

Castle Bromwich Parish Council

Council Office, Arden Hall, Water Orton Road,
Castle Bromwich, Solihull, B36 9PB

0121 747 6503

counciloffice@castlebromwichpc.gov.uk

www.castlebromwichpc.gov.uk



TENDER FOR GROUNDS MAINTENANCE

12th January 2022

TO WHOM IT MAY CONCERN:

On behalf of the Parish Council, the Leisure Services Committee would like to invite tenders for the maintenance of grounds and open spaces under the control of Castle Bromwich Parish Council, in accordance with the information supplied (insurance questionnaire, articles of agreement, tender procedures and standing orders, specification, location maps).

- The contract is to commence on 1st April 2023, for an expected period of 4 years, to 31st March 2027.
- TENDERS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING INSTRUCTIONS. TENDERS NOT COMPLYING WITH THESE INSTRUCTIONS IN ANY DETAIL MAY BE REJECTED BY THE COUNCIL WHOSE DECISION SHALL BE FINAL.
- Prospective tenderers should 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 agreement to abide by the standing orders (supplied).
- Please complete detailed pricing schedule for all items being tendered for.
- It is the responsibility of prospective tenderers to obtain for themselves at their own expense any additional information necessary for the preparation of their tenders.
- Contract evaluation will be based on both quality and price and tenderers may be required to demonstrate their ability to deliver a quality service.

- Quality assessment will be based upon references from previous and current clients, copies of which you should supply from 2 sources of your choice.
- The Contractor should formally supply a nominated person responsible for the management of the work undertaken.
- As the Council is a public authority, your tender may be in the public domain and if you have any sensitive documents which would be prejudicial to your commercial interests you should specify in your tender your preference for their confidentiality to be restricted.
- Sub-contracting will not be allowed without prior permission of the Parish Council to carry out the works specified.
- If short listed, you will be invited to present your tender to the Grounds Maintenance Tender Working Party (date and time to be confirmed)

Enquiries on this tender and arrangements for site visits, if required, should be directed to the Clerk to the Council.

Thank you for your interest. Please ensure your tender is correctly submitted by 12 noon on 8th February, 2023 to the Council Office by email marked "GROUNDS MAINTENANCE TENDER 2023-27"

Gemma Burgess
 Clerk to the Council
 0121 747 6503
clerk@castlebromwichpc.gov.uk

Map	1	Castle Bromwich Parish Boundary	
	2	Castle Bromwich Parish Boundary	
	3	Arden Hall and playing Fields	B36 9PB
	4	Whateley Green	B36 0AH
	5	The Village Green, War Memorial Garden & Little Green	B36 9AR
	6	Hob Farm, entrance on	B36 0HR
	7	Bradford Gardens	B36 9BP
	8	Arden Hall Playing Fields - sports pitches	B36 9PB
	9	Arden Hall and playing Fields	B36 9PB
	10	The Village Green, War Memorial Garden & Little Green	B36 9AR

INSURANCE INFORMATION

Employers' Liability provided by:
Name of your Insurer:

Public Liability provided by:
Name of your Insurer:

Address of your Insurer:

Address of your Insurer:

Policy No:

Policy No:

Renewal date in each year:

Renewal date in each year:

Insurance Limit:

Insurance Limit:

General nature of cover:

General nature of cover:

Amount of excess:

Amount of excess:

Does the policy contain any restrictions, exceptions or conditions applicable to this contract? Yes / No

Does the policy contain any restrictions, exceptions or conditions applicable to this contract? Yes / No

Other information:

We confirm that if the policies fall for renewal or are substantially amended before the end of the contract we will notify the Parish Council of the failure to renew the policy or the nature of the amendments as appropriate.

Signed..... Printed.....

**On behalf of
Company Name**

Return this completed page with your tender.

Map 1

Castle Bromwich Parish Council
April 2023

Leisure Services Committee

ARTICLES OF AGREEMENT

1. The Council wishes to have provided the Services set out in the specification.
2. The contractor is willing to perform such Service in accordance with the provisions of the specification and will supply a schedule of works outlining the frequency of visits envisaged.

IT IS AGREED between the Council and the Contractor as follows:

1. This contract constitutes the sole contract or agreement between the Council and the Contractor for the performance of the Service.
2. The Contractor shall provide the Service in accordance with the provisions of the specification to the satisfaction of the Council for the Contract period and supply details/worksheets for countersigning on each occasion work is done on site.
3. So long as the Contractor shall continue to provide the Service in accordance with the provisions of the specification and to the satisfaction of the Council (reviews will take place at periodic intervals and may be delegated to the Facilities Officer to undertake), the Council shall make payments to the Contractor that are duly submitted, verified, authorised and sanctioned by the Council, in accordance with the calendar of meetings. Payments are normally processed by BACS transfer the day after the relevant Council or committee meeting.
4. During the course of the contract, the Council requires 3 month's notice from the Contractor to terminate this agreement. The Council will give 1 month's notice to the Contractor to terminate this agreement.
5. The parties hereby agree that the Council may cancel this agreement and recover any resulting losses from the Contractor if its named contact, employees or agents with or without prior knowledge a) improperly offers or gives anyone anything in order to influence the way in which any Contract with the Council is given, completed or carried out; or b) commits any offence under the Prevention of Corruption Act 1889 to 1916 or Section 117(2) of the Local Government Act 1972.
6. Unless expressly stated nothing in this Deed will create any rights under the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to this Deed.

Signed:

Signed:

Contractor.

Gemma Burgess
Clerk to the Council

*Return this page with your tender

STANDING ORDERS (EXTRACT)

18. FINANCIAL CONTROLS AND PROCUREMENT

- a. The council shall consider and approve financial regulations drawn up by the Responsible Financial Officer, which shall include detailed arrangements in respect of the following:
 - i. the keeping of accounting records and systems of internal controls;
 - ii. the assessment and management of financial risks faced by the council;
 - iii. the work of the independent internal auditor in accordance with proper practices and the receipt of regular reports from the internal auditor, which shall be required at least annually;
 - iv. the inspection and copying by councillors and local electors of the council's accounts and/or orders of payments; and
 - v. where contracts estimated at less than **£25,000** due to special circumstances are exempt from a tendering process or procurement exercise.
- b. Financial regulations shall be reviewed regularly and at least annually for fitness of purpose.
- c. A public contract regulated by the Public Contracts Regulations 2015 with an estimated value in excess of £25,000 but less than the relevant thresholds referred to in standing order 18(f) is subject to the "light touch" arrangements under Regulations 109-114 of the Public Contracts Regulations 2015 unless it proposes to use an existing list of approved suppliers (framework agreement).
- d. Subject to additional requirements in the financial regulations of the council, the tender process for contracts for the supply of goods, materials, services or the execution of works shall include, as a minimum, the following steps:
 - i. a specification for the goods, materials, services or the execution of works shall be drawn up;
 - ii. an invitation to tender shall be drawn up to confirm (i) the council's specification (ii) the time, date and address for the submission of tenders (iii) the date of the council's written response to the tender and (iv) the prohibition on prospective contractors contacting councillors or staff to encourage or support their tender outside the prescribed process;
 - iii. the invitation to tender shall be advertised via the council's own website and in any other manner that is appropriate;
 - iv. tenders are to be submitted in writing in a sealed marked envelope addressed to the Proper Officer and date-stamped upon receipt;
 - v. tenders thus received shall be opened on the specified date and time by the Proper Officer in the presence of at least one councillor and signed by both Proper Officer and councillor;
 - vi. tenders are to be reported to and considered by the appropriate meeting of the council or a committee or sub-committee with delegated responsibility.
- e. Neither the council, nor a committee or a sub-committee with delegated responsibility for considering tenders, is bound to accept the lowest value tender.
- f. **Where the value of a contract is likely to exceed the threshold specified by the Office of Government Commerce from time to time, the Council must consider whether the Public Contracts Regulations 2015 or the Utilities Contracts Regulations 2016 apply to the contract and, if either of those Regulations apply, the Council must comply with procurement rules. NALC's procurement guidance contains further details.**

Map 1

FINANCIAL REGULATIONS (EXTRACT)

11 Contracts

11.1 Procedures as to contracts are laid down as follows:

- a) Every contract shall comply with these financial regulations, and no exceptions shall be made otherwise than in an emergency provided that this regulation need not apply to contracts which relate to items (i) to (vi) below:
 - i. for the supply of gas, electricity, water, sewerage and telephone services;
 - ii. for specialist services such as are provided by legal professionals acting in disputes;
 - iii. for work to be executed or goods or materials to be supplied which consist of repairs to or parts for existing machinery or equipment or plant;
 - iv. for work to be executed or goods or materials to be supplied which constitute an extension of an existing contract by the council;
 - v. for additional audit work of the external auditor up to an estimated value of £500. In excess of this sum the Clerk / RFO shall act after consultation with the Chairman and vice-Chairman of council; and
 - vi. for goods or materials proposed to be purchased which are proprietary articles and / or are only sold at a fixed price.
- b) Where the council intends to procure or award a public supply contract, public service contract or public works contract as defined by The Public Contracts Regulations 2015 ("the Regulations") which is valued at £25,000 or more, the council shall comply with the relevant requirements of the Regulations¹.
- c) The full requirements of The Regulations, as applicable, shall be followed in respect of the tendering and award of a public supply contract, public service contract or public works contract which exceeds thresholds in The Regulations set by the Public Contracts Directive 2014/24/EU (which may change from time to time)².
- d) When applications are made to waive financial regulations relating to contracts to enable a price to be negotiated without competition the reason shall be embodied in a recommendation to the council.
- e) Such invitation to tender shall state the general nature of the intended contract and the Clerk shall obtain the necessary technical assistance to prepare a specification in appropriate cases. The invitation shall in addition state that tenders must be addressed to the Clerk in the ordinary course of post. Each tendering firm shall be supplied with a specifically marked envelope in which the tender is to be sealed and remain sealed until the prescribed date for opening tenders for that contract.
- f) All sealed tenders shall be opened at the same time on the prescribed date by the Clerk in the presence of at least two members of the council.
- g) Any invitation to tender issued under this regulation shall be subject to Standing Order 18, and shall refer to the terms of the Bribery Act 2010.

¹ [The Regulations require councils to use the Contracts Finder website to advertise contract opportunities, set out the procedures to be followed in awarding new contracts and to publicise the award of new contracts](#)

² [Thresholds currently applicable are: a\) For public supply and public service contracts 209,000 Euros \(£181,302\); b\) For public works contracts 5,225,000 Euros \(£4,551,413\)](#)

- h) When it is to enter into a contract of less than £25,000 in value for the supply of goods or materials or for the execution of works or specialist services other than such goods, materials, works or specialist services as are excepted as set out in paragraph (a) the Clerk / RFO shall obtain 3 quotations, priced descriptions of the proposed supply; where the value is below £3,000 and above £500 the Clerk or RFO shall strive to obtain 3 estimates. Otherwise, Regulation 10.3 above shall apply.
- i) The council shall not be obliged to accept the lowest or any tender, quote or estimate.
- j) Should it occur that the council, or duly delegated committee, does not accept any tender, quote or estimate, the work is not allocated and the council requires further pricing, provided that the specification does not change, no person shall be permitted to submit a later tender, estimate or quote who was present when the original decision-making process was being undertaken.

SPECIFICATION

1. Grass Cutting/Strimming and maintenance (Lined in blue maps 2-6)

- 1.1 The Contractor shall ensure that machinery and equipment, where used, shall be safe, properly guarded and maintained.
- 1.2 Grass shall not be cut when ground conditions are so wet that damage to the surface would occur.
- 1.3 Cutting shall be carried out as close to fixed obstructions as possible, moveable obstructions shall be removed to facilitate cutting and replaced before leaving the site.
- 1.4 Grass cuttings falling onto paths or drives shall be cleared in all cases before the contractor leaves the site. Machines shall distribute grass clippings evenly over the full width of the cut of the machine.
- 1.5 The whole area shall be cut, leaving no uncut grass between passes, and producing an even height across the whole area. The height of the grass after cutting should be not more than 20mm.
- 1.6 The period of time between cuts shall, unless otherwise instructed or delayed by ground conditions, be as specified in the schedule you supply.
- 1.7 As required and instructed, the contractor shall cut with a "haven type" rotary mower to remove seed heads left by cylinder mowing.
- 1.8 On every second cut, the contractor shall trim around all obstructions (benches, posts, fences etc.) with a rotary mower or strimmer. The height of cut, after strimming, shall be no more than 20mm.
- 1.9 Care must be taken to avoid damage to trees, plants or shrubs when strimming and replacements planted by the Contractor at their cost if such damage occurs.
- 1.10 Grass edging to footpaths according to need.
- 1.11 Cut edge with half-moon or spade to give a straight regular edge to grass areas and beds. Remove all arisings from site. This should be undertaken twice per annum; once between April and October, and once between October and April, unless otherwise instructed.
- 1.12 Pesticide control shall take place in April, with provision to spot treat areas to control any weeds which may develop. This treatment shall take place in June, July, August and September. This treatment will also be applied to Hob Farm, which is prone to nettles. Non-grass areas to be treated appropriately with pesticide control (e.g. tarmac areas, slabs, tennis courts etc) to prevent surface damage, maintaining a tidy and safe condition.

2. Sports pitches – marking and maintenance (map 7)

- 2.1 All markings shall be carried out in accordance with the requirements of the particular sports ruling body or as instructed. Angles and lengths must be true and lines straight.
- 2.2 The use of residual herbicide, creosote or lime will not be permitted.
- 2.3 During initial marking with wet line marker, glyphosate shall be added in order to provide a permanent mark.
- 2.4 Dry line marking shall be used at the rate of 6 x 25kg for initial marking and 3 x 25kg for overmarking a soccer pitch.
- 2.5 Overmarking should be carried out after every cut, using a wet or dry marker dependent on ground conditions.
- 2.6 The contractor shall not be required to mark the cricket square or outfield.
- 2.7 During the football season (1st September – 30th April) the contractor shall undertake periodic inspections of the playing areas, and undertake such renovation as is considered necessary to maintain a safe play area.
- 2.8 Annual renovation of the pitches forms part of this contract and requires attention during the summer to the goal mouths and centre circle areas of all football pitches.
- 2.9 The contractor shall heavy roll all football pitches to maintain an even surface. The pitches shall be rolled twice before the commencement of the season, and twice during the season by prior arrangement with the Council's representative. Alterations to this agreement to be in writing if substitute for rolling is considered necessary.
- 2.10 During routine visits, the contractor to remove occasional debris arising from the duties of the Facilities staff (leaves, pruning, fallen branches, etc.).
- 2.11 Collection of fallen leaves from Bradford Gardens, Whateley Green and the Village Green area during the Autumn to keep the areas presentable and safe for pedestrians.
- 2.12 In preparation for Remembrance Sunday Parade (first or second Sunday in November), the contractor shall collect and dispose of fallen leaves around the Village Green. This work will be undertaken on the Friday or Saturday preceding Remembrance Sunday.

3. Maintenance of gardens, including flower/shrub/rose beds and hedges (maps 8 & 9 lined in purple).

- 3.1 All works shall be undertaken in accordance with sound horticultural practice as determined by the Council and its appointed representative.
- 3.2 The Contractor shall ensure that machinery and equipment, where used, shall be safe, properly guarded and maintained.

- 3.3 Grass shall not be cut when ground conditions are so wet that damage to the surface occurs.
- 3.4 Grass edging to footpaths, shrubberies, tree stations and beds.
- 3.5 The soil surface of the beds shall be kept clear of weeds by the use of granular residual pesticide and a pulverised bark mulch.
- 3.6 Pesticide control shall take place in April, with provision to spot treat the beds on four occasions per year to control any weeds which may develop. This treatment shall take place in June, July, August and September. Non-grass areas to be treated appropriately with pesticide control (e.g. tarmac areas, slabs etc) to prevent surface damage, maintaining a tidy and safe condition.
- 3.7 Bark mulch will be of a fine grade and will be spread evenly over the bed to a depth of 80mm. This operation shall take place within one week of applying the pesticide.
- 3.8 A dressing of growmore or similar approved granular fertilizer will be applied at the rate of 10kg per 100m² during April or May. The fertilizer to be spread evenly over the whole area of the rose bed.
- 3.9 The contractor shall arrange to remove all dead flowers and suckers that develop. This operation shall take place every 20 days during the flowering season.
- 3.10 Shrub Beds – Deciduous and Evergreen shrubbery areas will require little maintenance other than those operations referred to in paragraphs 3.5, 3.6 and 3.7. Pruning will be carried out at the appropriate time dependent on the species.
- 3.11 Shrub beds shall be lightly forked over to a depth of 55mm, prior to the application of granular pesticide in April.
- 3.12 Flower beds shall be forked over to a depth of 55mm, raked, application of fertilizer and clear spring bedding. Plant summer bedding, forked over to a depth of 55mm, raked, clear summer bedding ready for spring planting. Hoe 8 times, weed 6 times, 3 summer and 3 winter, edge LHS. Mow with box mower round the gardens.
- 3.13 Supply and plant bi-annually circular flower bed on the Village Green, in consultation with the Youth Council and/or Leisure Services Committee directions.
- 3.14 Hedges are cut annually and shall remove all growth to the previous years' cut.
- 3.15 On completion of the work, the sides of hedges shall be perpendicular, the top level and at right angles to the sides, unless previous practice demands otherwise.
- 3.16 All arisings shall be cleared from the site immediately after cutting and no clippings will remain lodged in the top or sides of the hedge.
- 3.17 During cutting operations, all litter and debris shall be cleared from the hedge bottom and removed from the site.
- 3.18 Cutting shall depend on growth, and unless otherwise agreed, shall take place in the Autumn.

- 3.19 Adjacent pathways must remain clear from protruding branches and such hazards and the Contractor should remove these (where possible) during their routine visits.
- 3.20 In preparation for Remembrance Sunday Parade (first or second Sunday in November), the contractor shall collect and dispose of fallen leaves around the War Memorial and Flower Beds of the Village Green. Additional work will be undertaken to the war memorial beds to ensure that the whole area is neat, clean and tidy for the Service. This work will be undertaken on the Friday or Saturday preceding Remembrance Sunday.

4. Additional Works

- 4.1 In addition to the works specified, the contractor may be asked to undertake additional works during the duration of the contract. Quotations shall be submitted, and a separate works order issued. The additional works may include:-
 - tree surgery (sometimes on an emergency basis), repairs to turf damage by vehicles and bonfires, removal of flytipping.
- 4.2 Using expertise and experience, the Contractor to advise the Council of relevant issues on grounds maintenance with the aim of preventing potential problems from developing.

5. Safety.

- 5.1 Comply at all times with all safety legislation and regulations therein now enacted or as may be enacted during the term of the contract. The contractor will not breach or cause to be breached any such regulations.

Description 2023-27	Interval	Frequency Per Annum
BRADFORD GARDENS		
Gang Mowing	10 days	18
Strim Obstacles	20 days	9
Small Mow	10 days	18
Edging to Paths	Spec	1
Remove Leaves Oct to Dec		3
ARDEN HALL		
Small Mowing	10 days	18
Strim Obstacles	20 days	9
Edging Lawn	Spec	1
ARDEN HALL PLAYING FIELDS		
Gang Mowing	10 days	18
Small Mow	10 days	18
Edge Paths	See Spec	1
Strim All Obstacles/Trees	20 days	3
Initial Mark Football Pitches (6)	Late Aug	1
Remark Football Pitches (6)	In Season	20
Verti-drain all pitches	Spec	1
Granular Fertilise Pitches		2
Renovate Goal Areas (6)		1
ARDEN HALL GARDEN OF REST		
Fork Shrub Beds		1
Spot Weed	J,J,A,S In Season	4
Fertilise		1
Gardening	every 20 days apr to oct	10
Bark Mulch		1
Edge Lawn	Spec	1
Strim Obstacles	20 days	3
Small Mow	10 days	18
Prune Shrubs and Laurel Hedge	Spr/Aut	2
WAR MEMORIAL GARDEN		
Monthly Visit to include grass cutting, weeding leaf removal and shrub pruning as required		12
Annual visit in prep for Remembrance		1
WHATELEY GREEN		
Triple Mowing	10 days	18
Edging Paths	Spec	1
Strim Obstacles	20 days	9
Remove Leaves Oct to Dec		3
VILLAGE GREEN (Excluding round bed but including other side of road)		
Triple Mowing	10 days	18
Small Mow	10 days	18
Edge Paths	Spec	1
Strim Obstacles	20 days	9
Remove Leaves Oct to Dec		3
Fork Shrub Beds		1
Spot Weed	J,J,A,S In Season	4
Bark shrubs at end of Green		1
Prune Shrubs at end of Green		1
HOB FARM		
Gang Mowing	10 days	18
Small Mowing	10 days	18
Strim Obstacles	20 days	9
Spot Weed	J,J,A,S	4

Map 1

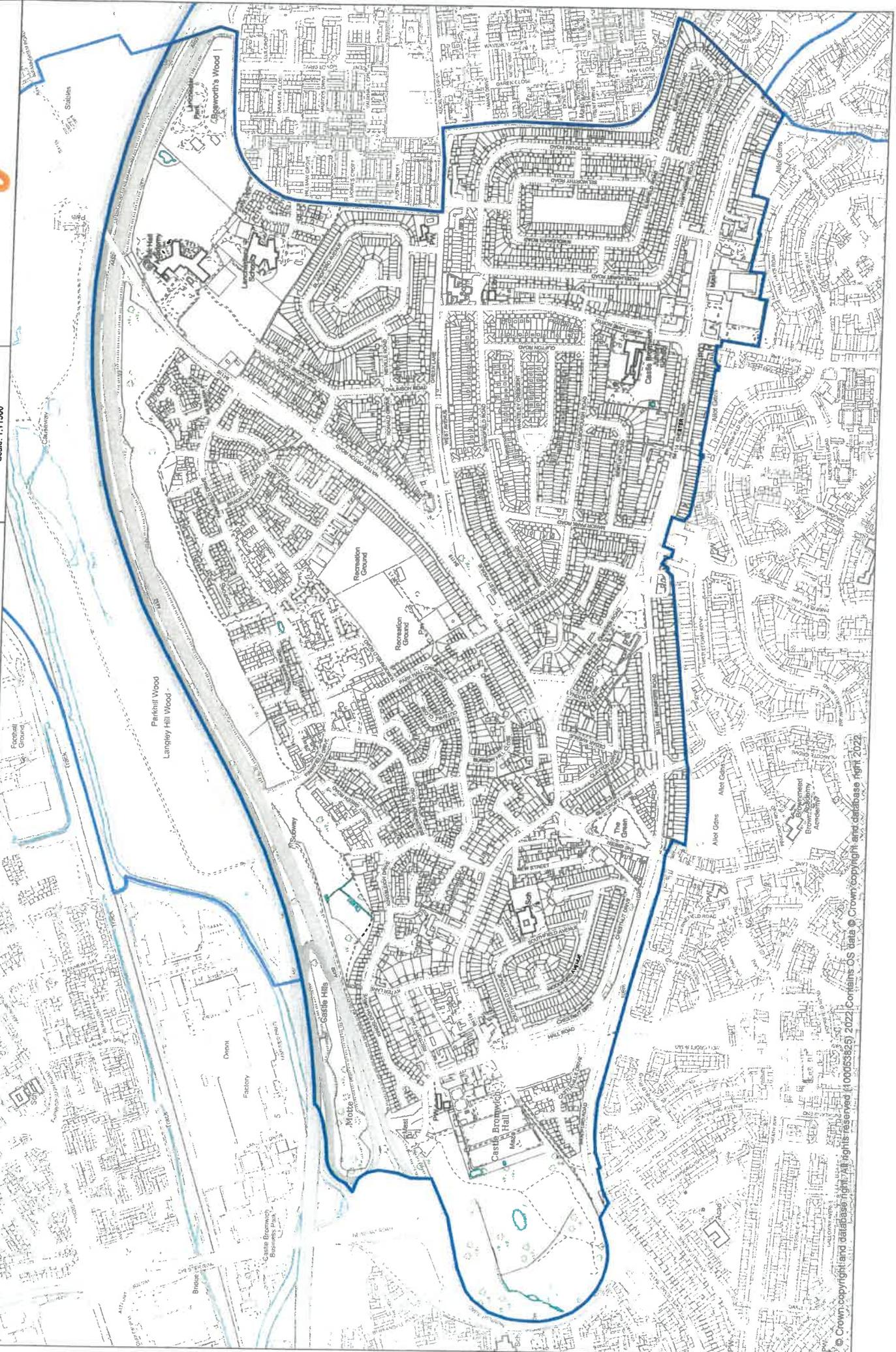
Castle Bromwich Parish
Parish Map - Grey

Castle Bromwich

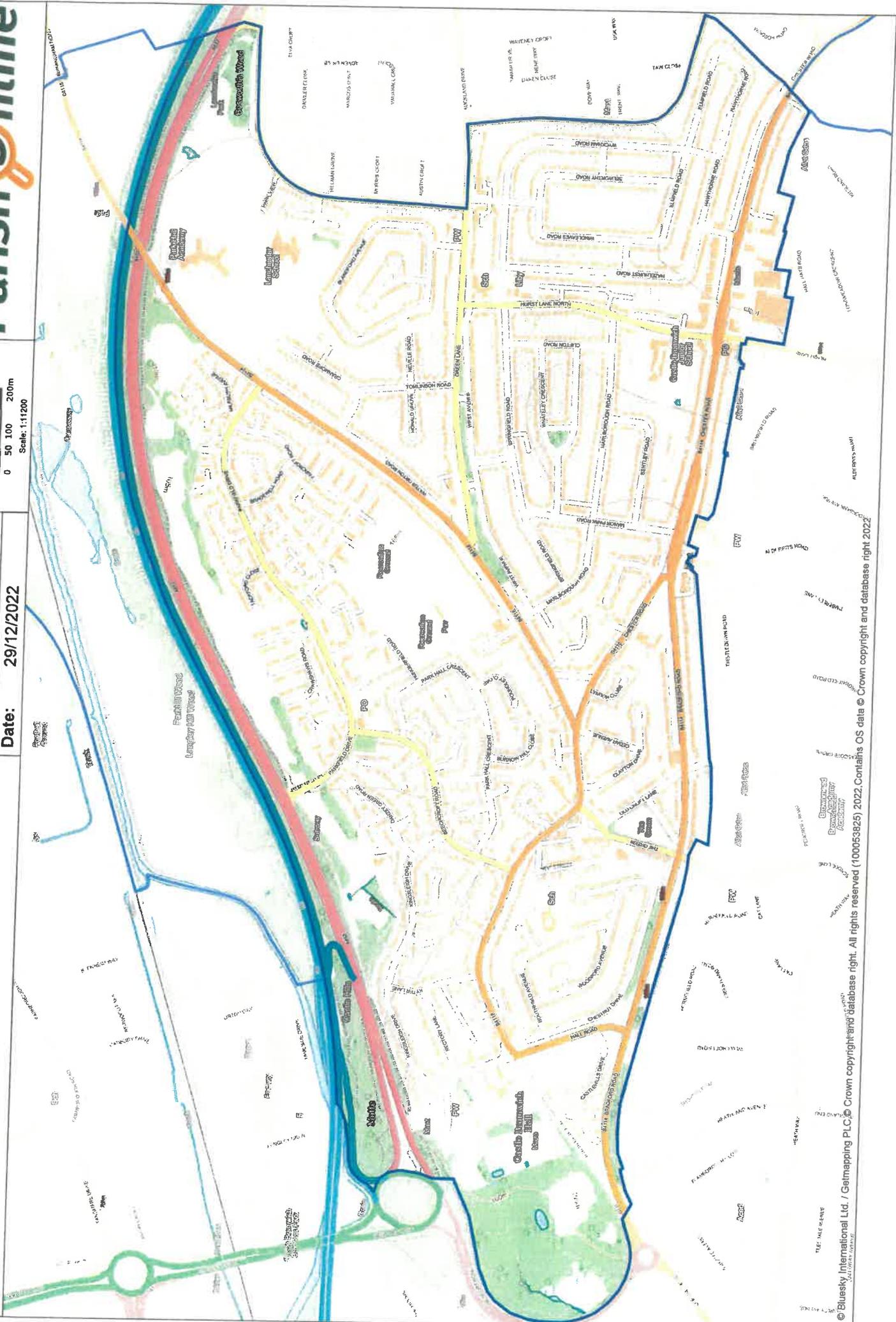
Author: R. Gorton
Date: 29/12/2022

Parish  online

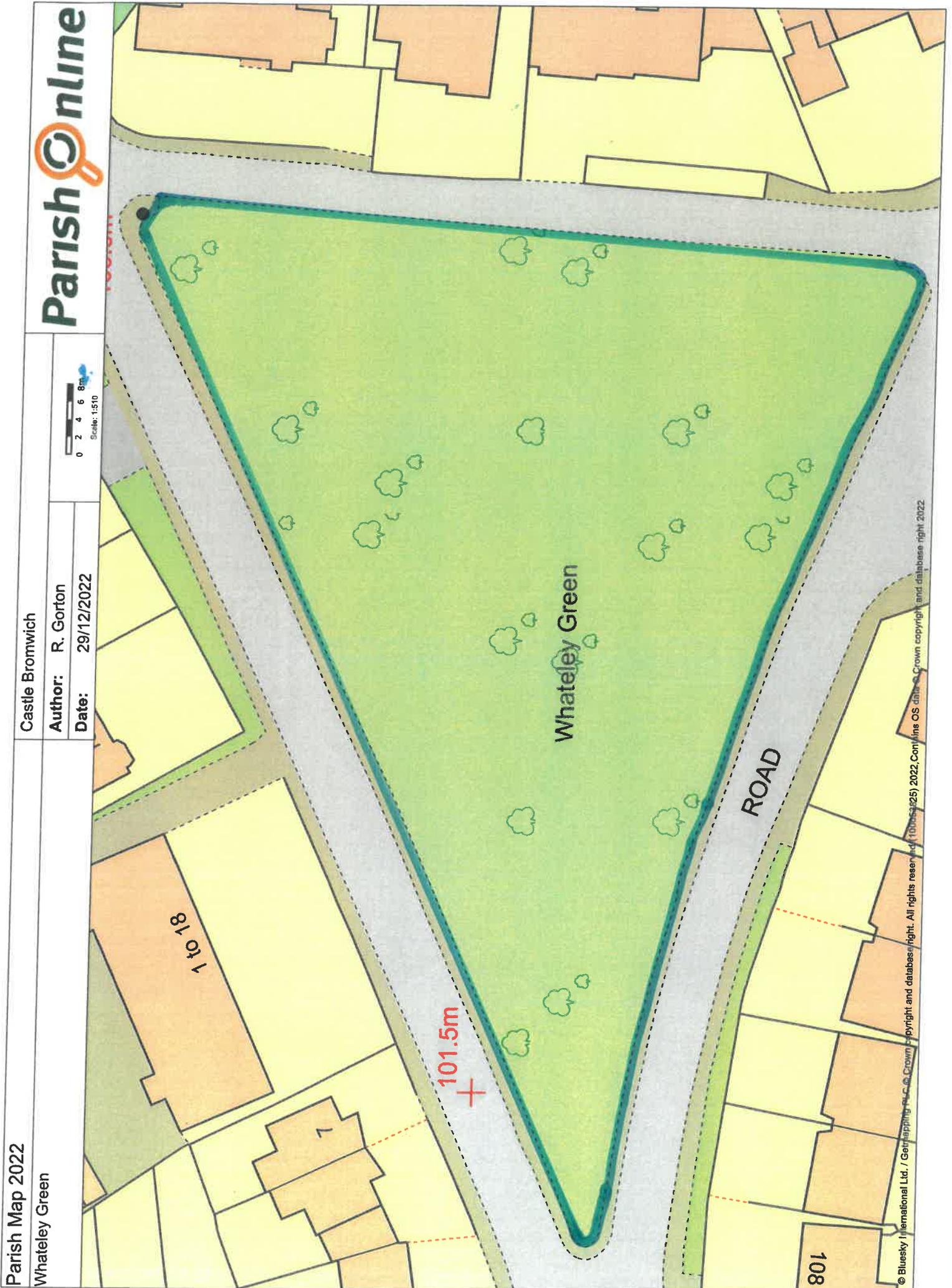
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Map 4

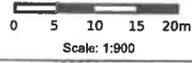


Map 5

Parish Map 2022

Castle Bromwich

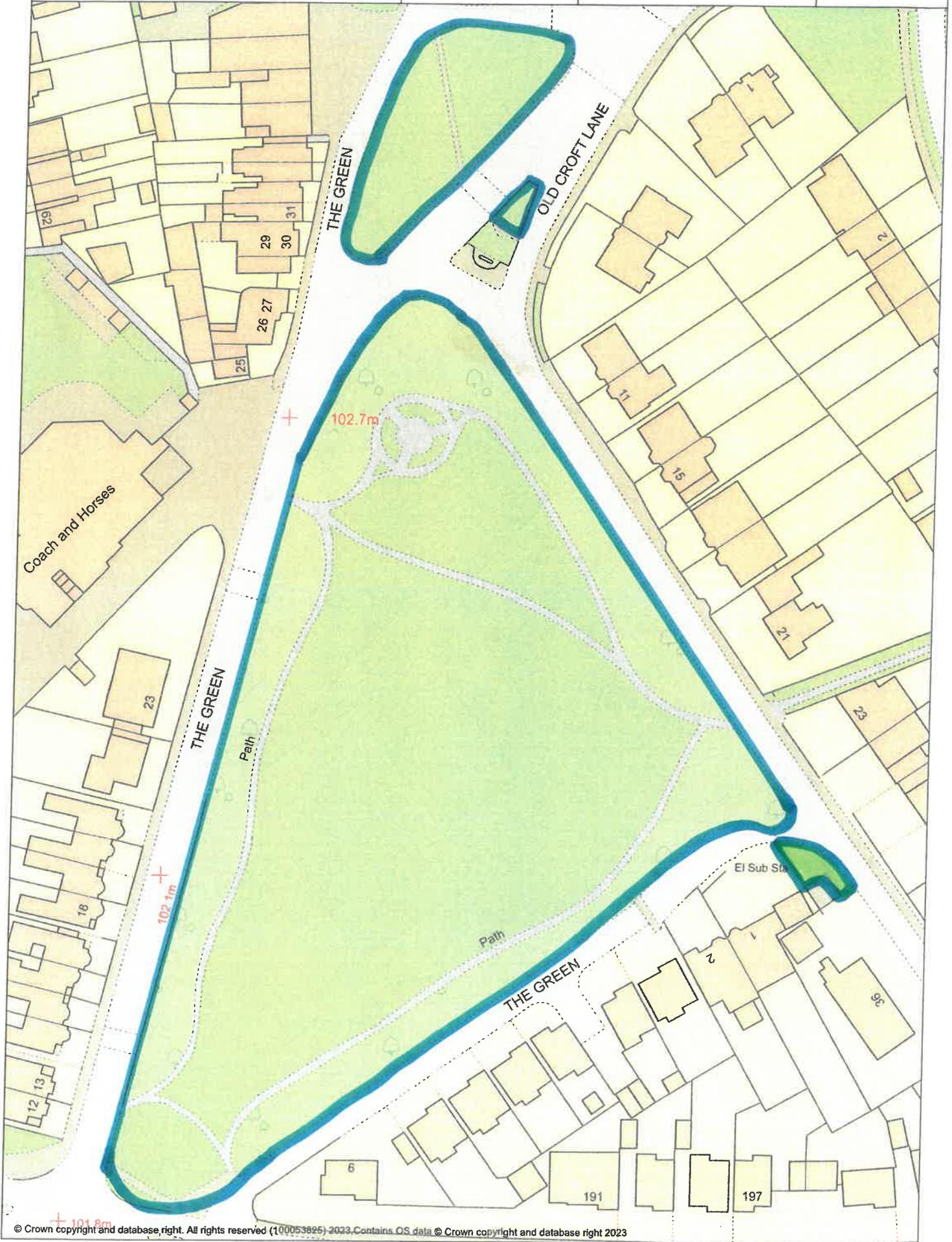
The Village Green



Author: R. Gorton

Date: 05/01/2023

ParishOnline

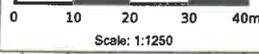


Map 6

Parish Map 2022

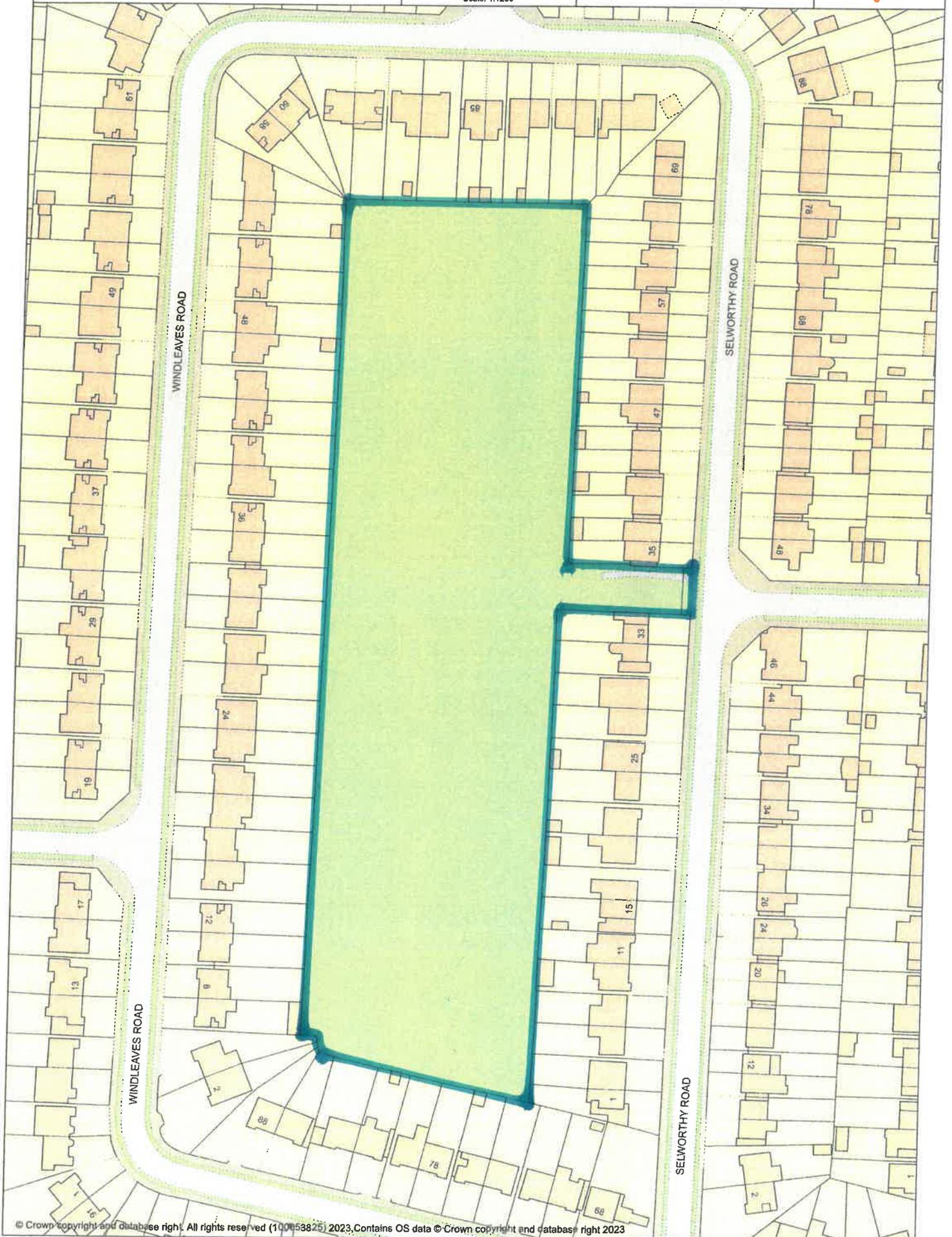
Castle Bromwich

Hob Farm



Author: R. Gorton

Date: 05/01/2023

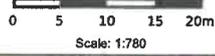


Map 7

Parish Map 2022

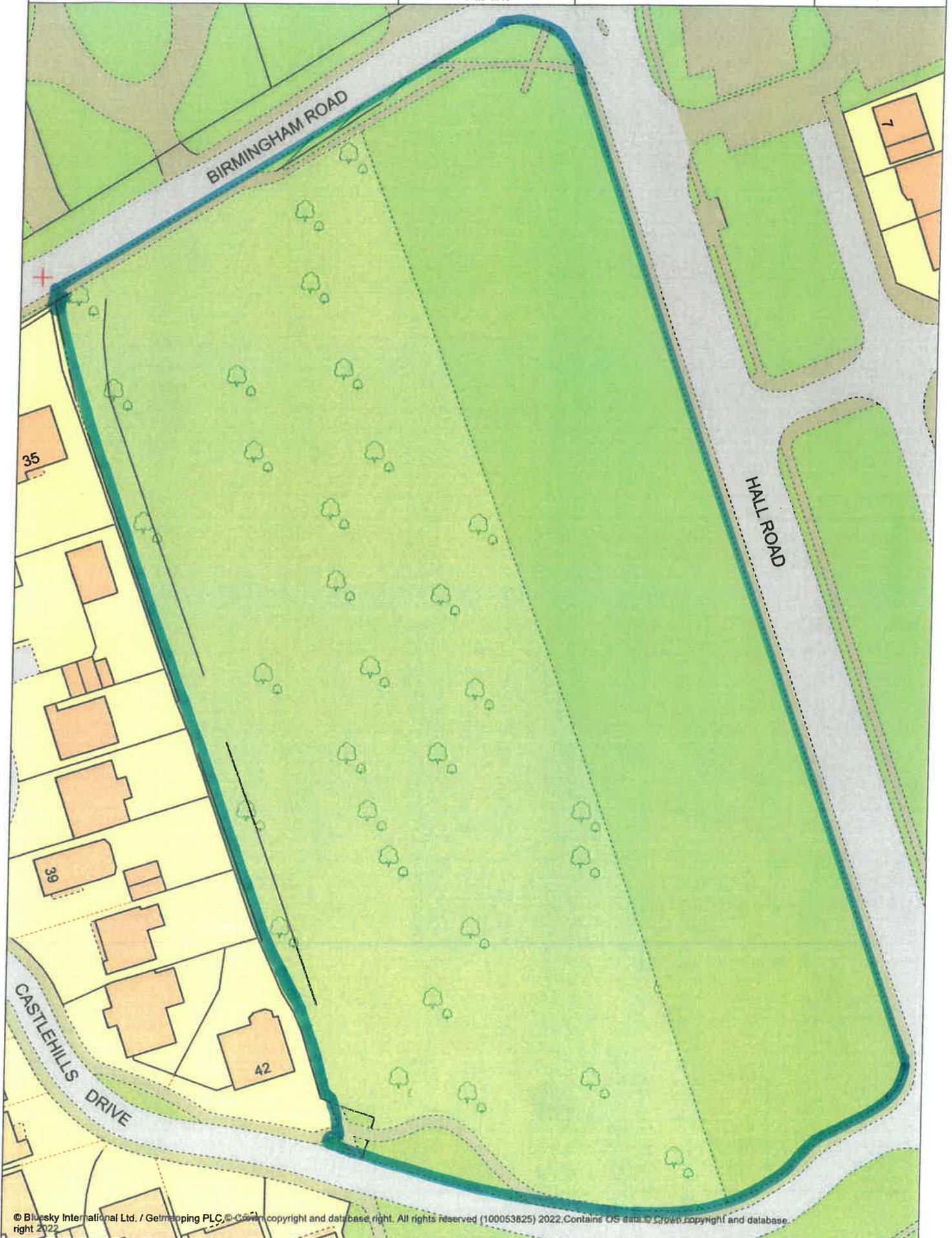
Castle Bromwich

Bradford Gardens



Author: R. Gorton

Date: 29/12/2022



Parish



Castle Bromwich

Author: R. Gorton

Date: 29/12/2022



Castle Bromwich Parish
Playing Fields Pitches Aerial

Map 10

Parish Map 2022

Castle Bromwich

The Village Green



Author: R. Gorton

Date: 05/01/2023

