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AI-generated content may be incorrect.

Contract Specification for the

Management of Grounds

and

Associated Maintenance Services

1st April 2026 – 31st March 2029

(with a possible 2-year extension until 31st March 2031)

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**Section 1 - Introduction & Background**

Seaford Town Council (STC) invites tenders for the provision of grounds maintenance services across various sites within STC’s boundaries. The aim is to ensure all sites are maintained to a consistently high standard, meeting the requirements detailed in this specification.

The Contractor will be expected to deliver services in a manner that:

* Ensures public safety
* Protects the environment
* Maintains visual and operational quality
* Complies with all relevant legislation and STC and Lewes District Council (LDC) policies

**Section 2 - Glossary**

**Conflict of Interest (COI)** – A situation in which a person or organisation has multiple interests (personal, financial, or professional), and serving one interest could compromise, or be seen to compromise, impartiality in decision-making.

**Council Officer / Authorised Officer** – A representative of Seaford Town Council authorised to instruct, monitor, and assess the Contractor.

**Contractor** – The company or organisation awarded the contract for grounds maintenance.

**Critical Issue** – Any non-compliance that poses immediate risk to health, safety, legal compliance, or environmental damage (linked to Section 12, Category A).

**EDI - Equality, Diversity and Inclusion**

**IOSH Working Safely** – A recognised health and safety training course provided by Institution of Occupational Safety and Health (IOSH).

**KPI** – Key Performance Indicator used to measure the Contractor’s performance.

**Major Issue** – A significant service failure that affects service quality or contractual obligations but does not create immediate danger (linked to Section 12, Category A).

**Minor Issue** – Cosmetic or procedural non-compliance with low impact on service delivery (linked to Section 12, Category A).

**NVQ (National Vocational Qualification) Level 1 in Horticulture** – Introductory UK work-based qualification demonstrating basic horticultural skills and knowledge.

**RHS (Royal Horticultural Society) Level 1/2** – UK horticultural qualifications indicating basic (Level 1) or intermediate (Level 2) practical and theoretical gardening skills.

**CPI (Consumer Price Index)** – A measure of inflation published in the UK, used to adjust prices, salaries, or payments over time.

**Service Credits** – Monetary or other deductions applied to the Contractor’s invoice in the event of underperformance or breach of contract. (Previously called “penalties” or “fines.”)

**Site / Area** – Any land or property maintained under this contract, including play areas, planters, verges, war memorial beds, etc.

**Standard Operating Procedure (SOP) / Method Statement / Safe System of Work** – Documents prepared by the Contractor detailing how tasks will be safely carried out.

**Start Date / Contract Term** – The date the contract begins, and the duration specified in the tender.

**TUPE** – Transfer of Undertakings (Protection of Employment) Regulations, a UK law that protects employees' rights when the business they work for is transferred to a new employer

**Section 3 - Contract Term**

**3.1** Initial Term: Three (3) years from the start date.

**3.2** Extension Option: The Council may, at its sole discretion, extend the Contract for a further period of up to two (2) years. Satisfactory performance is a prerequisite for any extension but does not oblige STC to grant one.

**3.3** Performance Criteria for Extension:

* Compliance with Key Performance Indicators (KPIs)
* Audit reports
* Issue resolution records

Performance information will be reviewed monthly.

**Section 4 - Scope of Services**

The Contractor will be required to deliver the following services to the standards set out in this specification and in accordance with the KPI & Monitoring Framework (Appendix B).

**Note on Lots and Flexibility of Award:**

The Scope of Services is divided into three (3) Lots. Contractors may bid for one (1) Lot, two (2) Lots, or all three (3) Lots. STC reserves the right to award Lots individually or collectively, and to appoint more than one Contractor if it is considered to deliver best value and quality.

**4.0 Bidding Structure & Evaluation**

Bidders are advised that this contract is divided into three Lots:

* Lot 1 – Grounds Maintenance
* Lot 2 – Verges & Pathways
* Lot 3 – Planting & Decorative Displays

You may submit a tender for:

* One (1) Lot,
* Two (2) Lots, or
* Three (3) Lots.

Each Lot will be evaluated and awarded separately against its own published criteria.

* Submissions for different Lots will not be scored together or carried across.
* Bidders should therefore ensure their responses and supporting evidence are tailored to the specific Lot(s) they wish to be considered for.
* STC reserves the right to award some or all Lots, and may award to different Contractors for each Lot.

**4.1 Core Staff & Conduct Requirements (apply to all Lots)**

All contracted staff, representatives, and sub-contractors (if agreed as per 4D below) are required to comply with the following standards:

**A. Uniform & Conduct**

* Wear recognisable, branded uniform and display name badges whilst on site.
* Be respectful and courteous to the public, council staff, and councillors. Staff must be mindful they are working on behalf of the STC and so they must not (not limited to): swear, show aggression (physically or verbally), or use language that may be considered offensive to any protected group or characteristic.
* Ability to work alongside community groups where relevant and, if needed, liaising directly with community organisations to coordinate activities or respond to concerns. Contractors must ensure all interactions are professional, courteous, and in line with STC policies.

**B. First Aid & Emergency Preparedness**

* Ensure a fully equipped First Aid kit is always available on site.
* At least one team member on site must hold a valid First Aid at Work – Emergency Level certificate.
* Implement and adhere to a clear policy for discovering hazardous items, including drug paraphernalia: immediate reporting, safe isolation, and liaison with relevant authorities.

**C. Meetings & Reporting**

* Manager to attend monthly in-person meetings at the STC’s designated location for the first 4 months.
* Thereafter, attend quarterly in-person meetings until the end of the contract.
* Provide photographic evidence of work undertaken after each visit.

**D. Subcontracting**

* Must not subcontract or assign any part of the works without the prior written consent from STC or unless specifically detailed (and agreed to) within the tender response.
* Unless prior consent is granted in writing, all works must be carried out by the Contractor’s directly employed staff who meet the qualifications and standards set out in this specification.

**E. Litter & Environmental Compliance**

* Ensure litter is collected before completing works to prevent debris or microplastics. Litter must not be blown or moved from STC land onto neighbouring properties or highways.
* Dispose of all waste lawfully and provide disposal notes upon request.
* Comply with Lewes District Council’s Health & Safety and Pesticide Policies, as well as all other applicable legislation.
* Burn green waste only in designated safe areas if permitted under local regulations. Please note: there are no designated safe areas within this contract on STC land.

**F. Staff Qualifications, Training and Staffing Levels**

* All Contractors, regardless of which Lot they deliver, must ensure their staff are trained in:
  + IOSH Working Safely (or equivalent)
  + Manual Handling
  + Basic Safeguarding
  + First Aid at Work – Emergency Level
* Maintain proof of all relevant qualifications and provide on request.
* Must allocate sufficient staff to complete each task safely, efficiently, and on schedule.
* STC reserves the right to request evidence of adequate staffing if tasks are delayed or standards are not met.
* The Contractor must not use volunteers, unpaid workers, Community Payback individuals, or individuals on work-experience placements to deliver any part of the Services.
* Apprentices may be engaged at the Contractor’s discretion, provided that:
  + They are employed under a formal apprenticeship agreement.
  + They are adequately supervised at all times by an experienced operative.
  + All work carried out by apprentices meets the same standards and specification required under this Contract.
* All staff deployed under this Contract must hold the qualifications and training listed in this Section and Section 4H below. The Contractor must maintain up to date records of these qualifications and make them available to STC upon request. At tender stage, the Contractor must provide evidence of their most senior staff member’s qualifications (e.g lead operatives, contract managers) and confirm that full training records will be kept and are available for audit.
* STC reserves the right to automatically disqualify any bid that does not demonstrate the required experience and qualifications.

**G. Insurance Requirements**

The Contractor shall maintain the following insurances throughout the term of the Contract and provide evidence of cover upon request:

* **Employers’ Liability Insurance** – minimum £10,000,000 per claim.
* **Public Liability Insurance –** minimum £5,000,000 per claim.

The Contractor must ensure that all staff, sub-contractors (as per 4D) and agents engaged in delivering the Services are covered by these insurances where relevant.

Failure to maintain the required insurance cover may result in termination of the Contract and/or the withholding of payments.

The Contractor shall notify the Council immediately of any changes, lapses or cancellations of insurance coverage during the term of the Contract.

Contractors must provide certificates of insurance to the Council prior to commencement and upon each renewal. The Council reserves the right to reject evidence if not satisfied with coverage

**H. Vehicles, Equipment & PPE**

* Supply and maintain all equipment in good, safe, lawful working order with appropriate service records available for inspection.
* Ensure equipment meets current environmental standards (e.g., low-emission engines or battery-powered where practicable).
* Use biodegradable oils/lubricants where applicable.
* Fit equipment with appropriate safety features (guards, hazard lights, reversing alarms, roll-over protection).
* Operate machinery in a way that minimises noise and disruption to residents.
* Ensure equipment is suitable for the task (ride-on mowers for large spaces, pedestrian mowers for small spaces).
* Provide all necessary Personal Protective Equipment (PPE) for operatives, maintained by the Contractor.
* Include all machinery fuel costs in the tendered price.
* Comply with all statutory speed limits and do not exceed 10 mph when travelling off-road.
* No unlawful parking.
* Fit beacons to vehicles and use hazard lights when pulled over.
* Close all gates after passing through; any costs from gates left open will be charged to the Contractor.
* The Contractor must only use machinery and vehicles suitable for the site and task.
* Any deviations from the submitted equipment list require prior written approval from the Council.
* All machinery must be regularly maintained and safety-checked; maintenance records must be available for inspection.
* Machinery and vehicles must be fitted with turf tyres to minimise damage to surfaces and protect biodiversity.

**I. Health & Safety Compliance**

* Provide risk assessments, COSHH assessments, and safe systems of work to STC annually.
* Comply with all applicable Health & Safety legislation, Approved Codes of Practice, and industry standards, including:
  + Health and Safety at Work etc. Act 1974
  + Management of Health and Safety at Work Regulations 1999
  + Control of Substances Hazardous to Health (COSHH) Regulations 2002
  + Provision and Use of Work Equipment Regulations 1998 (PUWER)
  + Personal Protective Equipment at Work Regulations 1992
  + Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR)
* Agree to annual health & safety reviews at both the work sites and the Contractor’s depot.
* Agree to monthly site visits to be undertaken by the Authorised STC Officer.

**J. Damage & Breakage Policy**

* Report any damage or breakages of STC property immediately upon discovery.
* Have an agreed procedure in place for rectifying or compensating for damage caused by Contractor operations.
* Assist STC in investigating any damage to assets, including playgrounds, sports facilities, and planting beds.

**K. Pest & Invasive Plant Reporting**

* Contractors must monitor for pests, diseases or invasive plant species on Council managed land and report any findings immediately to STC. Any actions beyond routine maintenance (e.g specialist treatment) must be approved by the Council before work proceeds, and any associated costs must be agreed in advance.

**L. Scheduling and Notifications**

* Produce a proposed schedule covering all sites, enabling STC to inform Councillors and residents what will be taking place & when, before initially commencing operations.
* Allowing reasonable leeway for machinery breakdowns or weather delays, but notify STC with at least 48 hours’ notice of any schedule changes.
* Update STC as required to reflect any changes, and submit the revised schedules to STC within 48 hours of the change.
* If access to a site is prevented (e.g road closures or utility works), the Contractor must notify STC and provide a revised date to complete those works.

**M. Stakeholder Liaision**

* The Contractor must provide advance notice before each visit and, where requested, be willing to liaise with local stakeholders (e.g. voluntary groups) to ensure works are carried out in line with agreed biodiversity or site-specific management requirements.
* Contractors must not take direction from stakeholders or third parties without prior approval from STC. If stakeholders request changes to the agreed scope of works or service expectations, the Contractor is required to notify STC, and ensure no changes are made unless written confirmation is provided by STC.
* The successful Contractor will be required to attend a mobilisation meeting with STC officers and relevant stakeholders prior to the commencement of works. The purpose of this meeting is to review the contract requirements, agree initial work plans, and clarify site-specific expectations. No works may commence until this meeting has taken place.

**N. Weather and Seasonal Procedures**

* Contractors must have procedures in place for extreme weather conditions (hot, cold, wet, high winds or icy) to ensure staff safety, protect equipment and maintain the condition of sites.
* During extreme weather conditions, contractors should adjust work schedules to avoid risks to staff, plants and provide hydration, and protect sensitive plants.
* Any delays or changes to the schedule due to weather must be reported to the Council within 24 hours.
* Where scheduled tasks, including grass cutting, cannot be undertaken due to adverse weather conditions, the Contractor must reinstate all sites within the contract to its normal condition within 7 days of conditions improving, unless otherwise agreed with STC.

**O. References**

* Evidence of delivering similar work within the last 3 years.
* At least two (2) references from clients (not STC) for comparable work.

**P. Tree Protection Orders**

All contractors are required to comply with Tree Preservation Orders (TPOs) and must ensure that no protected trees are damaged. The Contractor must make themselves aware of any trees subject to TPOs, as any works on these require prior written permission from STC. Any damage or issues affecting protected trees, or other trees on site, must be reported immediately. Contractors should be aware that they may be held liable and required to make good any damage caused.

The location of the TPOs can be shared with Contractor’s upon request.

**Q. Map Guidelines**

The maps and accompanying written instructions provided are intended as a general guide to indicate the areas to be maintained and the frequency of works required. They are not technical surveying maps and should not be relied upon as accurate to scale or measurement. The Contractor is expected to apply reasonable judgement and horticultural best practice in carrying out the works, and to seek clarification from STC where any uncertainty arises. The maps and instructions are to be used in conjunction with on-site conditions and should not be interpreted as a precise specification of dimensions or boundaries.

**R. Payment and Invoicing**

* As part of their tender submission, Bidders are invited to propose payment terms that they consider fair and appropriate. The Council is keen to support local businesses and will give due consideration to payment terms that help ensure cash flow and sustainability, while complying with public sector obligations.
* The Council’s standard approach is to make payment within 30 days of receipt of a valid and undisputed invoice, in line with Section 68 of the Procurement Act 2023. Where Bidders propose alternative terms, these must be clearly stated in the Pricing Schedule.
* Where performance failures are identified, the Council reserves the right to apply service credits, deductions, or withhold payment as set out in Section 12 – Issue Rectification Framework.
* No additional charges will be accepted unless agreed in writing by STC in advance.
* The tendered rates shall be deemed to include all labour, materials, fuel, consumables, plant, equipment, vehicles, insurance, and overhead costs necessary to deliver the services.
* Payments to the Contractor will be made in accordance with the agreed Pricing Schedule and any additional works as detailed in Section 7 – Variation of Services.
* To account for inflation, the contract rates will be adjusted annually from 1st April based on the Consumer Price Index (CPI), using the index published for November of the preceding year.
* STC will notify the Contractor of the revised rates in writing following publication of the relevant index.

**4.2 General Grounds Maintenance (Lot 1)**

All works under this section must also follow the site details and map in the tendering pack and linked below under Grounds Maintenance Map.

**A. Grass Cutting & Litter Collection**

The Contractor must carry out grass cutting (either standard ‘cut and drop’ or ‘cut and collect’ – please specify in the application) and litter picking across all designated sites, ensuring that grass does not exceed the agreed height limit of 10cm.

Using the map and documents in Appendix 1 and 2, all the sites under this Lot are detailed. Areas highlighted green must be maintained so that grass never exceeds 10cm, and vegetation encroaching on pathways must be cut back to the path edge to ensure full and unobstructed use of the path. The blue areas are designated wildlife zones and must only be cut once per annum in September/October (weather dependent and may take place earlier in cases of wildfire risk). The areas in purple indicate the location of a sports pitch; dark blue shows the cricket outfield; yellow indicates the dual-use pitch, pink shows the areas to be cut twice per-annum, orange pins indicate playgrounds, green pin shows our tennis court and lastly, the blue pins show site specific info.

The Contractor is also responsible for routine cutting back of vegetation (as detailed in Appendix 1 and 2 and any other locations that may arise within the areas already covered under this Lot.) to ensure the footpaths, signage or sightlines are not encroached upon, as well as to maintain safe access and a tidy appearance. This excludes specialist arboricultural works (e.g. major tree surgery, felling, or works at height requiring a qualified tree surgeon), which will be instructed separately if necessary.

All trees, benches, and other fixed structures within green spaces must be actively avoided to ensure they are not damaged. Any damages must be reported to STC according to section 4J. The Contractor must also make themselves aware of any trees subject to Tree Preservation Orders (TPOs) as any works on these require prior written permission from STC.

**B. Playground Maintenance**

At the following sites:

• The Salts Playground

• The Salts Skatepark

• The Crouch

Contractor must maintain playgrounds and associated areas:

* Maintain the sandpit by topping up with certified play-grade sand, ensuring safety and compliance with relevant playground standards.
* Cut grass in play areas as soon as it exceeds 10cm in height or sooner.
* Maintain up to date records/logs of all maintenance carried out, including:
  + Date of work performed
  + Description of tasks completed
  + Any issues identified and actions taken
  + Photographic evidence of completed work
  + Records must be available for inspection by STC.

**C. Sports Pitch Management**  
The Contractor shall manage the Council’s sports pitches and associated facilities. This contract does not include the provision of fine turf or specialist grounds services (e.g cricket squares, bowling greens). Works are limited to maintaining safe, playable grass surfaces for football, rugby, cricket outfield, and stoolball, as set out below, ensuring all areas are maintained to a safe, playable and visually acceptable standard. For the purposes of this contract, ‘playable’ and ‘match-ready’ refers to the Grounds Management Assocation’s standards – see Standards and Guidance section below.

Responsibilities are:

* **Football (STFC at the Crouch and Premier Football at The Salts):**
  + Prepare pitches to a match-ready standard, including line marking and top-ups, which must only be carried out when instructed by STC, using the Contractor’s own marking equipment unless otherwise directed.
  + Maintain grass at an appropriate height for football (during August-May, maximum 20-35mm).
  + Inspect & repair pitches regularly for hazards, including litter, broken glass, holes, divots, waterlogging or other obstructions.
  + Undertake seasonal maintenance: mowing, aeration, reseeding, fertilising, sanding, rolling, and topdressing to ensure safe, playable surfaces.
  + Observe a rest period for grass from mid-May to August to support regrowth and pitch health.
  + Provide pre-season preparation, including seeding, sanding, scarifying and rolling, prior to the start of the playing season.
  + Water, provided by STC, may be accessed at the point indicated in Appendix 1 and 2. The Contractor shall provide all necessary equipment, including hoses of sufficient length to service the designated work areas.
* **Rugby (at The Salts):**
  + Prepare pitches to a match-ready standard, including line marking and top-ups, which must only be carried out as instructed by STC, using the Contractor’s own marking equipment unless otherwise directed.
  + Remove and securely store rugby posts at The Salts Recreation Ground, outside of playing season.
  + Strim around goal storage areas and inspect and remove hazards (including litter, broken glass, or damage to posts).
  + Maintain grass at appropriate playing height (typically 25-75mm) through regular mowing.
  + Repair divots, bare patches and high-wear areas to maintain a safe and playable surface, as well as keeping the pitch and surrounding areas clean, removing litter and debris.
  + Undertake seasonal maintenance and end-of-season renovation (overseeding, aeration, fertilisation) as agreed with STC.
  + Report any damage to rugby posts, sockets, or equipment and agree remedial action agreed with STC and stakeholders.
  + Water provided by STC may be accessed at the point indicated in Appendix 1 and 2. The Contractor shall provide all necessary equipment, including hoses of sufficient length to service the designated work areas.
* **Cricket (at The Salts):**
  + Maintain the outfield throughout the cricket season (April-September).
  + Prepare the outfield to a match-ready standard, ensuring grass does not exceed 25mm and is free of hazards (e.g divots or broken glass) and debris.
  + Repair bare patches and high-wear areas to maintain a safe and playable surface.
* **Dual-Use Pitches**
  + Appendix 1 identifies the area of The Salts highlighted in yellow. This area is a dual-use pitch and must be prepared for cricket during the summer months and for rugby during the winter months. It is the Contractor’s responsibility to ensure that this area is maintained, prepared and presented to a match-ready and playable condition for all scheduled fixtures.
* **Tennis (at The Salts):**
  + Sweep tennis courts weekly to maintain a safe, debris-free surface.
* **Changing Rooms & Facilities (The Salts):**
  + Unlock, clean, and prepare changing rooms and associated facilities prior to use, and lock and secure them after use.
  + Ensure all facilities are left in a clean, safe and serviceable condition, in line with fixture schedules notified by Authorised STC Officer.
* **Method, Programme and Reporting:**
  + Contractor is responsible for determining methods, schedules and resources required to achieve the specified outcomes.
  + Tender submissions must include proposed approaches, equipment list and indicative timetable.
  + Maintain an up-to-date schedule of works for STC, ensuring that STC (and relevant stakeholders where appropriate) are notified in advance of any significant changes.
* **Standards & Guidance:**
  + Follow professional guidance and best practice as recommended by the Ground Management Association: [**GMA Home - Grounds Management Association**](https://www.thegma.org.uk/home/)**.**
  + Maintain records of maintenance activities, inspections and any issues identified.
* **Contractor Storage Facility**

A storage hut located at The Crouch is available for the Contractor’s use during the contract period. The following conditions apply:

* + The hut may be used solely for the storage of equipment and materials required for delivery of the STC grounds maintenance contract.
  + The Contractor is responsible for keeping the hut secure at all times, including the safe management of any keys or access codes provided.
  + The Contractor must maintain the hut in a clean and tidy condition and ensure no hazardous substances are stored without the Council’s prior written consent.
  + The Council accepts no liability for any loss, theft, or damage to the Contractor’s property stored in the hut.
  + Use of the hut is conditional on the Contractor vacating it immediately upon the end of the contract or upon request by the Council, leaving it in good condition.

**D. Watering**

For both the rugby and football pitches:

* Water may be accessed at the points indicated in Appendix 1 and 2, at The Salts Recreation Ground and The Crouch. The Contractor shall provide all necessary equipment, including hoses of sufficient length to service the designated work areas.

**E. Emergency Works**

* Within your tender application please make clear what hours of call out cover you intend to offer and how you will staff this. We're happy to accept proposals that do not include Christmas Day and New Years Day. We will also accept proposals that aren't able to offer a full 24 hour cover.
* Make unsafe areas safe within 2 hours of notification.
* Maintain Heras fencing in their depot for immediate use if necessary.
* Carry out emergency repairs to playground equipment within 24 hours where reasonably practicable or otherwise within a timescale agreed with STC.

**F. TUPE**

STC advises that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) may apply to this Lot. Employees currently engaged in delivering this service may have the right to transfer to the successful Contractor. The Council understands that only one employee is affected by this contract and may be subject to TUPE transfer. The Contractor will be required to comply fully with TUPE and all associated employment legislation. Access to this information is strictly subject to signing the Confidentiality Agreement included in the Tendering Pack. By participating in this tender, Bidders agree to be bound by the terms of that Agreement.

If awarded this Lot, the Contractor will also be required, at the end of their contract term (or upon early termination), to provide STC with complete and accurate anonymised employee information sufficient to enable compliance with TUPE in any subsequent procurement exercise. This information must be:

* Provided no later than six months prior to the contract end date, and
* Be supplied within two weeks of request from STC.

The Contractor will be liable for ensuring the accuracy and timely provision of this information and for meeting all associated legal obligations.

* 1. **Verge Cutting (Lot 2)**

STC manages approximately 129,378 m² of grass verges. Contractors are required to cut urban grass verges, as shown on the maps in Appendix 3 and 4, four times per annum (April, June, August, and October).

Contractors must also:

* Ensure vegetation does not encroach onto footpaths, signage, or sightlines, so as not to create hazards or reduce visibility for pedestrians, cyclists, or drivers.
* Remove and lawfully dispose of all debris resulting from cutting (e.g. grass clippings, leaves). Debris must not be left on pathways, roads, or neighbouring properties.
* Take care to avoid damage to trees, benches, and other fixed structures within green spaces. Any damages must be reported to STC according to section 4J.

**4.4 Planting & Decorative Displays (Lot 3)**

Full site map can be found in appendix 5.

a) Plant and maintain visually pleasing seasonal displays within:

* War memorial beds
* Town planters (23 planters & 13 pole planters)
* Decorative boat planter
* Beds outside Morrisons
* Crouch Peace Gardens

b) Maintain the upkeep of the Crouch Peace Gardens by:

* Cultivating all existing beds and borders, in particular:
  + Weeds:
    - Hoe emerging annual weeds
    - Remove perennial weeds by hand, especially from the middle of shrubs and perennials
    - Remove bindweed according to Lewes District Council’s policy
* Prune shrubs at the appropriate time and recommended way for each variety and renovate when necessary.
* Deadhead perennials to prolong flowering.
* Lift and divide congested perennials at the appropriate season.
* Feed any plant that shows signs of poor growth.
* Maintain soil quality to a high level. Mulch (50-75mm) with organic matter once a year.
* Replacement of dead or disappeared plants to avoid gaps in planting where possible.
* Undertake thorough watering during dry periods, with particular attention to newly planted stock and plants in sunny or exposed locations, ensuring adequate soil saturation to maintain plant health and presentation.
* Weeding and sweeping of paths & regular litter picking.

c) All bulbs, seeds and plants to be included in the tendered price.

d) Maintain planted areas by watering and de-weeding a minimum of 10 visits per year, plus additional as required depending on weather conditions and other factors affecting presentation.

e) Use only non-chemical fertilisers.

f) Remove weeds and cuttings prior to replanting.

g) At least one staff member on site at all times who holds NVQ Level 1 in Horticulture or RHS Level 1 / 2 qualification or equivalent.

h) Subject to agreement with STC, the Contractor may be required to support modifications for existing beds, including (but not limited to) the conversion of one bed to a wicking system, should funding become available. The Contractor shall also water and maintain as required and undertake seasonal replacement planting to restore the quality of display.

i) Water may be accessed through the access point at the War Memorial. The Contractor shall provide all necessary equipment, including hoses of sufficient length to service the designated work areas.

**Section 5 - Protection of Services**

The Contractor is responsible for:

* Identifying the presence and exact position of all drains, services, and statutory undertakings before commencing site work.
* Reporting any damage immediately to the statutory body and Authorised STC Officer.
* Bearing the cost of repairs for damage caused.
* Not interfering with existing services without permission.
* Reporting any damage or interference to the Authorised STC Officer within 2 hours.

**Section 6 - Performance & Monitoring**

* STC will continually monitor performance against KPI’s.
* Works will be audited by an STC officer.
* All issues must be rectified in accordance with Schedule 1 – Issue Rectification Framework.

**Section 7 - Variation of Services**

* STC may add or remove sites or areas from the contract during the contract term.
* Any additional work added will be paid to the Contractor, calculated using the rates submitted in the Pricing Schedule.
* If sites or areas are removed, the Contractor will not be paid for work no longer required.
* Any changes to the contract will be communicated with one (1) month’s written notice.

**Section 8 - Pre-Commencement Requirements**

Before starting work, the Contractor must have the following in place, available on site, and accessible to operatives and STC Officers:

* Approved Safe Operating Procedures (SOPs) for all relevant tasks
* Method Statement for each task undertaken
* Safe System of Work for each task undertaken
* A copy of your Health & Safety and Equality, Diversity and Inclusion policies.
* Dynamic and/or task-based risk assessment for all activities
* Copies of COSHH assessments for substances used
* Emergency response procedures (including call-out arrangements, contacts and escalation)
* Confirmation that all staff deployed will hold the required qualifications before contract start, and that full training/qualification records will be kept and made available for audit

**Section 9 - Tender Submission**

Bidders must submit the following as part of their tender. Any tenders without this list of contents will not be considered.

* A completed and signed Application Form (including references and declarations) including answers to the quality questions, and the completed Applicant Conflict of Interest Declaration
* Completed Pricing Schedule
* Evidence of qualification and training (as per section 4.1 F) including:
  + A copy of the most senior staff member’s qualifications to demonstrate competence
* Example risk assessments, COSHH assessments, and safe systems of work
* Method statements for key tasks
* Details of emergency response arrangements

**Section 10 - Conflict of Interest (COI)**

* All Seaford Town Councillors and STC Officers involved in this procurement will be required to declare any potential personal, financial, or business interest with any applicant.
* Any Councillor or Officer with a declared conflict will not be permitted to participate in the evaluation or decision-making process for this tender.
* A COI Register will be maintained by the Town Clerk to record all declarations and the actions taken.
* The STC Officer responsible for compiling these documents, and answering questions raised by prospective bidders, will not participate in the evaluation or decision-making process for any tenders.

**10.1 Applicant Declarations**

* Applicants must declare any potential conflict of interest, including (but not limited to):
  + Personal, family, or business relationships with Town Councillors or Officers.
  + Financial or business connections that could compromise impartiality.
* Applicants must complete the COI declaration in the Application Form. In the event of no potential conflict, a ‘nil return’ response is still required.
* Failure to declare a conflict will result in exclusion from the procurement process and/or termination of any subsequent contract.

**10.2 Council Rights**

* STC is obliged by law to investigate any declared or suspected conflicts of interest.
* The Council will take appropriate action, including but not limited to:
  + Requiring mitigation measures;
  + Excluding an applicant from the tender process;
  + Withdrawing a contract award if a conflict is later discovered.

**10.3 Record Keeping**

* All declared conflicts and resulting actions will be documented in the COI Register held by the Town Clerk.
* This register will be retained for audit purposes and made available upon request to authorised parties.

**Section 11 - Evaluation Criteria**

Tenders will be evaluated on a mixture of:

* Price (40%)
* Quality of answers in the application form (60%)

A zero (0) score will be given on any application form questions not completed appropriately to answer the specific question; attachments are considered as evidence and supporting documents only.

Below is guidance on how to successfully answer the quality questions in the Application Form (Section 5).

Lot 1 – Grounds Maintenance (including sports and playgrounds)

|  |  |  |
| --- | --- | --- |
| Question | Weight (%) | Notes |
| Grounds Maintenance | 20 | Weekly sweeping, litter control, lawful waste disposal (with disposal notes), environmentally friendly grass cutting, pesticide compliance |
| Staff & Training | 15 | Qualifications (relevant training), staff presentation, competence, adequacy of staff allocation for completing tasks on schedule, contingency plan for staff absence *(points will be based on adequacy, planning and quality, not absolute number of staff).* |
| Health & Safety | 15 | Compliance with legislation, risk assessments, safe systems of work, annual reviews, discovery of hazardous items |
| Playground Maintenance | 12 | Topping up surfacing, grass cutting in play areas |
| Scheduling & Notifications | 10 | Method for schedules, informing the Council, handling breakdowns, weather delays, restricted access |
| Sports Pitch Management | 8 | Pitch preparation, line marking, changing room management |
| Vehicles & Equipment | 8 | Environmental and safety compliance, safe use (speed limits, beacons, hazard lights, gates) |
| Damages & Breakages | 7 | Reporting and rectification of damage caused |
| Client Referrals | 5 | At least two comparable contracts in the last 3 years |

Lot 2 – Verges and Pathways

|  |  |  |
| --- | --- | --- |
| Question | Weight (%) | Notes |
| Verges & Pathways | 25 | Verge/pathway cutting, adherence to height limits, MyMaps plan, road closures, revised schedules |
| Staff & Training | 20 | Qualifications (relevant training), staff presentation, competence, adequacy of staff allocation for completing tasks on schedule, contingency plan for staff absence *(points will be based on adequacy, planning and quality, not absolute number of staff).* |
| Health & Safety | 20 | As Lot 1 – with emphasis on roadside/verge work |
| Scheduling & Notifications | 15 | Preparing schedules, delays, road closures, access issues |
| Vehicles & Equipment | 10 | Safe and compliant vehicles, hazard lights/beacons, speed limits |
| Damage & Breakages | 5 | Reporting and rectification of damage caused |
| Client Referrals | 5 | At least two comparable contracts in the last 3 years |

Lot 3 – Planting & Decorative Displays

|  |  |  |
| --- | --- | --- |
| Question | Weight (%) | Notes |
| Planting & Decorative Displays | 30 | Planting, maintaining and watering seasonal displays & rose beds, non-chemical methods, sustainable sourcing, experience in rose pruning/deadheading/disease management |
| Staff & Training | 20 | Horticultural experience (NVQ1/2 or RHS Level 1/2), staff presentation, competence, meeting attendance. |
| Health & Safety | 15 | As Lot 1 – with emphasis on safe handling of tools, planters, watering equipment |
| Scheduling & Notification | 15 | Schedules for planting/watering, informing Council of delays/weather impacts |
| Vehicles & Equipment | 10 | Suitability for transporting plants/water, environmental compliance |
| Damage & Breakages | 5 | Reporting and rectification of damage caused |
| Client Referrals | 5 | At least two comparable contracts in the last 3 years |

How it will be scored:

|  |  |  |
| --- | --- | --- |
| 0 | Unacceptable / no response | No response provided or response fails to address the requirement. |
| 1 | Poor | Response provides little detail, is generic, and fails to demonstrate sufficient understanding or capability. |
| 2 | Limited | Response addresses the requirement in part but lacks evidence, detail or assurance. |
| 3 | Satisfactory | Response adequately addresses the requirement, demonstrates a reasonable understanding, and provides some supporting detail/evidence. |
| 4 | Good | Response is detailed, clear, and demonstrates a strong understanding and ability to deliver. Includes relevant evidence, examples or innovative approaches. |
| 5 | Excellent | Response fully addresses all aspects of the requirement in a comprehensive and insightful way. Demonstrates best practice, clear added value, and provides strong evidence of successful delivery in similar contracts. |

**Example bidder scores:**

Each section will be scored between 0-5, the score will be multiplied by the weighting % to produce a number. All of those numbers will be added up together, then divided by 500 (the maximum possible score), then multiplied by 100 to get an overall %. This is an example calculation for Lot 1:

* Grounds Maintenance: 4 (score) × 20 (%) = 80
* Staff & Training: 4 × 15 = 60
* Health & Safety: 5 × 15 = 75
* Playground Maintenance: 3 × 12 = 36
* Scheduling & Notifications: 4 × 10 = 40
* Sports Pitch Management: 4 × 8 = 32
* Vehicles & Equipment: 5 × 8 = 40
* Damage & Breakages: 5 × 7 = 35
* References: 5 × 5 = 25

Total weighted score = 423

To get a percentage out of 100, divide by the maximum possible weighted score:

* Maximum possible score = (5×13×4) + (5×9×4) + (5×5) + (5×4) + (5×3) = 500

Now calculate percentage:

* Score = 423 ÷ 500 × 100 = 84.6%

Therefore, this bidder would score 85/100.

**Section 12 - Issue Rectification Framework**

This framework outlines the process and timescales for rectifying performance issues identified during inspections, audits or via public reports.

* 1. Categorisation of Issues
     + A Critical Issue – Immediate risk to public safety, security, or significant environmental harm.
     + B Major Issue – Significant service failure but no immediate public safety risk.
     + C Minor Issue – Localised or aesthetic issue with no operational impact.
  2. Rectification Timescales
     + Critical Issue – Made safe immediately (within 2 hours) and fully resolved within 24 hours.
     + Major Issue – Rectified before 5 working days.
     + Minor Issue – Rectified before 10 working days.
  3. Escalation Process
     + First occurrence: written notice and agreed corrective action plan.
     + Second occurrence (same issue within 6 months): service credit applied
     + Third occurrence: formal warning, service credit applied and potential breach notice.
  4. Failure to Comply

Failure to meet the rectification timescales may result in:

* + - Financial deductions as per contract
    - Withholding of payment
    - Early termination of contract for repeated breaches

*Example:*

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| KPI Area | Standard Required | Measurement Method | Frequency | Rectification Time | Issue Category (Schedule 1) | Consequence of Failure |
| Grass cutting (verges and open spaces) | All grass cut to agreed height; no scalping or missed sections; litter removed prior to cutting | Site inspections and photographic evidence | Monthly | 5 working days | B | Written warning, possible service credits |
| Scheduling and Notifications | Council notified at least 48 hours in advance of schedule changes; if access prevented (e.g road closure), Contractor must inform Council immediately and provide revised date. | Inspection of records, Council log of notifications, complaints from residents. | Ongoing | 5 working days | B | Written warning, possible service credits |
| Tennis court sweeping | Courts swept weekly, surfaces free from debris | Site log and inspection | Monthly | 10 working days | C | Written warning |
| Litter clearance | Litter removed before mowing/strimming; no visible litter after works | Inspection | Ongoing | 10 working days | C | Written warning |
| Staff presentation | All staff in branded, recognisable uniform with name badges and appropriate PPE | Site inspection | Ongoing | 10 working days | C | Stop work until resolved |
| Staff qualifications | All staff hold NVQ level 2 minimum; records kept updated | Document check | Annual | 10 working days | C | Written warning |
| Health & safety compliance | Risk assessments, COSHH, and safe systems of work on site and accessible | Audit | Quarterly | Immediate (2hr safe / 24hr full resolution) | A | Stop work until compliant |
| Vehicle standards | Vehicles compliant with statutory limits; max 10 mph off-road; beacons & hazard lights used appropriately. No unlawful parking. | Site inspection | Ongoing | 5 working days | B | Written warning |
| Waste disposal | All waste disposed of lawfully with disposal notes available on demand. | Document review | Quarterly | 5 working days | B | Service credits / breach notice |
| Pesticide use | Full compliance with STC/LDC policy & legislation | Inspection & records check | Ongoing | Immediate (2hr safe / 24hr full resolution) | A | Written warning |
| Emergency response | Unsafe areas made safe within 2 hours of notification | Incident log & inspection | As required | Immediate (2hr safe / 24hr full resolution) | A | Service credits / breach notice |
| Vandalism response | Report to the Council Officer make safe within 2 hours | Incident log | As required | Immediate (2hr safe / 24hr full resolution) | A | Service credits / breach notice |

KPI targets and service credit thresholds may be reviewed annually in consultation with the Contractor, with changes notified in writing at least one month before implementation.

* 1. Service Credits Procedure

The following applies to all Lots (1, 2 and 3): the first four months of operational service will be considered as a settling in period, and no service credits will be applied if any category B or C issues occur.

* Category A (Critical): Any single unresolved issue after the rectification timescale triggers a service credit.
* Category B (Major): Two or more occurrences of the same issue within a 12 month period triggers a service credit.
* Category C (Minor): Service credits may be applied for persistent or repeated failures (occurring 3+ occasions).

Service Credits will be calculated using the Pricing Schedule for the affected work.

**Appendices:**

Double click on the pdf to open.

Appendix 1: [Grounds Maintenance Map](https://www.google.com/maps/d/edit?mid=1e-zIW0gzHhD90-AKm4kboKZKQNpTdGI&usp=sharing)

Appendix 2: 

Appendix 3: [Verges Map](https://www.google.com/maps/d/edit?mid=1dY1oedT1pVj7mmMkUf2wCoHYg7G-eQs&usp=sharing)

Appendix 4: 

Appendix 5: 