Very Large	Fell and grind out stump		110	130	0
By Order	15.2.13; 15.2.14	F4	Small	Grind stump		10	10	0
By Order	15.2.13; 15.2.14	F4	Medium	Grind stump		30	50	0
By Order	15.2.13; 15.2.14	F4	Large	Grind stump		30	40	0
By Order	15.2.13; 15.2.14	F4	Very Large	Grind stump		20	30	0
By Order	15.2.15	F5	Small	Remove sapling up to 7cm diameter including rootball if directed		30	50	0
By Order	15.2.10	H	Small	Remove basal growth		150	220	0
By Order	15.2.10	H	Medium	Remove basal growth		300	450	0
By Order	15.2.10	H	Large	Remove basal growth		600	750	0
By Order	15.2.10	H	Very Large	Remove basal growth		400	700	0
By Order	15.2.10; 15.2.6	HW	Small	Remove basal growth and dead wood		10	15	0
By Order	15.2.10; 15.2.6	HW	Medium	Remove basal growth and dead wood		10	15	0
By Order	15.2.10; 15.2.6	HW	Large	Remove basal growth and dead wood		10	15	0
By Order	15.2.10; 15.2.6	HW	Very Large	Remove basal growth and dead wood		30	40	0
By Order	15.2.17	J	Small	Remove stake & tie		200	250	0
By Order	15.2.22	K1	Small	Supply and fit galvanised wire guard to tree including stake if necessary		10	15	0
By Order	15.2.22	K1	Medium	Supply and fit galvanised wire guard to tree including stake if necessary		10	15	
By Order	15.2.22	K1	Large	Supply and fit galvanised wire guard to tree including stake if necessary		10	15	
By Order	15.2.22	K1	Very Large	Supply and fit galvanised wire guard to tree including stake if necessary		10	15	
By Order	15.2.22	K2	Small	Remove wire guard including all stakes & ties		20	30	0
By Order	15.2.22	K3	Small	Remove litter and debris from wire guard		20	30	0
By Order	15.2.7	L	Small	Crown lift		260	350	0

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Payment	Specification Paragraph	Work Code	Tree Size	Works Description	Unit Price (£) (b)	Estimated Average Annual Quantity (a)	Estimated Maximum Annual Quantity	Estimated Average Annual Value (a) x (b)
By Order	15.2.7	L	Medium	Crown lift		1000	1500	0
By Order	15.2.7	L	Large	Crown lift		700	950	0
By Order	15.2.7	L	Very Large	Crown lift		650	850	0
By Order	15.2.7; 15.2.22	LR	Small	Crown lift and remove climbing plant		20	30	
By Order	15.2.7; 15.2.22	LR	Medium	Crown lift and remove climbing plant		80	90	
By Order	15.2.7; 15.2.22	LR	Large	Crown lift and remove climbing plant		80	90	
By Order	15.2.7; 15.2.22	LR	Very Large	Crown lift and remove climbing plant		160	180	
By Order	15.2.7; 15.2.17	LJ	Small	Crown lift and remove stake & tie		70	80	0
By Order	15.2.7; 15.2.17	LJ	Medium	Crown lift and remove stake & tie		30	50	0
By Order	15.2.7; 15.2.17	LM2	Small	Crown lift and retie		10	20	0
By Order	15.2.7; 15.2.17	LM3	Small	Crown lift and retie tree to half-size stake		10	20	0
By Order	15.2.7; 15.2.17	LM3	Medium	Crown lift and retie tree to half-size stake		10	20	0
By Order	15.2.7; 15.2.9; 15.2.6	LSW	Small	Crown lift, shorten laterals and remove dead wood		20	30	
By Order	15.2.7; 15.2.9; 15.2.6	LSW	Medium	Crown lift, shorten laterals and remove dead wood		180	220	0
By Order	15.2.7; 15.2.9; 15.2.6	LSW	Large	Crown lift, shorten laterals and remove dead wood		200	300	0
By Order	15.2.7; 15.2.9; 15.2.6	LSW	Very Large	Crown lift, shorten laterals and remove dead wood		430	800	0
By Order	15.2.17	M1	Small	Restake & retie sapling to stake using one full stake & two ties		20	30	0
By Order	15.2.17	M1	Small	Restake & retie sapling to stake using one half stake & one tie		10	20	0
By Order	15.2.17	M2	Small	Retie sapling to full stake using two ties		80	120	0
By Order	15.2.17	M2	Small	Retie sapling to half stake using single tie		50	80	0
By Order	15.2.17	M3	Small	Reduce stake to half-stake and retie		130	180	0
By Order	15.2.17	M4	Small	Insert one full length stake into vacant tree pit		10	20	0
By Order	15.2.20	M5	Small	Apply mulch to depth 50mm, pit not exceeding 1m.sq		10	20	0
By Order	15.2.20	M6	Small	Top up soil in tree pit not exceeding 1m.sq to level with surrounding surface		10	20	0

						For tendering purposes only		
Payment	Specification Paragraph	Work Code	Tree Size	Works Description	Unit Price (£) (b)	Estimated Average Annual Quantity (a)	Estimated Maximum Annual Quantity	Estimated Average Annual Value (a) x (b)
By Order	15.2.15	M7	Small	Replant sapling including full stake & two ties		10	20	0
By Order	15.2.11	P	Small	Formative pruning		10	20	0
By Order	15.2.9	S	Small	Shorten lateral growth on one side only by up to 5m		10	20	0
By Order	15.2.9	S	Medium	Shorten lateral growth on one side only by up to 5m		80	140	0
By Order	15.2.9	S	Large	Shorten lateral growth on one side only by up to 5m		60	90	0
By Order	15.2.9	S	Very Large	Shorten lateral growth on one side only by up to 5m		60	80	0
By Order	15.2.9; 15.2.6	SW	Medium	Shorten lateral growth on one side only by up to 5m and remove all dead wood		10	20	0
By Order	15.2.9; 15.2.6	SW	Large	Shorten lateral growth on one side only by up to 5m and remove all dead wood		10	20	0
By Order	15.2.9; 15.2.6	SW	Very Large	Shorten lateral growth on one side only by up to 5m and remove all dead wood		10	20	0
By Order	15.2.4	T	Small	Crown thin		60	70	0
By Order	15.2.4	T	Medium	Crown thin		280	450	0
By Order	15.2.4	T	Large	Crown thin		230	260	0
By Order	15.2.4	T	Very Large	Crown thin		200	250	0
By Order	15.2.4; 15.2.22	TR	Small	Crown thin and remove climbing plant		10	10	
By Order	15.2.4; 15.2.22	TR	Medium	Crown thin and remove climbing plant		10	10	
By Order	15.2.4; 15.2.22	TR	Large	Crown thin and remove climbing plant		10	10	
By Order	15.2.4; 15.2.22	TR	Very Large	Crown thin and remove climbing plant		10	10	
By Order	15.2.6	W	Small	Remove dead wood		10	20	0
By Order	15.2.6	W	Medium	Remove dead wood		40	50	0
By Order	15.2.6	W	Large	Remove dead wood		70	90	0
By Order	15.2.6	W	Very Large	Remove dead wood		160	180	0

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BILL OF QUANTITIES No T2

Tree Maintenance: Price Factors Applicable to Scheduled Tree Maintenance Bill of Quantities No.10/1

Indicate below which of the Site Categories (paragraph 9) has been used to provide the Base Prices in Tree Maintenance Bill of Quantities No.T1 by writing Base Price against the appropriate Site Category.

Indicate the Price Factor applicable to each remaining Site Category as a percentage increase, if any, on the Base Prices indicated in Tree Maintenance Bill of Quantities No.T1. (paragraph 9). If there is no percentage increase on the Base Price indicate this by writing the word "Zero".

Site Category	Estimated percentage of total tree stock in Category	Price Factor (percentage increase on Base Prices)
Highways Site	30%	
Open Site	55%	
Remote Site	10%	
Confined Site	1%	
As Yet Unclassified	4%	-----N/A-----

PART B “DETAILED RATES” FOR EMERGENCY SERVICES

Bill of Quantities No.T3

Tree Maintenance: Unscheduled Hourly Rates (“Emergency Services”)

Payment	Specification Paragraph	Work Code	Works Description	Hourly Rate (£/hr) (b)	For tendering purposes only		
					Estimated Average Hours per year (a)	Estimated Maximum Hours per year	Estimated Average Annual Value (a) x (b)
By Order	Section 15 Generally	X	Unscheduled tasks carried out during Normal Working Hours including Emergency tasks		1000	1250	0
By Order	Section 15 Generally	XO	Unscheduled Emergency tasks carried out Outside of Normal Working Hours (estimate to be advised)		xx	xx	0

Total of Estimated Average Annual Value of Bill No T3 to be carried forward to Tree Maintenance Summary

0

PART C: EMERGENCY SERVICES ANNUAL SUM
BILL OF QUANTITIES No T4
Tree Maintenance: Emergency Response Service

Payment	Specification Paragraph	Work Code	Works Description	Estimated Average Hours Per Year (a)	Estimated Maximum Hours Per Year	Hourly Rate (£/hour) (b)	Fixed Annual Price (a) x (b)
13	Section 15.4	N/A	Fixed Annual Fee to provide 24hr Emergency Response Service	N/A	N/A	N/A	

Total of Annual price of Bill No T4 to be carried forward to Tree Maintenance Summary

0

