

## **Parish Lengthsman Contract (2 years)**

1<sup>st</sup> April 2026 – 31<sup>st</sup> March 2028

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Note: This tender document is to be completed in full and returned in total as the tender offer

#### Invitation to Tender

#### 1) Introduction

Ross-on-Wye Town Council is the local authority for the parish of Ross-on-Wye including Ross Rural Parish.

Ross-on-Wye Town Council wishes to procure a contractor for the Lengthsman Service. To include the maintenance of drainage assets.

To arrange a site visit, please contact Ross-on-Wye Town Council on 01989 562373 and speak to the Operations Manager, Esme Hall.

#### 2) Contract term

The contract duration will be for a minimum of 2 years starting on the 1st April 2026.

#### 3) Timetable

Issue Invitation to Tender	December 2025
Contractor Visits	January 2026
Deadline for clarification questions	14 <sup>th</sup> February 2026
Receive Response from Tenderers	21st February 2026 MIDDAY
Interviews for shortlisted tenderers	W/C 2 <sup>nd</sup> March 2026
Contract Award	W/C 9 <sup>th</sup> March 2026
Contract Start Date	1 <sup>st</sup> April 2026

Once the council has reached a decision in respect of the contact award, it will notify all tenderers of its decision as soon as is reasonably practicable.

#### 4) Instructions to Tenderers

The instructions are designed to ensure all Potential Providers are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified.

The Council will not be responsible for any costs or expenses you incur in preparing or delivering, or in the evaluation of the tender, nor with any costs or expenses incurred with the formation of a contract should you be successful. You are deemed to have obtained at your own expense, all information necessary for the preparation of your tender. Tenderers shall be expected to visit the locations where the Services will be performed to satisfy itself as to the facilities for access and all other site conditions likely to affect the accuracy and completeness of tender offers.

All information contained in the invitation to tender shall be treated as confidential except insofar as is necessary to be disclosed for the purposes of obtaining quotations essential for the preparation of your tender.

#### Your tender must include:

- The completed schedule of prices for the work set out in the Schedule (Appendix E). All pricing should be stated exclusive of VAT. A price shall be inserted against each item of the Form of Tender.
- A copy of your insurance policy. Public Liability Insurance must be a minimum of £5,000,00 and it must cover at least the start of the period of the tender.

- A written risk assessment covering all work carried out under this Contract. If there are more than 5 employees, a copy of your Health & Safety policy must be supplied.
- A copy of your waste carrier registration document or other appropriate licenses
- Two business references for work that is either currently being undertaken or has taken place within the past year
- The completion of the Health and Safety Assessment Questionnaire and submission of relevant covering documentation

Please read these instructions and specification carefully. Please note that if the above items are not included in your submission, the council reserves the right to remove your company from the selection process.

Any queries or requests for clarification relating to this tender must be made by email to <a href="mailto:amenities@rosstc-herefordshire.gov.uk">amenities@rosstc-herefordshire.gov.uk</a> no later than 14<sup>th</sup> February 2026. Ross-on-Wye Town Council will endeavour, so far as practicable, to response to all clarifications as soon as possible.

All questions within the tender response form should be answered. Additional information. Evidence can be appended to the document to the tender response form. The form of tender document must be signed and dated. Failure to do so may result in your company being removed from the selection process.

Tenders shall remain open for an initial acceptance for a minimum of 90 calendar days, although the Council may ask you to extend the period of validity.

Due to the variation in funding from Herefordshire County Council the Council reserves the right to amend, adapt or terminate the contract in line with the termination clause.

The original signed tender must be returned in a sealed envelope marked:

Tender – Private & Confidential The Town Clerk Ross-on-Wye Town Council Town Hall Cantilupe Road Ross-on-Wye HR9 7AN

Or sent electronically as a PDF file marked Private & Confidential to: <a href="mailto:amenities@rosstc-herefordshire.gov.uk">amenities@rosstc-herefordshire.gov.uk</a>

The signed tenders must be received by no later than **21**<sup>st</sup> **February 2026 MIDDAY**. All documents must be received including the Form of Tender (Appendix D), along with completed Business Qualification Questionnaire (Appendix E) and Contractor Questionnaire (Appendix F).

#### 5) Disclaimers

The information in this tender document is provided in good faith but is not guaranteed to be complete or verified. The Ross-on-Wye Town Council make no representations or warranties regarding its accuracy or completeness and accept no liability for any loss arising from its use, except in cases of fraudulent misrepresentation.

#### 6) Evaluation of Tenders

All tenders will be evaluated against the selection criteria set out in the table below:

Selection Criteria	Weighting
The Total Cost of the service	50% of the total score
The Quality of the solution in terms of functionality and infrastructure	40% of the total score
Health and Safety	5% of the total score
References	5% of the total score

The Council shall be under no obligation to accept the lowest tender or award a contract for all or any part of the requirement set out in the Invitation to Tender, to any tenderer or at all.

You may be required to answer any Council queries on your proposal and to attend formal meetings with the Council during the tender evaluation period. Additionally, the Council may wish to visit tenderers' premises to view the facilities and systems that may be used to deliver the service.

#### 7) Canvassing

Any contractor who directly or indirectly canvasses any member or official of the Council concerning the award of the contract for the provision of the Goods/Services, or who directly or indirectly obtains or attempts to obtain information from any such member or official concerning any other tender for the Goods/Service will be disqualified. If discovery occurs after the award of the contract, the Council shall then be entitled to summarily terminate the contract.

#### 8) Awarding of the contract

The successful Contractor will be contacted by phone and letter once the Contract has been awarded.

The successful tender together with the Council's written acceptance shall form a binding Agreement in the terms of the Contract documents.

#### **Appendix A - Standard Condition of Contract**

#### 1) Health & Safety

The Contractor shall at all times comply with all statutory and other provisions to be observed in connection with the Service and in particular the requirements of the Health & Safety at Work Act 1974 in addition to any other legislation pertaining to health and safety.

The Authorised Officer may suspend the Service under the terms of the Contract in the event of non-compliance by the Contractor for the failure of complying with health and safety law, regulations and procedures. All additional costs, fees and expenses occasioned by such suspension shall be borne by the Contractor, including those costs incurred to return the programme of works back to schedule.

On awarding of the contract, and prior to the start date the Contractor will provide:

- A full suite of Risk Assessments, Safe Systems of Work and Method Statements for all works undertaken.
- Contact details of the individual in the organisation responsible for coordinating Health & Safety.
- Copies of all COSHH assessments associated with products to be used on this contract.

In the event of an accident, incident, potentially dangerous occurrence, the contractor will inform the council within 48 hours of the occurrence.

#### 2) Contract monitoring

The Authorised Officer has the right to inspect all the services executed by the Contractor at any time.

Joint inspections shall be undertaken at least twice yearly, by the Authorised Officer and Contractor to assess performance and quality of work completed in each area.

From time-to-time health and safety audits will be carried out by the Authorised Officer.

The Contractor will make available to the Authorised Officer a copy of their proposed Annual Maintenance Plan at the start of each year of the contract. The plan will show the planned dates and locations when works are to be carried out throughout the year and shall be approved by the Authorising Officer prior to works commencing.

Deviation from the approved Annual Maintenance Plan, due to poor weather, mechanical breakdown etc must be reported to the Authorised Officer and a new date stated.

At the end of each month the Contractor will submit completed work plan to the Authorised Office for "sign off" as confirmation of completed works, including copies of waste transfer notes.

Measure	Definition	Result
Response Time (Reactive	Time taken to review the job	Urgent works – 2 Working
works)	and provide a quotation	Day Non Urgent works – 5
	following an alert from an	Working Days
	Authorised Officer.	
Completion time (Reactive	Time taken to successfully	Urgent works – 3 Working
works)	undertake the works	Day Non Urgent works – 7
	following acceptance of the	Working Days
	quotation.	

Completion (Planned works)	Works competed on schedule as determined at the start of the contract.	100% completion
Quality (Planned and Reactive works)	Works carried out the satisfaction of the Operations Manager.	100% of jobs completed satisfactorily
Health and Safety (Planned and Reactive works)	Number of reported accidents, incidents and dangerous occurrences.	O accidents, incidents and dangerous occurrences reported

#### 3) Vehicles, Plant and Equipment

The Contractor shall at all times provide, replace and maintain in good repair and condition all vehicles, plant and equipment necessary for the performance of the Services associated with this Contract.

All vehicles shall remain fit for their intended purpose to the satisfaction of the Authorised Officer.

So far as is reasonably practicable all vehicles shall be capable of working without causing spillage or nuisance. In the event of any type of leakage or spillage the Contractor shall take immediate action to effect proper containment and clear up. The Contractor shall notify the Authorised Officer as soon as practically possible of any spillage likely to give rise to damage to the environment including the highway surface or pollution of road gullies, ditches, rivers, Sustainable Drainage Systems (SUDS) and any land subject to protection, e.g. Sites of Special Scientific Interest (SSSI).

#### 4) Duration of Contract

The duration of the Contract will be from 1st April 2026 until 31st March 2028.

#### 5) Payment

The annual Contract Sum shall be paid in equal 1/12th instalments upon receipt of invoice.

Invoices presented for payment must include a schedule of works completed during the relevant period including the dates of work and copies of waste transfer notes.

#### 6) Insurance

The Contractor is required to have a minimum of £5m public liability insurance.

The Contractor shall indemnify the Council against any claim or proceedings for any injury or damage to any property or persons or animals as a result of negligence, poor workmanship or failure to notify the Council of any action likely to cause injury or damage to a third party.

#### 7) Termination of contract

In the event the Contractor fails to provide the Service or any part thereof in accordance with the Schedule of Works and they are not addressed to the satisfaction of the Authorised Officer, the Council shall be entitled to make alternative arrangements to rectify the situation, the costs of which will be borne by the Contractor.

The contract may be terminated by the Council following repeated or persistent breach of performance of the works or gross misconduct by giving no less than four weeks' notice in writing.

Should grant funding from Herefordshire County Council be reduced or discontinued the Council has the right to review the service provision within this tender. If financial restrictions dictate the Council may be required to terminate the contract prior to the end date. In the event of the Council terminating the contract the Contractor will not have a claim for additional payment or recompense or compensation. The Council will give no less than 12 weeks' notice of termination in this case.

#### Appendix B - Schedule of Works

#### 1) Highway Gully Maintenance

#### General

- a) All gullies shall be inspected prior to the commencement of any maintenance, all litter, stones, branches, and other debris that have the potential to cause personal injury or damage to machinery, equipment and installations shall be removed and disposed of by the Contractor.
- b) The Contractor shall take clear before and after photographs of each gully inspected and/or cleaned, as part of the due diligence requirements for Herefordshire County Council.

#### Standard

- a) Should the Contractor cause damage to the surface or gullies during maintenance operations whether or not the Authorised Officer has agreed to such operations take place, the Contractor shall reinstate such damage to the satisfaction of and within the time period stipulated by the Authorised Officer. In failing to do so, the Authorised Officer may instruct other persons to carry out such work with the cost of so doing being deducted from monies due to or becoming due to the Contractor or recovered as a debt.
- b) To ensure the programme of gully cleaning is efficient it is good practice to use the recorded silt levels when determining the frequency of cleaning. For example, if a gully is more prone to becoming full of silt and therefore working less effectively then it will be programmed for more frequent cleaning. This may mean that some gullies are cleaned more than once a year and others will be cleaned less than once a year.
- c) The gully cleaning programme is designed to clean all known gullies at least once during the year.
- d) Missed gullies should be revisited at the earliest opportunity to ensure that maintenance is carried out. Any broken or damaged gully lids must be reported to the Authorising Officer, jammed gullies should be freed from all obstructions and every effort must be made to carry out programmed maintenance.
- e) Where it is apparent that problems exist that cannot be dealt with through gully cleaning operations or routine maintenance activities or where there are capacity issues in the underlying drainage network, such issues must be brought to the attention of the Authorising Officer.
- f) The Contractor is to provide an Annual Maintenance Plan, which is to be approved by the Authorising Officer prior to any work commencing.

#### Specification of works

- a) Each gully on B,C & U classification of roads within Ross-on-Wye will be visited at least once per contract year (Appendix C)
- b) Out let pipes must be checked to ensure that they are not blocked or silted up. If they are found to be silted up, then this must be removed as far as it is practical to do so and jetted to ensure water flow.
- c) A record of completed gullies must be submitted to the Authorised Officer containing a list of road names and number of gullies completed, plus any gullies missed along with any that are requiring remedial action, accompanied by clear before and after photographs.

#### 2) The Environment

a) The Contractor shall ensure that every effort is made to prevent pollution of the environment and harm to human health. Where possible and practical, only biodegradable, non-toxic, non-hazardous materials and substances shall be used in carrying out the Service.

- b) The Contractor shall take all necessary preventative measures to ensure that no aqueous waste or contaminated water arising from the provision of the Service enters the public waterways, or watercourses.
- c) The Contractor shall take all reasonable precautions to minimise noise from any vehicles, plant and machinery used in the delivery of the Service.
- d) The Contractor shall make arrangements to ensure that litter and organic waste e.g. leaves are segregated to enable recycling and composting.

#### 3) Waste disposal (including organic waste)

- a) The Contractor shall be registered to the satisfaction of the Council, prior to Commencement of the Contract, as a waste carrier and shall meet all costs in connection with this registration.
- b) Unless otherwise agreed by the Authorised Officer, the disposal of waste generated in the execution of this Contract must be disposed of in an approved processing facility.
- c) All organic/green waste (including leaves) collected in the delivery of this Contract must be diverted from landfill. Litter and other contaminants shall be removed from such waste as far as is practicably possible. The Contractor shall make his own arrangements for the disposal of organic/green waste. The cost of the disposal of all green waste, leaves and contaminates collected within the green waste shall be borne by the Contractor.
- d) The Contractor shall include all waste disposal costs within their Fixed Price submission.
- e) The Contractor will submit copies of Waste Transfer Notes and Weighbridge Tickets with their monthly invoice to ensure compliance.

## Appendix C - Site Plans

## 1) Highway Gully Maintenance

Road Number	Road Name	Frequency
B4234	Walford Road	Once
B4234	Copse Cross Street	Once
B4234	Broad Street	Twice
B4234	Brookend Street	Twice
B4234	Overross Street	Once
B4234	Ledbury Road	Once
B4260	Wilton Road	Once
B4260	High Street	Once
B4260	Gloucester Road	Once
	Smallbrook Road	Once
C1273	Millpond Street	Once
	Brampton Street	Once
C1274	Archenfield Road	Once
C1276	Roman Way	Once
C1279	Alton Road	Once
U70262	The Glebe	Once
	Parsons Croft	Once
U70265	The Mead	Once
U70422	Overross Farm	Once
U70423	Overross Close	Once
U70436	Oak Tree Rise	Once
U70438	Frome Valley Way	Once
U70439	Three Choirs Close	Once
U70440	Sugarloaf Cresent	Once
U70600	Wye Street	Once
U70601	Edde Cross Street	Once
	Trenchard Street	Once
U70602	New Street	Once
U70603	Kyrle Street	Once
U70604	Homs Road	Twice
U70605	Cawor Arch Road	Once
U70606	Nursery Road	Once
U70607	Hill Street	Once
U70608	Henry Street	Once
U70609	Station Street	Once
U70610	Cantilupe Road	Once
U70611	Woodview Lane	Once
U70612	Ryefield Road	Once
U70613	Weston Grove	Once
U70614	North Road	Once
U70615	Station Approach	Once
U70616	Checkley Close	Once
U70618	Brookfield Road	Once
U70619	Mount Pleasant	Once
U70620	Oak Road	Once
U70621	Brampton Ave	Once

U70622	Brampton Close	Once
U70623	Cawdor	Once
U70623	Three Crosses Road	
U70625	Three Crosses Road  Three Crosses Close	Once
U70625	Hill View Road	Once
		Once
U70627	Springfield Road	Once
U70628	Mayhill Road	Once
U70629	Wallhouse Road	Once
U70642	Verschoyle Gardens	Once
U70643	Oaklands Court	Once
U70644	Vaga Crescent	Once
U70645	Quarry Close	Once
U70648	Brookmead	Once
U70649	Market Place	Once
U70650	Primrose Close	Once
U70651	Orchid Close	Once
U70652	Bluebell Close	Once
U70653	Honeysuckle Close	Once
U70654	Foxglove Close	Once
U70655	Court Road	Once
U70656	Arundel Close	Once
U70657	Berkeley Close	Once
U70659	Beechwood	Once
U70660	Great Western Court	Once
U70662	Grammer School Close	Once
U70663	Smallbrook Gardens	Once
U70665	Blenheim Close	Once
U70664	Rudhall Meadow	Once
U70666	Chatsworth Close	Once
U70667	Sandringham Close	Once
U70668	Riverview	Once
U70669	Old Tannery Way	Once
U70670	Beamhouse Drive	Once
U70671	Saddlers Rise	Once
U70672	Cordwainers Lane	Once
U70701	Camp Road	Once
U70702	Waterside	Once
U70703	Park Walk	Once
U70704	Alton Close	Once
U70705	Chase Side	
U70706	Chase Road	Once
U70707	Old Gloucester Road	Once
0/0/0/	Church Street	Once
U70708	Old Maids	Once
1170700		Once
U70709	Church Close	Once
U70710	Royal Parade	Once
1170710	St Marys Street	Once
U70712	Redhill Road	Once
U70713	Middleton Ave	Once
U70714	The Shrubbery	Once

U70715	Palmerston Road	Once
U70716	Ashfield Cresent	Once
U70718	Kent Ave	Once
U70717	The Avenue	Once
U70719	Sussex Ave	Once
U70720	Merrivale Lane	Once
U70721	Princess Way	Once
U70722	The Gresleys	Once
U70724	Blake Ave	Once
U70725	Woodland View	Once
U70726	Lakeside Drive	Once
U70727	Merrivale Cresent	Once
U70728	Merrivale Ave	Once
U70729	Eastfirld Ave	Once
U70730	Fernbank Road	Once
U70731	Woodmeadow Road	Once
U70732	Chapel Road	Once
U70733	Tudor Street	Once
U70734	Tudor Rise	Once
U70735	Tudor Rise	Once
U70736	Tudor Rise	Once
U70737	Walford Ave	Once
U70738	Purland	Once
U70740	Duxmere Drive	Once
U70741	Goodrich Close	Once
U70742	Falaise Close	Once
U70743	Tinitern Close	Once
U70744	Conde Close	Once
U70745	Vectis Close	Once
U70746	Glevum Close	Once
U70747	Isca Close	Once
U70748	Juniper Close	Once
U70749	Corinium Road	Once
U70750	Danum Road	Once
U70751	Watking Street	Once
U70752	Bakers Oak	Once
U70753	Laburnum Close	Once
U70754	Rowan Close	Once
U70755	Sycamore Close	Once
U70756	Beech Close	Once
U70757	Lincoln Close	Once
U70758	Silver Birches	Once
U70759	Redwood Close	Once
U70760	ACCESS ROAD ALTON ROAD INDUSTRIAL ESTATE	Once
U70761	Firsmead	Once

This list is to be used as a guide only

# Appendix D - Form of Tender QUOTATION FOR TWO YEAR CONTRACT - FIXED PRICE

# Part 1 Highway Gully Maintenance

			QTY				Contract
Location	DESCRIPTION	ACTIVITY		UNIT	FREQ	Rate	Sum
Various	Routine cleaning	Any silt, detritus or litter within the gully chamber must be		No	1		
(as per Site Plan)	of gullies	removed to a level of not less than 450mm below the out let pipe. All silt, detritus and litter to be removed from site and disposed of in accordance with section 5 Waste Disposal.					
Various (as per Site Plan)	Routine cleaning of gullies	Any silt, detritus or litter within the gully chamber must be removed to a level of not less than 450mm below the out let pipe. All silt, detritus and litter to be removed from site and disposed of in accordance with section 5 Waste Disposal.	68	No	2		

Total Fixed Price per year £Total Fixed Price	e for 2-year Contract £	£Total Fixed Price for 2-year Contract In words
NAME	SIGNED	DATE

## Appendix E - Business Qualification Questionnaire

## **Details relating to Prospective Tenderer**

1.	Name:
2.	Address:
3.	Telephone number:
4.	Email:
5.	Contact Name and Position in Company:
6.	Nature of Business:
7.	If the Business is a Company:
	Is it a Subsidiary of another Company?
	If yes, please give details:
8.	Date of Business formation:
9.	Please state number of grounds maintenance employees:
10.	Please give any other details, which you feel may be relevant, for example, similar Contracts in the area or for similar authorities, etc:
11.	Please provide a copy of Companies House registration and Company Number
Signed:	
Positio	n:
Date:	

#### Appendix F – Contractor Questionnaire

#### **Health and Safety Assessment Questionnaire**

To be completed by the contractor in all cases. Failure to do so may result in the contractor being removed from the company's approved selected list.

#### <u>General</u>

Name of Company:	
Telephone number:	
Contact for further information:	
Email address:	
Trade/Activity:	

Please complete this questionnaire as part of our contractor review process.

Please supply a copy of your Health and Safety	Attached YES/NO
Policy/Statement	
What is the nature of your business?	
Approximately how many people are directly	
employed by your company?	
Total no. of persons indirectly working under	
your control at any one time?	
Please provide copies of your Employers' &	Attached YES/NO
Public Liability Insurance and, if applicable,	
Professional Indemnity Insurance	
Please provide contact details of the individual	
in your company responsible for coordinating	
Health and Safety matters	
Attach, your latest Company accident statistics.	Attached YES/NO
During the past 3 years has any person, not	
being an employee or person working under	
your control, for example, a member of the	
public, been injured as a result of your work	
activity? If YES, please provide details	
How does your organisation ensure that plant,	
equipment, and vehicles for use are kept in a	
safe condition and good state of repair?	

Has your company or individuals employed by your company been prosecuted for breaches of health and safety within the last 5 years? If YES, please provide details	
Who acts as your company Health and Safety	Name:
Advisor/supervisor or any other organisation	
acting in that capacity on your behalf?	Address:
	Telephone:
	Details of safety qualifications held:
Do you employ sub-contractors or agency staff?	
If YES please provide contact details.	
Does your company assess the health and	
safety competence of companies with whom	
you place contracts? If YES, please give details	
Please provide copies of relevant Risk	Attached YES/NO
Assessments, Method Statements and Safe	
Systems of Work.	
Please provide COSHH assessments for	Attached YES/NO
materials that you will be using on site	
Declaration  I hereby declare that the above information is true understand that if false information has been give contract that may be entered into.	
Signed:	
Print name:	
Date:	
Title/Position:	
For (Company):	

## Appendix G – Checklist

Please ensure you have provided up to date copies of the following:

Checklist	(please tick)
Health and Safety Policy/Statement	
Employers' & Public Liability Insurance and, if applicable,	
Professional Indemnity Insurance	
Latest company accident statistics	
Accident Reporting/Investigating Procedure	
Relevant Risk Assessment for tasks being carried out	
Relevant Method Statement for tasks being carried out	
Certificate of Competency	
COSHH Assessment	
Safe Systems of Work	