

**GOSPORT BOROUGH COUNCIL (The Authority)**

**INVITATION TO QUOTE (ITQ)**

**PUBLISHED: 6 March 2024 FOR:**

**Review of Tree Preservation Orders**

**RESPONSE DEADLINE: 12:00pm, 4 April 2024**

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* Schedule 1 – Draft Consultancy Contract

# Introduction

Gosport Borough Council (The Authority) is inviting quotations for a consultant to assist in the review of around 75 Tree Preservation Orders (TPO) covering approximately 750 trees in locations across the Borough of Gosport. The Authority will provide details of the locations of trees to be assessed once the contact has been signed by both parties and before the commencement of the review.

# Specification / Requirements

The Consultant will need to visit the sites to assess the location, health and amenity value of the trees. Existing TPO’d Trees are to be assessed using TEMPO methodology (Tree Evaluation Method for Preservation Orders), or any alternative as may be agreed by GBC) for their value, their location plotted and condition surveyed. Any other trees in the locality are also to be assessed for worthiness to be made subject of a TPO.

The Consultant will make a recommendation as to the worthiness of all trees for continued protection. Each review shall be accompanied by an accurate plan, at an appropriate scale, with each tree clearly identified.

Assessments are to be carried out by suitably experienced and qualified persons familiar with TEMPO assessments (details of the qualifications and experience of the persons to carry out the review should be provided with your quotation).

# Health and Safety

All personnel participating in the review must be provided with and use / wear appropriate Personal Protective Equipment (PPE) suitable for the task. All PPE shall be to relevant British Standard or equivalent. All operatives shall wear safety footwear and Hi-Visibility waistcoat or jacket of the appropriate class at all times for the duration of being on site.

# Insurance

The successful consultant will maintain the following insurance cover for the duration of the commission and provide evidence of cover to the Authority at any time when requested by the Authority.

|  |  |
| --- | --- |
| **Insurance:** | **Minimum value required** |
| Public Liability | £10 million |
| Employee Liability | £5 million |
| Professional Indemnity | £1 million |

# Procurement Timetable

|  |  |
| --- | --- |
| **Event** | **Indicative Date** |
| Invitation to Quote published | 6 March 2024 |
| Deadline for clarifications | 21 March 2024 |
| Deadline for receipt of quotes | 12:00pm, 4 April 2024 |
| Evaluation completed by | 19 April 2024 |
| Notification of award decision | 25 April 2024 |
| Commencement date | 3 June 2024 |
| Inspection completion date | 31 August 2024 |
| Report submitted by | 30 September 2024 |

# Instructions on submitting a response

Please provide a full breakdown of costs in your quotation, setting out what services you are providing and provision for any follow up queries from the Council. If awarded the contract your review document should be submitted no later than 30 September 2024.

Please provide your quotation as an attachment with a quotation reference; this must be your full and final price, and must be submitted through the South East Business Portal (SEBP), also known as Proactis no later than the time and date specified in the above timetable. Your quotation should be accompanied by details of the relevant qualifications and experience of the persons who will be undertaking the review.

# Clarifications

All requests for clarification should be submitted no later than the date specified in the Procurement timetable, using the messaging facility on the Proactis procurement portal.

Questions received after the deadline date may not be answered. If the potential provider expresses that the question is confidential and GBC agrees that it is, then the response will be sent only to the potential provider raising the question. If GBC disagrees, they will inform the potential provider and allow them to withdraw their question.

Suppliers may be required to clarify their submission. Requests for clarification will be issued via the messaging function on the Proactis portal. Suppliers are required to respond to requests for clarification as requested and, no later than within 3 working days.

# Evaluation

Quotes received on time will be evaluated on best total price, providing the quote meets the requirements stated in this ITQ.

# Award

The award decision will be notified via the Proactis portal after the deadline for responses has passed and the quotes have been evaluated.

The Authority reserve the right to decline to make an award, or to abandon or cancel the procurement process. The Authority will not be responsible for any costs or expenses incurred as a result of following this course of action.

Any costs incurred by the Supplier in responding to this ITQ or in support of activities associated with the response to this ITQ are to be borne by the service provider and are not reimbursable by the Authority.

Following award, the Authority shall order services via purchase order which is sent electronically via email. This document will include a unique reference number, which must be stated on associated documentation, such as delivery notes and invoices.

The Authority pay all invoices in arrears following completion of the service. The contractor shall provide the Council with an invoice within 30 days of service completion/goods delivered. Invoices must detail:

* The name and address of the Council (as displayed on the purchase order)
* The Contractor name and address
* The Contractor bank details
* The relevant Council Purchase Order number
* A unique invoice number
* Full breakdown of the service provided
* All costs, VAT charged and VAT number (if applicable)

Invoice can be submitted via post or electronically via email, the email address will be displayed on the purchase order.

# Terms and Conditions

In submitting a response to this Invitation to Quote, potential providers do so on the conditions set out in the consultancy contract, which is attached to this invitation. In the event of any breach of the conditions, the Authority shall be entitled to terminate any arrangement made as a result of such procurement.

# Conduct and Conflicts of interest

The consultant shall not, before the date and time specified for return of the quote, communicate to any person the amount or approximate amount of the quote or proposed quote, except where the disclosure in confidence of the approximate amount of quote is necessary to obtain insurance cover.

The quote shall be a bona-fide quote and shall not be fixed or adjusted by, under, or in accordance with any agreement or arrangement with any other person.

Consultants shall not enter into any agreement or arrangement with any other person with the intent that the other person shall refrain from submitting a quote.

Consultants must not, in connection with the proposed quote:

* offer any inducement, fee or reward to any member or officer of the Authority/Council
* do anything which would constitute a breach of the Bribery Act 2010 or the Section 117 (2) Local Government Act 1972, or
* canvass any of the persons referred to above in connection with the provision;
  + or contact, any member or officer of the Authority/Council or any person acting as an advisor to the Authority/Council (except as authorised by this Invitation to Quote for the purpose of asking genuine questions about the process or the provision) about any aspect of the proposed provision or for soliciting information in connection therewith.

Consultants are responsible for ensuring that no conflicts of interest exist between the Consultants and its advisors and the Authority and its advisors. Any Consultant who fails to comply with this requirement may be disqualified from the procurement process at the discretion of the Authority. Any conflicts of interests must be declared to the Authority at the earliest opportunity.