



# KEIGHLEY TOWN COUNCIL

## Invitation to Quote (ITQ)

<b>Contract Title:</b>	Town Centre Floral Displays
<b>Contract Duration:</b>	3 years
<b>Date of Issue:</b>	Tuesday 15 July 2025

### 1. Introduction

Keighley Town Council invites quotations from competent and experienced contractors to undertake regular maintenance of the town centre floral displays over a period of three years. The appointed contractor will be responsible for maintaining the public realm to a high standard, ensuring that the area is safe, clean, and presentable for both residents and visitors.

This Invitation to Quote (ITQ) is issued in accordance with Keighley Town Council's Financial Regulations and Public Procurement legislation, for contracts below the current UK procurement threshold.

### 2. Scope of Works

The scope includes, but is not limited to:

- Maintenance of floral displays within town centre
- Weeding and moss control
- Planting of flowers in permanent stone planters
- Planting of tiered basket containers and hanging baskets

**Frequency:** A detailed specification and schedule of tasks is provided in **Appendix A**.

**Standards:** All works must be carried out in accordance with best industry practice and relevant health & safety legislation.

### 3. Procurement Process

This contract is procured under an open quotation procedure appropriate for contracts below the current public procurement threshold. Keighley Town Council will adhere to the principles of:

- Transparency
- Non-discrimination
- Equal treatment
- Proportionality

All interested contractors are invited to submit a written quote as per the instructions below.

#### 4. Evaluation Criteria

All submitted quotations will be assessed using the following weighted criteria:

Criteria	Weighting
Price	50%
Method Statement / Delivery Plan	20%
Relevant Experience & References	20%
Environmental & Sustainability	5%
Health & Safety Arrangements	5%

Only submissions meeting all mandatory compliance requirements (see Section 7) will be evaluated.

#### 5. Submission Instructions

All quotations must be submitted in writing and include the completed forms in Appendices B and C.

##### Deadline for Submission:

12noon Friday 8 August 2025

##### Submission Method:

Submissions must be sent by email to: [townclerk@keighley.gov.uk](mailto:townclerk@keighley.gov.uk)

Or delivered in a sealed envelope to:

The Town Clerk, Keighley Town Council, Civic Centre, North Street, Keighley, BD21 3RZ

#### 6. Contract Terms

A draft service contract is provided in **Appendix D**. The key terms include:

- **Contract Commencement:** 1 November 2025
- **Contract End Date:** 31 October 2028
- **Invoicing:** Monthly in arrears, subject to satisfactory performance
- **Termination:** 1-month notice by either party, or immediate for breach

#### 7. Mandatory Compliance Requirements

The following documentation must be submitted as part of the quotation:

- Valid Public Liability Insurance (minimum £5m)
- Employers' Liability Insurance (if applicable)
- Company Health & Safety Policy
- Method Statement addressing how work will be delivered safely
- Two references for similar work in the past 3 years
- Completed forms in Appendix B (Pricing Schedule) and Appendix C (Response Form & Declarations)

Failure to submit these documents will result in disqualification from the process.

## **8. Council's Rights**

Keighley Town Council reserves the right to:

- Reject any or all quotations
- Amend the specification at any stage
- Discontinue the process without awarding a contract
- Verify submitted information prior to award

The Council is not liable for any costs incurred by contractors in the preparation or submission of their quotes.

## **Appendices**

### **Appendix A – Specification & Schedule of Works**

## Location

Town Centre, Keighley

## Core Maintenance Tasks

No Required	Type/Location	Requirements
143	Hanging Baskets – various locations around the Town Centre. Plan available on request	<ul style="list-style-type: none"><li>- Annual planting May/June</li><li>- Regular maintenance to include weeding and dead heading as required</li><li>- Watering throughout the season</li><li>- Removal at the end of the season</li></ul>
64	Barrier Baskets – various locations around the Town Centre. Plans available on request	<ul style="list-style-type: none"><li>- Annual planting May/June</li><li>- Regular maintenance to include weeding and dead heading as required</li><li>- Watering throughout the season</li><li>- Removal at the end of the season</li></ul>
6	Tree Pits – North Street opposite Wetherspoons	<ul style="list-style-type: none"><li>- Monthly weeding</li><li>- Replacement stone/slate as required</li></ul>
19	Trees with flowerbeds around the base <ul style="list-style-type: none"><li>- 6 on Cavendish Street outside Town Hall Square</li><li>- 6 on Cooke Street outside Town Hall Square</li><li>- 7 on North Street outside Town Hall Square</li></ul>	<ul style="list-style-type: none"><li>- Replace with new compost</li><li>- Plant with summer bedding plants (pollinator friendly)</li><li>- Weeding on a regular basis</li><li>- Watering when necessary (a minimum of once per week July – August)</li></ul>
5	Plastic Planters opposite Wetherspoons	<ul style="list-style-type: none"><li>- Remove all vegetation and top layer of soil from planter</li><li>- Replace with new compost</li><li>- Plant with summer bedding plants</li><li>- Weeding on a regular basis</li><li>- Watering when necessary (a minimum of once per week July – August)</li></ul>
6	Stone Planters <ul style="list-style-type: none"><li>- 5 outside TSB junction of Cavendish Street &amp; Town Gate</li><li>- 1 junction of Low Street &amp; Hanover Street</li></ul>	<ul style="list-style-type: none"><li>- Remove all vegetation and top layer of soil</li><li>- Replace with new compost</li><li>- Plant a variety of pollinator friendly perennials</li><li>- Weeding as and when required</li><li>- Watering when necessary (a minimum of once per week July – August)</li></ul>
9	Planters located around the bus station, from Bow Street to Town Gate	<ul style="list-style-type: none"><li>- Remove all vegetation and top layer of soil from planter</li><li>- Replace with new compost</li><li>- Plant with summer bedding plants (pollinator friendly)</li><li>- Weeding on a regular basis</li><li>- Watering when necessary (a minimum of once per week July – August)</li></ul>
4	Large Plastic Planters, junction of Low Street and Cooke Lane	<ul style="list-style-type: none"><li>- Remove all vegetation and top layer of soil from planter</li><li>- Replace with new compost</li><li>- Plant with summer bedding plants (pollinator friendly)</li><li>- Weeding on a regular basis</li><li>- Watering when necessary (a minimum of once per week July – August)</li></ul>

5	Large Plastic Planters along Low Street	<ul style="list-style-type: none"> <li>- New compost</li> <li>- Plant with summer bedding plants (pollinator friendly)</li> <li>- Weeding on a regular basis</li> <li>- Watering when necessary (a minimum of once per week July – August)</li> </ul>
2	Red brick wall planters, Low Street junction of Hanover Street	<ul style="list-style-type: none"> <li>- New compost</li> <li>- Plant with summer bedding plants (pollinator friendly)</li> <li>- Weeding on a regular basis</li> <li>- Watering when necessary (a minimum of once per week July – August)</li> </ul>
1	Dementia Friendly Garden, Church Green	<ul style="list-style-type: none"> <li>- Plant with Perennials and dementia friendly summer planting</li> <li>- Weeding on a regular basis</li> <li>- Water during the summer as and when required</li> </ul>

### Additional Requirements

- The choice of colours, flowers must be approved by the appropriate Committee of Keighley Town Council in December prior to the relevant planting season.
- Only those plans approved by the Town Council will be permitted as part of the contract.
- Keighley Town Council is a Bee Friendly Local Authority and encourages pollinator friendly planting practices on all areas under its responsibility.
- The number of barrier baskets and hanging baskets may fluctuate year on year in response to demand.

### Appendix B – Pricing Schedule

Please complete the table below to indicate your proposed annual price breakdown:

Any additional information can be included in additional sheets if required.

Description	Annual Cost (Year 1)	Annual Cost (Year 2)	Annual Cost (Year 3)	Total (3 Years)
Cost of Routine Maintenance	£	£	£	£
Cost of additional barrier basket/hanging basket	£	£	£	£
Seasonal Planting (incl. supply)	£	£	£	£
<b>Total</b>	£	£	£	£

**Note:** All prices must be exclusive of VAT.

## Appendix C – Contractor Response Form & Declarations

### 1. Company Details

<b>Company Name:</b>	
<b>Contact Name:</b>	
<b>Registered Address:</b>	
<b>Telephone No:</b>	
<b>Email:</b>	
<b>Company Registration No:</b>	
<b>Insurance Provider &amp; Policy Numbers</b>	

### 2. Mandatory Declarations

Please confirm:

<b>Declaration</b>	<b>Yes/No</b>
I have read and understood the Invitation to Quote	
I have provided accurate and complete information	
I confirm compliance with Health & Safety legislation	
I hold valid Public Liability Insurance (min £5m)	
I agree to the Council's terms and conditions (Appendix D)	

<b>Signed:</b>	
<b>Name:</b>	
<b>Position:</b>	

<b>Date:</b>	
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## Appendix D

### CONTRACT FOR SERVICES

THIS AGREEMENT is made on [DATE].

AND IS MADE BETWEEN:

Keighley Town Council whose registered office is at Civic Centre, North Street, Keighley, BD21 3RZ ('the Council'); and

[NAME] OF [ADDRESS] ('the Contractor')

#### 1. **Definitions**

In this Agreement the following terms and phrases shall have the following meaning unless the context requires otherwise:

**Commencement Date** [DATE]

**Services** The services to be performed by the Contractor in the course of his or her appointment here under as set out in the Schedule to this Agreement, such services to be provided using reasonable skill and care

**Termination Date** The date on which the Contractor's appointment hereunder is terminated

**Data Protection Legislation** Means the Data Protection Act 2018 which incorporates the GDPR

#### 2. **Appointment**

With effect from the Commencement Date, the Contractor is (subject to Clause 9) appointed as a Contractor to the Council for a period of [INSERT PERIOD] to carry out the project of [SPECIFY PROJECT] unless this Agreement is terminated by either party serving not less than one weeks notice in writing on the other.

#### 3. **Duties**

The Contractor agrees:

- 3.1 To undertake and provide the Services in accordance with any brief and deadline set by the Council;
- 3.2 To manage and carry out the Services in an expert and diligent manner and to provide his services to the best of his financial accountancy, commercial, technical and creative skill;
- 3.3 To the best of his ability, promptly and faithfully to comply with and observe all lawful and proper requests which may from time to time be given to him by the Council;
- 3.4 Not to undertake any additional activities or accept other engagements which lead or might lead to any conflict of interest between the Contractor and the best interests of the Council during his or her appointment;
- 3.5 To delegate performance of his Services to such suitably qualified and experienced personnel



as he or she may from time to time deem appropriate if he is unable at any time to perform his services due to circumstances beyond his or her control;

- 3.6 To keep the Council informed of progress on the Services in which they are engaged and shall produce written reports on the same from time to time when so requested by the Council. While the Contractor's method of working is entirely their own and they are not subject to the control of the Council, they shall nevertheless comply with this and any other reasonable requests of the Council (or its clients).

#### **4. Fee**

- 4.1 Fees for the Services will be as follows: **[INSERT DETAILS]**

- 4.2 Where necessary, VAT will be added at the appropriate rate.

#### **5. Invoices and Payment**

Unless specifically agreed otherwise, invoices will be submitted monthly by the Contractor and payment made within 14 days. In the event that there are periods when there are no Services for the Contractor to perform, the Contractor shall not be paid a retainer for these periods. The fee is only payable in respect of Services actually provided.

#### **6. Expenses**

The Contractor shall be entitled to be reimbursed by the Council for all out of pocket expenses wholly, exclusively and properly incurred in the performance of the Services subject to the Contractor providing the Council with vouchers, receipts or other evidence of actual payment of such expenses and subject to the arrangement being specifically agreed in advance by the Council to the Contractor.

#### **7. Confidentiality**

- 7.1 The Contractor hereby agrees that during the course of his or her appointment under this Agreement he or she is likely to obtain knowledge of trade secrets and also other confidential information with regard to the business and financial affairs of the Council and those of the Council's clients, customers and suppliers details of which are not in the public domain ('Confidential Information'), (including in particular (specify relevant matters)) and accordingly the Contractor hereby undertakes to and covenants with the Council that:

7.1.1 he or she shall not at any time after the Termination Date use or procure the use of the name of the Council in connection with his or her own or any other name in any way calculated to suggest that he or she continues to be connected with the business of the Council or in any way hold himself or herself out as having such connection;

7.1.2 he or she shall not use the Confidential Information other than during the continuance of this Agreement and in connection with the provision of the Contractor Services; and

7.1.3 he or she shall not at any time after the date of this Agreement (save as required by law) disclose or divulge to any person other than to officers or employees of the Council whose province it is to know the same any Confidential Information and he or she shall use his or her best endeavours to prevent the publication or disclosure of any Confidential Information by any other person.

- 7.2 The restrictions set out in Clause 7.1 shall cease to apply to information or knowledge which comes into the public domain otherwise than by reason of the default of the Contractor.

#### **8. The Council's Property**

Upon the expiration or termination of his or her appointment under this Agreement for whatsoever cause, the Contractor shall forthwith deliver up to the Council or its authorised representative all its property, including all equipment, materials, tools, keys, swipe cards, credit cards, computer hardware and/or software, books, documents, account records and any other papers which may be in his or her possession, custody or control and which are the property of the Council or which otherwise relate in any way to the business or affairs of the Council and no copies of the same or any part thereof shall be retained by him or her. He or she shall then (if required by the Council) make a declaration that the whole of the provisions of this clause have been complied with.

## **9. Termination of Agreement**

Either party shall have the right at any time to terminate this Agreement by not less than three months notice in writing to the other party. In addition, the Council shall have the right to terminate this Agreement at any time by summary notice without any payment in lieu in the event of the Contractor:

- 9.1 Being in material or persistent breach of any of the terms of this Agreement;
- 9.2 Dying or becoming by reason of incapacity incapable of managing their affairs;
- 9.3 Having a bankruptcy order made against him or her or making any arrangement with his or her creditors or having an interim order made against him or her;
- 9.4 Being convicted of any criminal offence other than a minor driving offence under the Road Traffic Acts;
- 9.5 Persistently and willfully neglecting or becoming incapable for any reason of efficiently performing the Contractor's Services; or
- 9.6 Doing any action manifestly prejudicial to the interests of the Council or which in the opinion of the council may bring the Council into disrepute;

and the Contractor shall have no claim against the Council in respect of the termination of his or her appointment for any of the reasons specified pursuant to Clauses 9.1 to 9.6.

## **10. Tax Liabilities**

The Council and the Contractor declare and confirm that it is the intention of the parties that the Contractor shall have the status of a self-employed person and shall be responsible for all income tax liabilities and national insurance or similar contributions in respect of his or her fees and accordingly the Contractor hereby agrees to indemnify the Council in respect of any claims that may be made by the relevant authorities against the Council in respect of income tax and national insurance or similar contributions relating to the Services under this Agreement.

## **11. Indemnity**

The Contractor further warrants to the Council that they will:

- 11.1 Take out and maintain throughout the term of this Agreement, adequate insurance with an insurance office of repute to protect themselves against any liabilities arising out of this Agreement and shall produce, at the request of the Council, a copy of the insurance policy or policies and relevant renewal receipts for inspection by the Council within 14 days of the commencement date;
- 11.2 Take out and maintain throughout the term of this Agreement, adequate liability insurance coverage (minimum £5 million cover) with an insurance office of repute to protect themselves

against any liabilities arising out of this Agreement in respect of all and any contractors/employees they utilise to carry out the Services and shall produce, at the request of the Council, a copy of the insurance policy or policies and relevant renewal receipts for inspection by the Council.

## **12. Data Protection and Data Processing**

12.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 12 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

In this Clause 12 Applicable Laws means (for so long as and to the extent that they apply to the Contractor) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

12.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Council is the data controller and the Contractor is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).

- a) Ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Council, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- b) Ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- c) Not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Council has been obtained and the following conditions are fulfilled:
  - (i) The Council or the Contractor has provided appropriate safeguards in relation to the transfer;
  - (ii) The Data Subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;
  - (iii) The Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
  - (iv) The Contractor complies with reasonable instructions notified to it in advance by the Council with respect to the processing of the Personal Data;

## **13. Notices**

All notices shall be in writing and shall be deemed to have been duly given when delivered by hand, posted by pre-paid first class post to the intended recipient at the address stated in this Agreement or to such other address as that party may specify to the other in writing. Notices sent by fax shall be deemed received the first business day following such delivery of sending, and notices which have been posted as above shall be deemed received on the second business day following posting. Notices given by the Council shall be deemed properly served on the Contractor.

## **14. No Employment**

Nothing in this Agreement shall render or be deemed to render the Contractor an employee or agent of the Council. This Agreement does not create any mutuality of obligation between the Contractor and the Council.

**15. Entire Agreement**

This Agreement contains the entire agreement and understanding of the parties relating to the subject matter of this Agreement and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral.

**16 Force Majeure**

16.1 If either party to this Agreement is prevented or delayed in the performance of any of its respective obligations under this Agreement by “force majeure”, then such party shall be excused the performance for so long as such cause of prevention or delay shall continue;

16.2 For the purpose of this Agreement ‘force majeure’ shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of such party and inter alia including, but not limited to the following:

16.2.1 Strikes, lockouts or other industrial action;

16.2.2 Terrorism, civil commotion, riot, invasion, war threat or preparation for war;

16.2.3 Fire, explosion, storm, flood, earthquake, subsidence, epidemic, bad weather or other natural physical disaster;

16.2.4 Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; and

16.2.5 Political interference with the normal operations.

**17. Survival of Causes of Action**

The termination of this Agreement howsoever occurring shall not affect the rights and liabilities of the parties already accrued at such time nor affect the continuance in force of such of its provisions as are expressed as or capable of having effect after such termination.

**18. Severability**

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this Agreement shall continue in full force and effect as if this Agreement had been executed with the illegal or unenforceable provision eliminated.

**19. Waiver**

19.1 Failure of any party to insist upon strict performance of any provision of this Agreement or the failure of any party to exercise any right or remedy to which he or she is entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this Agreement.

19.2 No waiver of any of the provisions of this Agreement shall be effective unless it is expressly stated to be such and signed by all the parties to this Agreement.

**20. Communications**

Any communication to be given pursuant to the terms of this Agreement shall be in writing and shall be delivered by hand or sent by post to the address of the addressee as set out in this Agreement or such other address (being in Great Britain) as the addressee may from time to time have notified for the purpose of this Clause.

**21. Law and Jurisdiction**

This Agreement is governed by the laws of England and Wales and the parties submit to the jurisdiction of the Courts of England and Wales.

SIGNED:

.....  
Town Clerk  
For and on behalf of the Council

SIGNED:

.....  
[Name of Contract

