



HORLEY TOWN COUNCIL

Invitation to Tender (ITT)

Provision of Ground Maintenance Services 2024-26



PROVISION OF GROUND MAINTENANCE SERVICES 2024-26

SECTION 1	INVITATION TO TENDER (ITT) PREAMBLE
SECTION 2	GENERAL TENDER INFORMATION
SECTION 3	CONTRACT DETAILS
SECTION 4	SITE DETAILS
SECTION 5	DETAILED SPECIFICATIONS
SECTION 6	INSTRUCTIONS FOR TENDERING
SECTION 7	BILLS OF QUANTITIES
SECTION 8	FORM OF TENDER
SECTION 9	EVALUATION CRITERIA
SECTION 10	LIST OF APPENDICES

BRIEF DETAILS OF TENDER

1.	COMMENCEMENT DATE	1 JANUARY 2024
2.	CONTRACT PERIOD	THREE YEARS WITH A POSSIBLE TWO YEAR EXTENSION
3.	AUTHORISING OFFICER	THE AUTHORISING OFFICER SHALL BE THE TOWN CLERK, OR THEIR APPOINTED REPRESENTATIVE
4.	PUBLIC LIABILITY INSURANCE COVER	£10,000,000 (MINIMUM)
5.	DATE/TIME FOR RETURN OF TENDER SUBMISSION	29 SEPTEMBER 2023 BY 12.00 NOON
6.	NOTIFICATION OF AWARD OF TENDER	31 OCTOBER 2023

SECTION 1 - INVITATION TO TENDER (ITT) PREAMBLE

1.1 **Introduction:**

Horley Town Council is seeking to award a three-year Grounds Maintenance Contract. The Invitation to Tender is being procured under the Town Council's open tender process, in line with the [Public Contracts Regulations 2015](#). This document provides applicants intending to tender for the Grounds Maintenance Contract with the requirements, standards and conditions under which the procurement will be operated.

1.2 **Overview of Horley Town Council:**

Operating as a first tier of local authority, the Town Council provides local services (in conjunction with the principal authorities Surrey County Council and Reigate and Banstead Borough Council). The Town Council is a vital part of the town, representing residents on community issues and areas of interest, delivering services to meet local needs and ensuring the well-being of the community. The Town Council's vision for Horley is that we strive ***'To make Horley a better place to live, work and visit as well as developing a shared strategy for future economic growth and prosperity ...'***.

1.3 **Grounds Maintenance; Background and Objectives:**

The purpose of the tendered contract is to deliver a high-quality grounds maintenance service for Horley Town Council's public open spaces – including amenity, recreational, sporting and allotment areas.

The Town Council puts great value in the day-to-day management of these open spaces as a resource that all residents can enjoy. Green Spaces are a vital part of the community infrastructure, contributing in a variety of ways to the health and well-being to everyone that use them and to enjoy their visual amenity.

The Tender Specification provides the necessary details and standards to achieve the Town Council's required maintenance standards, while other sections (such as the Terms and Conditions), outline essential work pre-requisites, including health & safety and necessary qualifications.

Value for money is essential for any local authority that is spending public money and it will be a key requirement in determining the successful applicant for this tender.

Another important element of the tender will be the provision of social value, which is based on supporting ethical criteria wherever possible. For instance, the Town Council will favour the opportunity to use companies or contractors that can put money back into the area by providing opportunities for local employment. It is also imperative the successful applicant shows a commitment to satisfactory employment conditions and pays its staff a real living wage.

Establishing strong environmental standards and benefits are other key elements of supporting social values. The Town Council declared a climate emergency in 2019, pledging to proactively reduce its CO2 emissions, whilst encouraging and enabling the community to do so too. Consequently, a strong focus on reducing the carbon footprint of the Town Council's own grounds maintenance operations will be essential.

Likewise, maintenance that supports the Town Council's commitment to addressing the ecological emergency is an increasing focus of its grounds management requirements. Where possible, any suitable opportunity to enhance biodiversity and wildlife habitats should be identified and adopted.

SECTION 2 - GENERAL TENDER INFORMATION

2.1 Horley Town Council Responsibilities:

The Authorising Officer will be the Town Clerk. Responsibility for day-to-day supervision, however, may be part-delegated during the contract to delegated HTC Officer. The Town Clerk or delegated Officers shall consult the Leisure Committee Chairman on progress of the Grounds Maintenance Contract at every stage. The Leisure Committee Chairman shall also have direct involvement from the outset to conclusion of the Grounds Maintenance Tender and additional reporting will be provided to the Leisure Committee in order to make recommendations to Full Council on decision making, as appropriate. Additionally, a working group of councillors will be appointed by the Leisure Committee to agree a shortlist of contractors from the initial sift of applications with full involvement up until the contract has been awarded to the successful applicant.

2.2 Contractor's Responsibilities:

A brief update report shall be submitted to the delegated HTC Officer on the last day of each month by email. The update shall set out work undertaken; work not undertaken and the reason why; and any issues arising. The report shall also indicate if any future works have been identified or works that are necessary but not included in this Contract. The contractor shall ensure that a dedicated contact is allocated to the Town Council and that appropriate contact details are provided.

2.3 Budget:

As a guide, the estimated cost to the Town Council for this contract will be approximately £75,000 per annum. This available budget is exclusive of all costs and VAT.

2.4 Payment:

Payment shall be made monthly to the contractor on satisfactory completion of works and following receipt and verification of an invoice by Horley Town Council. Invoices **must** be produced monthly by the last day of the month and clearly state the agreed, scheduled payment or the cost of each individual job carried out over that period. Payment will be made by BACs. In accordance with the Public Procurement Contract Regulations 2015, the Town Council will pay all valid and undisputed invoices by no later than 30 days from the date on which the invoice was received.

2.5 Duration of Contract Term:

The Grounds Maintenance Contract will commence on 1 January 2024 and proceed for a three-year period until December 2026, subject to satisfactory performance.

2.6 Extension Periods:

There is a variable-option to extend for a further two years (3years, +1year and +1year) at the discretion of the Town Council and by mutual agreement of both parties. These two extension period options might extend for 2x12 months from:

1 January 2027 to 31 December 2027; and from

1 January 2028 to 31 December 2028

2.7 Acceptance of Tenders:

The Council does not bind itself to accept the lowest, or any, tender.

SECTION 3 – SPECIMEN CONTRACT (SUBJECT TO CHANGE)

THIS CONTRACT is made the day of 2023

between

HORLEY TOWN COUNCIL of Council Offices, 92 Albert Road, Horley RH6 7HZ ("the Town Council") and

[insert] Contractor and Registered Office Address
("the Contractor")

1. THE PARTIES:

1.1 The Employer / The Council

Horley Town Council, Council Offices, 92 Albert Road, Horley, Surrey RH6 7HZ

1.2 Authorised Officer:

Town Clerk (or appointed representative)

1.3 The Contractor:

[Company awarded the contract]

2. DEFINITIONS AND INTERPRETATIONS

2.1 In this Contract, save where the context otherwise requires, the following expressions shall have the same meanings hereby assigned to them:

2.1.1 "Commencement Date" means 1 January 2024

2.1.2 "Contract Period" means an initial period of 3 years, beginning on the "Commencement Date" and any extension thereof, if such extension is agreed by the Town Council.

2.1.3 "Contract Standard" means such standard as complies in each and every respect with all relevant provisions of the Contract, including the Schedules and where to the extent that no provision or criteria are stated in the Contract or Schedules, such standard is to be to the entire satisfaction of the Authorised Officer.

2.1.4 "Conditions" means these conditions and any modification thereof, duly made in accordance with their provisions.

2.1.5 "Contract" means this Contract, including the Conditions and Schedules.

2.1.6 "Contractor" means the business involved in hiring professionals to provide expert skills and services as is defined in a wide variety of tasks relating to the care and maintenance of public parks together with recreational or play areas and outdoor spaces.

2.1.7 "Town Council" means Horley Town Council and any successor authority and any other body to which all or part of its functions may be lawfully transferred.

2.1.8 "Party" and "Parties" means Horley Town Council and the Contractor.

2.1.9 "Plant" means all large machinery required to undertake the Service.

2.1.10 "Rates" means the costs provided on the Programme of Works in Schedule 2 as increased on an annual basis.

- 2.1.11 "Service"** means the Service set out in the Specification in Schedule 1 and Tender return including Programme of Works in Schedule 2 together with any agreed modification of any of them.
- 2.1.2 "Authorised Officer"** means the Town Clerk of the Council or delegated HTC Officer who may subsequently be appointed by the Council to carry out all or any of the functions carried out by the Town Clerk at the Commencement Date and any person duly appointed by the Council to act in role of Authorised Officer.

SECTION 3 – SPECIMEN CONTRACT DETAILS

- 3.1** The Contract shall commence on the Commencement Date for the Contract Period, subject to any extensions in accordance with Condition 3.2 or Termination in accordance with Condition 20.
- 3.2** The Contract Period shall be reviewed by the Town Council on the second anniversary of the Commencement Date. Horley Town Council shall review the Contractor's performance of the Contract and decide at its sole discretion as to whether or not to extend the Contract period for a further year. If extended, the Contract Period shall be reviewed by the Town Council on the third anniversary of the Commencement Date. The Town Council shall review the Contractor's performance of the Contract and decide at its sole discretion as to whether or not to extend the Contract for a further year.
- 3.3** **Extension of Contract Period:**
Any agreement shall be by written agreement by both parties.
- 3.4** **Performance of the Service :**
During the Contract Period, the Contractor shall perform the Service in strict accordance with the Contract Standard and in a proper, skilful and workmanlike manner, to the entire satisfaction of the Authorised Officer and the Town Council collectively.
- 3.5** The Contractor shall provide all labour, materials, Plant, depots and transport to and from all Town Council sites, parks and open spaces and everything of a temporary or permanent nature required in, or for the performance of the Service.
- 3.6** The Contractor shall, in carrying out the Service, comply at all times with all relevant Acts of Parliament, statutory regulations, notices or orders and Codes of Practice and shall indemnify the Council against any loss or damage caused by non-compliance with any such provisions.
- 3.7** The Contractor shall during the Contract Period hold all relevant Licences, including a Waste Carrier's Licence.
- 3.8** The Contractor shall comply with the conditions and regulations, imposed by the Licences and will notify the Authorised Officer immediately in the event that such Licence is suspended or terminated.
- 3.9** **Payment:**
Provided that the Contractor shall have performed the Service in accordance with the stated terms and conditions and has invoiced the Town Council for the preceding month, the Authorised Officer shall authorise the invoice or put before the Full Council meeting for authorisation (as appropriate) for the invoice to be paid on time.
- 3.10** The Town Council shall be entitled to deduct from any payment a sum certified by the Authorised Officer as being deductible by reason of any omission or non-performance of the Service by the Contractor, or the defective performance of the Service by the Contractor, or any variation in the Service performed by the Contractor, or as a result of any modification in the Contractor's method of carrying out the Service or by way of charges, payments, compensation, agreed damages or other sums payable to the Town Council in pursuance of any of the Conditions.

- 3.11** The Town Council shall add to any payment any sum certified by the Authorised Officer as being due to the Contractor in the period to which the instalment relates, by reason of any additional works actually performed by the Contractor, pursuant to an instruction of the Authorised Officer, or any variation in the Service performed by the Contractor pursuant to an instruction from the Authorised Officer.
- 3.12** Where an instruction is given by the Authorised Office or, in the opinion of the Authorised Officer, constitutes a reduction in the Service; or where written notice has been served on the Contractor, then the Authorised Officer shall certify the amount to be deducted from the relevant instalment(s). In doing so, the Authorised Officer shall have due regard so far as is practicable to the rates applicable to such part or parts of the Service as is affected, omitted, reduced or not performed.
- 3.13** Where any instruction is given by the Authorised Officer, which in the opinion of the Authorised Officer involves an increase or an addition in the Service, then the Authorised Officer shall certify the amount to be added to the relevant payment as follows:
- 3.14** **Price Review:**
The rates included in the Programme of Works shall remained fixed for one year from the Commencement Date. The rates for each succeeding year of the Contract Period, plus the possible two-year extension to the Contract, shall be the rates for the immediate preceding 12 months January to December increased or decreased by a proportionate rise or fall in the Consumer Prices Index (CPI) as published by the ONS between a date one month prior to every anniversary of the Contract. The first review shall become effective on 1 January 2024.
- 3.15** **Insurance:**
The Contractor shall indemnify the Council form any claims for damage to property or persons arising from the performance of the contract and will be required to produce evidence of Public Liability Insurance to a minimum value of £10million per claim.
- 3.16** **Site Details:**
The location maps for all work schedules are appended to this invitation to tender.
- 3.17** **The Works / Service:**
Please refer to the detailed Works Specifications appended for full details.
- 4. WORKING PRACTICES**
The Contractor shall ensure that all employed staff may be identifiable, either through a uniform, tabard, badge or some other form of identity. The Contractor's employees shall, at all times, act in a reasonable manner, particularly in their dealings with the general public. No sub-contracting is permissible without the prior written consent of the Town Clerk to the Council.
- 5. CONTRACT MANAGER**
The Contractor shall ensure that during the contract period, a member of the Contractor's management staff is empowered to act on behalf of the Contractor and be available to be contacted by the Authorised Officer at all "reasonable" times, ie. during normal business hours. The Contractor will further provide an emergency contacts list. Both the Contractor and the Council shall make known to each other the persons responsible for daily matters affecting the contract.

6. HEALTH AND SAFETY

The Contractor shall comply with all relevant sections of the Health and Safety at Work Act 1974; including Electricity at Work Regulations; and Control of Substances Hazardous to Health Regulations. The Contractor shall adopt safe methods of work in order to protect the health and safety of its own employees, the employers of the service users and all other persons including members of the public. The Contractor shall review its health and safety policies and safe working procedures as often as may be necessary in the light of changing legislation or working practices. The Contractor shall ensure that its staff are knowledgeable in fire safety regulations; are trained accordingly; and understand the prohibition of any burning methods whatsoever on sites as enforced by the Town Council.

7. GENERAL DEFINITION AND INTERPRETATIONS

7.1 Approval

'Approval' (and words derived therefrom) means the approval in writing of the Authorised Officer unless specified otherwise.

7.2 Or Equivalent Approved

Or 'Equivalent Approved' means that products of different manufacture may be substituted if prior approval has been obtained, but the Authorised Officer reserves the right to insist on named product(s).

8. CONTRACTOR'S OBLIGATIONS

During the Contract Period, the Contractor shall provide the Services in a proper, skillful and workmanlike manner, to the Contract Standard and in accordance with Method Statements and written instructions.

9. VEHICLES AND MACHINERY (PLANT)

The Contractor shall provide all vehicles and machinery (hereinafter together referred to as 'Plant') as are necessary for the proper performance of the Works. All Plant employed in the performance of the Service shall be of a suitable type and construction, safe in use, properly maintained and, at all times, in good and serviceable repair. Any item of Plant which does not comply with this condition may be condemned by the Authorised Officer and, if so condemned, forthwith removed by the Contractor from service. In the event of equipment breakdown, the Contractor shall make replacement items readily available. Contractors are to give full details in the event that Plant or equipment is not to be fully utilised under this Contract.

10. STATUTORY REQUIREMENTS

10.1 Statutory Obligations: To allow for measures necessary to control noise, pollution and comply with all other statutory obligations. The Contractor shall, during the Contract Period, hold all relevant Licenses, including a Waste Carrier's Licence.

10.2 Traffic Regulations: To allow for measures necessary to ensure compliance under current regulations; or legislative changes; or newly enacted laws.

10.3 Safety, Health and Welfare: To allow for measures necessary to ensure compliance with regulations and working rules relating to the health and safety of employees and the general public.

11. SECURITY, PROTECTION AND RESTRICTIONS

11.1 Generally

- i. **Use of Sites**: The sites are not to be used for any purpose other than carrying out The Works.
- ii. **Advertising**: No advertisements are to be displayed on Town Council sites, parks or open spaces, at any time.
- iii. **Vandalism**: Any vandalism or malicious damage **must** be reported without delay to the Authorised Officer and the Police, as appropriate.

11.2 To safeguard against the following:

- i. **Nuisance**: To take all necessary precautions to prevent nuisance from smoke, dust, rubbish and other causes and to **never burn any materials on site**.
- ii. **Dangerous Substances**: To take all recommended safety precautions when handling or using toxic, inflammable or other dangerous substances and to keep under lock and key when not in use. To remove empty containers from sites and dispose of safely by appropriately trained staff who are certified to work with hazardous substances.

11.3 To Protect the following:

- i. **Existing Features**: To prevent damage to existing buildings, fences, gates, walls, roads, paved areas and other site features, which are to remain in position during the execution of the Works.
- ii. **Adjoining Property**: To take all reasonable precautions to prevent damage to adjoining property. To obtain permission as necessary from the owners of adjoining property if access is required and to clear away and make good on completion or as and when directed.

12 GENERAL MANAGEMENT OF THE WORK

- i. **Additional Work**: Any works beyond those specified in the Contract shall be agreed with the Authorised Officer who will issue an instruction, subject to approval, after a cost estimate has been received.
- ii. **Repair Work**: Where repairs work to surfaces, manhole covers, gullies etc are required, the Authorised Officer shall be informed in advance accordingly.
- iii. **Overtime Working / Additional Works**: If specifically requested by the Authorised Officer, shall be charged in accordance with the agreed Schedule of Rates.
- iv. **Damage to Grass**: The Contractor shall take reasonable measures to ensure that there is no damage to grassed areas caused by vehicle or machinery use. Should any damage occur, it shall be the responsibility of the Contractor to reinstate the grassed area to an acceptable standard.

13. INCLEMENT WEATHER

- 13.1** If inclement weather prevents the works from being carried out, the Contractor shall be required to immediately notify the Authorised Officer of work not completed as a result. The Contractor shall be expected to resume work as soon as possible and will be required to catch up at their own expense on any of the works still outstanding. After a period of 7 days has expired, the Council reserves the right to issue a default notice in respect of any further delays as is deemed appropriate.

- 13.2** If, in the opinion of the Authorised Officer, adverse weather conditions persist for a prolonged period of time so as to make the achievement of the grass cutting frequency impossible, despite the best efforts of the Contractor, then the Authorised Officer may at their discretion give prior written agreement to a relaxation of the cutting cycle, without any loss of monies due.
- 13.3** Where weather conditions are such as to inhibit the growth of grass to negligible amounts between scheduled cuts, then the Contractor may, with the prior written agreement of the Authorised Officer, reduce the frequency of cuts without any loss of monies due.
- 14. REMOVAL OF CUTTINGS**
- When instructed by the Authorised Officer following the Contractor failing to achieve a cut within its specified cycle time, the Contractor will be required to collect, remove from sites, and safely dispose of all grass cuttings, at the Contractor's own expense.
- 15. WORKS SCHEDULES**
- The Contractor shall submit to the Authorised Officer or delegated HTC Officer a completed Works Schedule, certifying that the works as itemised in this Contract have been duly completed for the previous month. The Contractor shall disclose any works which have not been completed and must provide valid reasons for any omissions or incompleteness in this respect.
- 16. INSPECTIONS AND REPORTS**
- The Contractor shall attend monthly progress meetings with the Authorised Officer or delegated HTC Officer and the Leisure Committee Chairman. The Contractor shall submit a monthly report on **all sites** to the Authorised Officer or delegated HTC Officer, on all works due to be carried out, which identifies any hazards or problems which require remedial works. Such items must include, for example, damaged litter bins, path surface damage, vandalised lamp standards etc. Except where matters require more urgent attention and action, these issues should be reported to the Authorised Officer or delegated HTC Officer immediately the Contractor becomes aware of them.
- 17. RECTIFICATION / DEFAULT BY CONTRACTOR**
- 17.1** If, at any time after four weeks from the commencement date of the Contract, the Contractor fails to perform the services or any part thereof in accordance with the provisions of the Contract, then the Contractor shall be in breach of contract and the Authorised Officer may issue a Default Notice and/or claim loss from the Contractor.
- 17.2** Where the Authorised Officer is of the opinion that it is practicable for the Contractor to rectify a breach of contract, then shall issue an instruction specifying the action to be taken and the permitted time within which the action must be completed. If the Contractor has complied with the said instruction within the permitted time and rectified the breach, then the Authorised Officer shall not issue a Default Notice.
- 17.3** Where the Authorised Officer is of the opinion that it is not practicable for the Contractor to rectify a breach of contract or the Contractor fails to comply with any instruction issued, then the Authorised Officer shall issue a Default Notice, which may include a financial deduction for administrative time expended, to be applied to payments due to the Contractor.

- 17.4** Should the Contractor dispute any matter in the Default Notice, then shall inform the Authorised Officer within five working days of issue, otherwise shall be deemed to have acknowledged the breach and accepted the consequences.
- 17.5** Where the Contractor is able to remedy any breach of contract, shall immediately act by taking such steps that are necessary to remedy such breach and minimise any impact on the overall quality of the Services.
- 17.6** Where the Contractor is unable or fails to remedy a breach of contract, the Authorised Officer shall take such steps that are necessary to maintain the services and deduct such costs from payments made to the Contractor, until such time as the breach has been remedied.
- 17.7** Where the breach referred to in the Default Notice is, in the opinion of the Authorised Officer, of a fundamental nature and the Contractor is unable or fails to remedy the breach, then the Town Council may rely on the provisions of condition 20 (termination of contract) contained in the Grounds Maintenance Contract.

18. VARIATIONS

Where sites are altered for any reason and the Town Council requires more or less work to be carried out, then these shall be agreed in advance by the Town Council; priced by the Contractor; authorised by the Town Clerk and paid together with the next monthly invoice.

19 Council's Indemnity:

The Contractor shall be held responsible for any damaged caused to sites during the performance of the works at all its sites, including mechanical damage to trees, fences or buildings. Any such damage shall be made good at the Contractor's expense.

20 Termination of Contract:

The Town Council shall be entitled to terminate the Contract with notice in writing in the event of:

- i. the discovery of material misrepresentation by the Contractor during the tendering process;
- ii. persistent minor breaches of the Contract by the Contractor as evidenced by the service of Default Notices;
- iii. the Contractor failing to have performed a substantial part of the Works or committed any other breach of contract which, in the opinion of the Authorised Officer, justifies termination of the Contract, notwithstanding whether any Default Notices have been served or otherwise;
- iv. the Contractor, where consisting of one or more individuals, having a bankruptcy order made against it;
- v. the Contractor, or its parent company, where consisting of a body corporate, having a winding up order made or having an application made for the appointment of an administrator;
- vi. where, in any month, more than 20% deduction to a monthly invoice is made due to failure to deliver the Service, or where the Contractor fails to meet any of the Conditions of Contract as identified in this document and four weeks' notice to terminate shall be given in such cases.

- 20.1** Under such termination, in addition to such consequences as are set out in the other provisions of this Contract:
- i.** the Contractor shall be deemed to be in breach of this Contract;
 - ii.** the Contractor shall forthwith cease to perform any of the Works;
 - iii.** the Contractor shall be liable forthwith to compensate the Council for any loss or damage it has sustained in consequence of any previous breaches of contract by the Contractor;
 - iv.** the Contractor shall fully and promptly indemnify and compensate the Council in respect of any costs which exceed such sums as would have been lawfully payable to the Contractor (such costs to include the costs of closing out this Contract and entering into a new contract with a replacement Contractor) for the remainder of the Contract period; and
 - v.** the Council shall be under no obligation to make any further payment to the Contractor.
- 20.2** Upon termination of the Contract, it is hereby agreed that the Contract Conditions relating to such termination shall continue in full force and effect and be enforceable by the Town Council.

SECTION 4 – SITE DETAILS

4.1 Site Information:

Maintenance is required at all Town Council owned or managed parks; play and recreational areas; outdoor spaces; and allotments in Horley. These include **Horley Recreation Ground, Court Lodge Playing Fields, Michael Crescent Centenary Park, Emlyn Meadows, designated Town Centre areas, Church Road Allotments and Langshott Allotments**. Other sites where work is required shall include **Horley Town Council Offices and Church Meadows**. Locations are detailed in the following sections of this document. All sites are public open spaces and likely to have the members of the public on site. Detailed maps for these sites are appended to this document.

4.1.1 **Horley Town Council offices, Albert Rooms (92 Albert Road RH6 7HZ)**

The Albert Rooms comprises the Edmonds Community Hall and Town Council Offices, located in the Town Centre and is surrounded by a garden area.

- **Vehicular Access:** This is available from Albert Road – via Brighton Road. Car parking is available at the rear of the building.
- **Facilities:** There are toilets available (but are not open to the general public).

4.1.2 **Court Lodge Fields (Thornton Close RH6 8RJ)**

A grassed area of approximately 14 acres bordering the River Mole and comprising five football pitches and changing rooms (located in the Innes Pavilion), a children's playground, a basketball practice square and other grassland. Vehicular access is via Thornton Close into the car park, adjacent to which is the Innes Pavilion. (Vehicular access to the field is by means of a dropdown barrier, to which a key shall be issued to the appointed contractor.)

4.1.3 **Horley Recreation Ground (Brighton Road RH6 8SS)**

A popular and well used public recreation ground of approximately 6.6 acres, bordered by the A23 Brighton Road and Vicarage Lane. It comprises the Horley War Memorial, Memorial Gardens, 'The Queen's Platinum Jubilee Gardens', children's playground, a skate park, multi-purpose games area, teenage shelter, items of fitness equipment, Café Pavilion and car park. There is also a bowling green and club house which is independently maintained. Vehicular access is via the Brighton Road into the car park. ***The Memorial Gardens is a very high-profile area, which must be maintained to the highest standards at all times.***

4.1.4 **Emlyn Meadows (Darenth Way RH6 8JY)**

An open space comprising approximately 11 acres of meadow bounded by the Burstow Stream. Access is via Kingsley Road to the south or Darenth Way to the west. A popular area for dog walkers. (Vehicular access to the field is by means of a barrier to which a key shall be issued to the appointed contractor.)

4.1.5 **Michael Crescent Centenary Park (Michael Crescent RH6 7LH)**

A public area of approximately one acre comprising a grassed open space with two junior goal posts and a children's playground. There is also an old squash court, which is owned by the Town Council and is currently used for storage. This building will soon be demolished. Adjacent to the squash court is an Air Quality Monitoring Station which is owned and maintained by Reigate & Banstead Borough Council.

4.1.6 Church Road Allotments (Sangers Drive RH6 8AH)

The allotments site comprises 60 plots of 125 sq metres and is adjacent to the New Churchyard, on the corner of Church Road and Sangers Drive. Access is via the double gates in Sangers Drive.

4.1.7 Langshott Allotments (Ladbroke Road RH6 8PB)

This new allotment site comprises 80 plots of 62.5 sq metres and is located in Ladbroke Road. Access is by the railway bridge and electricity sub-station.

4.1.8 Town Centre Sites

These comprise the flower beds in Consort Way East and Diana Walk and the tiered bed at the junction of 'The Drive' and Russells Crescent.

4.1.9 Church Meadows

Horley Town Council currently maintains this site within Horley on behalf of Reigate & Banstead Borough Council.

4.1.10 Site Plans

Plans and maps of all areas have been included for reference (refer Appendix A: Maps and Location of sites)

4.1.11 Site Visits

The applicant is strongly advised to make necessary site-visits prior to completing an offer to ensure knowledge of the locations involved. This includes assessing relevant conditions or features and gaining familiarity with access arrangements and detailed measurements. Such due diligence is reasonably expected in the submission of a Grounds Maintenance Tender of this scale.

SECTION 5 – DETAILED SPECIFICATIONS

SPECIFICATION 1 FIVE FOOTBALL PITCHES at COURT LODGE FIELDS

Matches will normally be played on Saturdays and Sundays, with occasional midweek games. The season is from September to April inclusive and there are usually requirements for friendly matches from early August, and for outstanding league fixtures in early May. The Authorised Officer shall inform the Contractor of these as appropriate. The Authorised Officer reserves the right to vary this arrangement from time to time as may be necessary and shall inform the Contractor accordingly.

1. **Throughout the year**, pitches shall be maintained as medium grass. (Refer to Specification 4 for more details.)
2. The Contractor shall carry out suitable cultural techniques to maintain a vigorous, healthy and safe sward fit for its purpose, and substantially free of pest, disease and weeds. These techniques shall include mowing, aeration, harrowing or drag brushing, fertiliser treatments, top dressing, over-seeding, pest, weed and disease control.
3. The use of fertilisers shall be in accordance with the manufacturer's instructions.
4. In addition to cultural techniques, pest weed and disease may be controlled by the use of suitable pesticides when conditions allow.
5. During the football season, all pitches shall be regularly harrowed when weather/ground conditions allow at approximate intervals of ten to fourteen days.
6. Once per month during the playing season the Contractor shall, when weather conditions allow, spike pitches using appropriate machinery.
7. **During inclement weather**, the Contractor shall:
 - a. Spike the goalmouth areas to assist drainage. These areas are to be left level prior to the next matches.
 - b. Supply and spread an approved, suitable grit-free sand dressing to goalmouths and penalty areas to maintain a safe playing surface.
8. **At the end of the playing season** renovation work shall include the following:
 - a. Remove, clean and inspect goal posts and place in storage. Defects shall be reported to the Authorised Officer.
 - b. Harrow, spike and cultivate pitches and dress with appropriate amounts of approved sand before re-seeding or re-turfing, as appropriate.
 - c. Re-seed and re-turf worn areas when ground conditions are suitable.
 - d. Low areas and depressions to be filled and graded with approved topsoil and re-seeded or re-turfed, as appropriate.
 - e. Top dressing to be provided as required for all pitches on a bi-annual basis.
 - f. **The Contractor shall be responsible for protecting the renovated areas and for watering newly turfed or seeded areas to ensure their healthy establishment.**
9. The Contractor shall, within seven days, notify the Authorised Officer of any works carried out (as detailed in the above paragraphs) pertaining to grass treatments (excluding grass cutting).

- 10. Prior to the first match of the season**, the following preparation shall be carried out:
- a. Re-paint if necessary, thoroughly clean (to remove all tape etc) and erect goal posts.
 - b. Set out and line-mark pitches to dimensions agreed with the Authorised Officer. Pitches to be line-marked and re-marked using appropriate products. (To be repeated weekly during the football season.)
- 11. During the football season** a weekly schedule of matches is available to view on the Horley Town Council Football webpage. The Contractor shall include the following work in his weekly programme of pitch preparation:
- a. Prior to each match, inspect pitches for litter, stones, glass and dog faeces and remove and dispose of these.
 - b. Re-mark all pitches no less than 24 hours before matches are to be played.
 - c. After each match, inspect the pitch, replace divots and ensure that the pitch is in a generally safe condition. Major damage to equipment, surfaces, or other anomalies shall be reported to the Authorised Officer without delay.
 - d. During inclement weather, pitches are to be inspected 24 hours before scheduled matches and the Authorised Officer shall be informed of the Contractor's opinion on their suitability for play.
 - e. The Authorised Officer shall make the final decision on the use or allocation of pitches.
- 12. Consumable materials** shall be provided at the Contractor's expense and shall be approved by the Authorised Officer.

SPECIFICATION 2

SHRUB BEDS, SEASONAL BEDS, FLORAL BEDS, HANGING BASKETS AND WILDLLOWER PLANTING

This specification covers the following areas:

- The Memorial Gardens at Horley Recreation Ground.
- 'The Queen's Platinum Jubilee Gardens' at Horley Recreation Ground.
- Emlyn Meadow Bunds
- Church Meadows
- The border to the western side of Consort Way East, close to the junction with High Street.
- The raised walled bed on the opposite side of Consort Way East, at the junction with High Street.
- The tiered bed at the junction of Russells Crescent and 'The Drive', known as 'Q Garden' (Currently maintained by a volunteer group. Should the Group no longer maintain the area then the area will need to be maintained by The Contractor to the standard as listed below. Remove green waste as produced)

1. All beds and borders shall be maintained in a substantially weed-free condition.
2. The surface of the soil or mulch shall be kept lightly cultivated to a medium tilth and shall be forked over to a depth of approximately 200mm during the months of March or April each year. All beds to be mulched and fertilised annually.
3. Perennial weeds, self-seeded trees and other unwanted plants that are not part of the original design shall be removed complete with their root systems.
4. Routine maintenance shall include:
 - a. Removing dead flower heads and stems from plants to promote a good and continuous floral display, and to maintain the beds in a neat and tidy condition. (Every two weeks)
 - b. Re-staking, re-firming and re-tying supported plants.
 - c. Cutting down herbaceous stems at the appropriate time of year and removing arisings to maintain the beds in a neat and tidy condition.
 - d. Maintaining plaques and labels and ensuring that they are positioned appropriately.
 - e. Cutting back plants which overhang surrounding grassed areas or pathways to retain the shape of the bed or border.
 - f. Removing dead, broken or overhanging branches and basal growth from small and medium size trees in beds and borders
 - g. Redefining the edges of beds and borders using the appropriate implements to ensure clean, straight lines or flowing curves.
5. Where beds and borders are bounded by lawns, the margin of the bed or border shall be kept 30mm below the level of the surrounding grassed areas.
6. In herbaceous borders, plants shall be lifted and divided when necessary to promote health and vigour and to ensure an effective floral display.

7. The Contractor shall normally prune plants and shrubs once per year with suitable tools in accordance with accepted horticultural practice and as appropriate to each species. The Authorised Officer shall, from time to time, require the more frequent pruning of certain shrubs and plants in order to clear sight lines and paths.
8. The Contractor shall provide 4 hanging baskets for the Town Council Offices.
9. All plants and shrubs shall be maintained free of pest and disease by the use of accepted horticultural techniques where practical.
10. Roses shall be pruned and fertilised annually at an appropriate time of the year.
11. Beds and borders shall be maintained substantially leaf-free at all times. **In the Autumn and early Winter periods, leaves shall be removed and disposed of at regular intervals from all Town Council Sites.** They shall not be allowed to accumulate unduly and shall be removed at frequent intervals.
12. All leaves and other materials arising from the performance of the Contract are to be removed and disposed of by the Contractor.
13. All materials used in the performance of these operations shall be provided at the Contractor's expense.
14. **The Contractor shall be reminded that the Memorial Gardens is a very high profile area and should be maintained at all times to the highest standard.**

SPECIFICATION 3 HEDGE CUTTING

This specification includes those hedges at the Horley Recreation Ground and the Allotment Sites at Church Road and Langshott.

- This includes the hedge surrounding 'The Queen's Platinum Jubilee Gardens', both inside and outside; the hedge to the rear of the Ornamental Gardens (adjacent to the private Tennis Club); the hedges surrounding the Memorial Gardens; and the outside of the hedges surrounding Horley Bowling Club.
- Hedges shall be cut twice per year, in January or February, and in early-mid July. (However please refer to Clause 6 below.)
- Parts of hedges which overlap, or interfere with, pedestrian passage at the entrances to parks or gardens shall be trimmed as required, or as directed by the Authorised Officer.

1. Hedges shall be cut and maintained at a height and depth suitable for their purpose and location to be agreed in consultation with the Authorised Officer
2. Cutting, pruning and shaping shall be carried out to the point of the previous year's cut, unless otherwise directed by the Authorised Officer.
3. No hedge shall be reduced in height or depth without the prior agreement of the Authorised Officer.
4. Hedges shall be cut in accordance with the following principles:
 - a. Retention of a regular line and shape.
 - b. Retention of sight lines for the safety and convenience of pedestrian and vehicular traffic.
 - c. Removal of overhanging growth that interferes with the safety or convenience of pedestrians.
 - d. Removal of growth that obscures signs and lighting.
5. Litter, debris, brambles, nettles and other vegetation shall be removed from the base of hedges to a distance of one metre at either side and shall be disposed of by the Contractor.
6. Where hedges are found to be housing nesting birds, the Contractor shall cease operations in the immediate vicinity of each nest and continue elsewhere. When young birds have left their nests, those parts of the hedge shall be cut to the same standard as their surroundings.
7. The Contractor shall remove and dispose of all cuttings, other vegetation and arisings from hedge cutting operations. In particular, paths, drains, ditches and gullies shall be scrupulously cleared.
8. The Contractor shall use equipment of the correct horticultural specification, suitable for the standard of each hedge, its species and general composition.
9. **Obstructive Vegetation:** The Contractor shall ensure that footpaths and entrances are kept free of obstructive and overhanging branches. He shall ensure that the growth of trees, shrubs hedges and other vegetation does not at any time encroach more than 150mm onto grassed areas, paths and sightlines.
10. The Contractor shall use appropriate warning signs / barriers whilst carrying out hedge cutting operations.
11. Materials and equipment for these operations shall be provided at the Contractor's expense.

SPECIFICATION 4 GRASS MAINTENANCE

Location Specification Cover and Categories.

- Emlyn Meadows - Rough Grass.
- All grassed areas at Court Lodge Fields, including five football pitches - Medium Grass
- The open grassed area of the Horley Recreation Ground - Medium Grass
- The children's playgrounds at the Horley Recreation Ground, Court Lodge Fields and Michael Crescent - Close Grass
- The Platinum Jubilee Gardens in the Horley Recreation Ground - Close Grass
- The Memorial Gardens in the Horley Recreation Ground - Close Grass
- The Garden of the Albert Rooms in Albert Road – Close grass
- Church Meadow - Rough Grass

Definitions and Terms:

Rough Grass: Means areas shall be maintained with appropriate equipment. The grass shall be cut to a height of 50mm (maximum). During the growing season the grass shall be cut every ten days. Arisings shall be left on the ground.

Medium Grass: Means areas shall be maintained with appropriate equipment. The grass shall be cut to a height of 20 - 25mm (maximum). During the growing season the grass shall be cut every ten days. Arisings shall be left on the ground.

Close Grass: Means areas shall be maintained with appropriate equipment. The grass shall be cut to a height of 15 - 20mm (maximum). During the growing season the grass shall be cut every ten days (refer point 7) Arisings shall be collected and disposed of by the Contractor. Grass to be cut in the Memorial Gardens to give a "striped effect".

Grass: The term shall include other vegetation such as clover, dandelion, nettles, weeds, self-seeded trees and shrubs and other ground cover of a non-woody nature.

Grassed Areas: These shall include all land to the limits of the Town Council's properties set by hedges, fences, water courses, public thoroughfares or otherwise marked boundaries of the areas covered in the box above, regardless of whether they are substantially covered by grass or turf. They shall not include paths, patios, other areas of hard standing, car parks and those areas specifically covered under other specifications.

1. The Contractor shall employ suitable horticultural techniques and equipment to maintain a healthy and vigorous sward, substantially free of pest, weeds and disease.
2. **The Contractor shall inspect areas before ordering cutting to commence and shall remove and dispose of all litter, stones and other debris that may cause injury or damage to machinery and property.**

3. Grass maintenance shall be carried out when ground conditions are suitable. In normal weather conditions the Contractor shall maintain the standards specified.
4. If inclement weather prevents work being carried out the Contractor shall notify the Authorised Officer within 24 hours of work not done.
5. After a period of suspended operations, the cutting cycle shall re-commence from where it was postponed and be completed as soon as practicable.
6. At the request of the Authorised Officer, following the Contractor failing to achieve a cut within the specified cycle time, the Contractor shall, at no extra cost, collect and remove from site all arisings.
7. Where weather conditions inhibit the growth of grass to negligible amounts, the Contractor may, with the prior agreement of the Authorised Officer avoid a cut or cuts without any loss of monies due.
8. Once cutting has commenced it shall be completed without delay and with machinery appropriate to the task.
9. The Contractor shall make good any damage, as agreed with the Authorised Officer, caused by work undertaken when conditions are unsuitable. The Contractor shall take the necessary action to restore affected areas to their specified standards as soon as practicable and at no expense to the Authority.
10. Inaccessible margins, abutments, corners or areas around the base of trees and other obstructions shall be maintained to the same standard by the use of suitable equipment. Great care shall be taken when using trimmers to ensure that no damage is caused to saplings or other delicate shrubs and plants. Grass overlapping or overhanging beds and borders, paths, gullies and ditches shall be cut by suitable equipment to the same standards.
11. Arisings from these operations, regardless of category, which are deposited on roads, public paths or close to building entrances shall be removed and disposed of by the Contractor.
12. **Emlyn Meadows** (Rough Grass): At the request of the Authorised Officer, certain areas may be required to be left uncut to promote the growth of wildflowers.
13. **Edge Works:** The Contractor shall, using appropriate tools, cut a clean edge to the existing grass at the edges adjacent to flower beds, shrubberies, hard surfaces and paths.
14. Herbicides may be used to control unwanted growth. The Contractor shall be responsible for the efficacy of the treatment and for its safe application.
15. All public amenity areas shall be maintained substantially leaf-free during the Autumn and early Winter. Regular clearances shall be made so that unacceptable quantities of leaves are not allowed to accumulate.
16. The Contractor shall be reminded that the Memorial Gardens is a very high profile area and should be maintained at all times to the highest standard

SPECIFICATION 5 DITCHES AND DRAINS

This specification covers the ditch that runs along the northern side of the Horley Recreation Ground and the ditch that runs along its western side and the drainage outlets from them.

The day-to-day clearance of light litter from the ditches is covered in the specification for Litter Picking and Removal

1. The ditches and drainage outlets shall be maintained in a safe and clean condition at all times. Large items, pollutants and potential pollutants shall be removed without delay and the Authorised Officer shall be informed in cases where the Contractor considers that a danger to public health exists.
2. The Contractor shall pay due regard to the habitats of mammals and amphibians and shall ensure that spawn and nests are not unnecessarily disturbed in the breeding season.
3. Routine maintenance shall include:
 - a. Checking for damage to banks, repairing as necessary and cutting back vegetation.
 - b. Checking outlets for obstructions and clearing as necessary.
 - c. Checking for abnormal growth of algae or other cultures.
 - d. Clearing accumulations of leaves, branches and other dead vegetation that impedes the flow of water. Removing dead animals and other objects whose decomposition will lead to noxious smells and pollution.
 - e. Thorough clearance of all litter.
 - f. Checking under the footbridge at the northern side of the park and removing obstructions as necessary.
 - g. During periods of heavy rainfall, checking regularly that water is flowing freely and taking the appropriate action to rectify any problems.
4. Annual maintenance shall include a major clearance of the ditches in the winter months, subject to suitable ground conditions, and at other times, as agreed by the Authorised Officer and the Contractor.
5. All rubbish arising from the clearance of ditches and drains shall be removed and disposed of away from site at the Contractor's expense.
6. All materials and equipment necessary for the above operations shall be provided at the Contractor's expense.

SPECIFICATION 6

LITTER & DOG FAECES COLLECTION

This specification covers the daily picking and collecting of litter, the emptying of litter receptacles and the disposal of litter, from all parts of the Town Council's Recreational and other areas, including the emptying of dog faeces bins and the clearance of dog faeces.

These areas are:

- Horley Recreation Ground
- Court Lodge Fields
- Diana Walk in the Town Centre.
- Michael Crescent Centenary Park
- Emlyn Meadows
- The raised walled bed on the opposite side of Consort Way East at the junction with High Street.
- The tiered bed at the junction of Russells Crescent and The Drive
- Church Meadows

1. The Contractor shall ensure that litter is collected from all Town Council recreational areas on a **daily** basis (including weekends and Bank Holidays). All areas shall be kept free of dog and other animal excrement at all times.
2. The Contractor shall ensure that Litter Bins and Dog Bins will have sufficient capacity at all times.
3. Particular attention shall be given to children's playgrounds, the skate park at Horley Recreation Ground and all grassed areas including any broken glass which needs to be swept and cleared to make the area safe.
4. Football pitches shall be cleared of litter and dog faeces prior to matches being played.
5. **Picking, collection and disposal of litter shall be completed in all areas before 11.00 am each day.**
6. Litter, leaves, bottles, cans, broken glass and other dangerous objects shall be removed from:
 - a. Paths, drives and parking areas
 - b. Playgrounds and skate park
 - c. Tennis and basketball courts and other hard landscaped features
 - d. Grassed areas, gardens, beds and borders
 - e. Sports pitches
 - f. Drains and ditches
 - g. Hedgerows and undergrowth
7. **Particular attention shall be paid to the removal of broken glass and dangerous objects from playgrounds, the skate park, the multi-purpose court and all grassed areas**
8. Where fly tipping has occurred, the Contractor shall remove reasonable amounts of rubbish. (Up to one cubic metre.) Major incidences of fly tipping and of abandoned vehicles shall be notified to the Authorised Officer without delay.

9. The Contractor shall maintain all litter and dog waste bins in a safe, clean and hygienic condition. Plastic bin liners are to be used at all times, correctly fitted into the receptacles and provided at the Contractor's expense. Any litter in the bases of litter bins shall be removed.
10. Dog Waste Bins shall be kept locked at all times.
11. The Contractor shall carry out minor repairs to litter and dog bins. Major damage to or thefts of bins shall be reported to the Authorised Officer who shall arrange repair or replacement.
12. The Contractor shall take special care in the collection and disposal of dangerous objects such as needles, razors, hypodermic needles and broken glass. The discovery of hypodermic needles is to be reported without delay to the Authorised Officer and the use of Sharps containers for their containment is paramount.
13. During times of high usage the Authorised Officer may request that litter is collected from the Horley Recreation Ground twice daily.
14. The Contractor shall satisfy the Authority that he is, and remains, a registered carrier of waste and shall ensure that all arisings from litter collection are disposed of in accordance with current legislation and guidelines. (All litter to be disposed of off-site on a daily basis.)
15. All tools, protective clothing and consumable materials required for these operations shall be provided at the Contractor's expense.
16. The Contractor shall adhere to the provisions of the Environmental Protection Act 1990 with regard to litter removal response time.

SPECIFICATION 7

TREE WORKS

This Specification covers minor tree works in all parts of the Town Council Areas, parks and open spaces. (See Maps)

These are the pruning of the lower or overhanging branches that impede or endanger pedestrians, hinder the passage of vehicles or which constitute a risk of damage to property.

The specification also includes the removal of dead wood to a height of no more than two metres and the removal of basal growth and of self-seeded trees.

Felling, heavy pollarding, high tree works and planting will be undertaken by the Town Council. The Contractor is, however, expected to report and to recommend, any action on dangerous growths, decay, dead wood, weak forks, damage, disease, infection, infestation and other anomalies discovered in the normal performance of the Contract.

1. The definition of trees shall include large individual bushes and shrubs at all sites owned or maintained by The Council.
2. All work shall be carried out to the appropriate British Standard and in accordance with regulations to protect the health and safety of the Contractor's employees and of members of the public.
3. All Contractor's employees carrying out these tasks must be suitably qualified in accordance with current legislation.
4. The Contractor shall ensure that all tools and implements used on trees which are diseased, infected or infested, or suspected of being diseased, infected or infested, are appropriately sterilised before and after use.
5. All arisings from operations under this specification shall become the property of the Contractor for disposal off site.
6. Pruning may take place at any time of year.
7. The Contractor shall ensure that sufficient warning signs are used and areas cordoned off as appropriate, when carrying out this work.
8. All equipment and consumables required for the performance of this specification shall be provided at the Contractor's expense.

SPECIFICATION 8

PATHS, GAMES AREAS AND OTHER HARD SURFACES

This specification covers:

- The three tennis courts at Horley Recreation Ground
- The surface surrounding the fitness equipment and teenage shelter at Horley Recreation Ground
- The surface surrounding the Skate Park equipment at Horley Recreation Ground.
- The playing surface of the Multi Use Games Court at Horley Recreation Ground
- The paths in Horley Recreation Ground, including access pathways to The Café.
- The path, forecourt and raised surrounds of the monument in the Memorial Gardens at Horley Recreation Ground.
- The paved area in 'The Queen's Platinum Jubilee Gardens' at Horley Recreation Ground
- The basketball practice square at Court Lodge Fields.
- Horley Recreation Ground Car Park.
- The car park adjacent to Court Lodge Fields.
- The short stretch of vehicular and pedestrian access path from the car park to the Innes Pavilion at Court Lodge Fields
- The paved areas surrounding the Innes Pavilion at Court Lodge Fields

Tennis Courts:

1. The Contractor shall maintain the tennis courts in a clean and safe condition and in readiness for play throughout the year.
2. The courts shall be regularly inspected for surface damage. Minor defects shall be rectified by the Contractor. Major defects shall be notified to the Authorised Officer without delay.
3. Any damage to tennis nets shall be reported to the Authorised Officer without delay.
4. The courts shall be maintained free of moss, weeds and other unwanted vegetation, particular attention being given to the playing surface and the base of perimeter fencing.
5. Suitable herbicides may be used to control weeds, etc., and shall be applied in strict accordance with the manufacturer's instructions.
6. The Contractor is to ensure that the courts are regularly swept to remove loose surface debris, leaves, litter, glass and other dangerous objects.

Basketball Practice Square and Multi Use Games Court:

7. These shall be maintained as detailed in paragraphs 1 to 6 above.
8. Where soil or turf erosion around the squares is found to have occurred, the Contractor shall make good as necessary so that the square and the surrounding ground are on the same level.

Skate Park Surface:

9. The Contractor is to ensure that the hard surface is kept in a safe and clean condition at all times.
10. The area shall be swept at frequent intervals and checked daily for litter and glass. Weeds and other unwanted growth shall be removed.

Paths and Other Hard Surfaces:

11. The Contractor is to ensure that all paths and other hard surfaces are kept in a safe and clean condition at all times.
12. All areas shall be swept at frequent intervals and weeds or other unwanted growth removed.
13. The edges of paths and other areas of hard standing which abut grassed areas shall be kept clear of soil, gravel weeds and other vegetation. Neat, straight and clearly defined lines shall be established between the path or hard standing and the grassed area.
14. Minor repairs to paths and hard standing shall be carried out by the Contractor. Major defects are to be reported to the Authorised Officer.

All Areas:

15. **In the Autumn and early Winter periods, leaves shall be removed and disposed of at regular intervals. Particular attention shall be given to paths, entrances and exits where wet leaves present a hazard to pedestrians and a danger to vehicular traffic.**
16. All tools, implements and other materials required for the performance of this specification shall be provided at the Contractor's expense.
17. **Particular attention shall be paid to the removal of broken glass, especially from the skate park surface.**

SECTION 6 – INSTRUCTIONS FOR TENDERING

6. INVITATION TO TENDER

6.1 Horley Town Council (the "Authority") invites tenders for the carrying out of **Grounds Maintenance Works** for its various parks, recreational and play areas, open spaces, town centre areas and allotment sites within Horley, in accordance with the documents as detailed in the Schedules attached.

6.2 Tenders are to be submitted for the whole of 'The Service' and the Breakdown of Costs completed accordingly

6.3 Prospective tenderers shall ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their tenders are accepted.

6.4 Should any prospective tenderer be in doubt as to the interpretation of any part of the Contract documentation, the Town Clerk or nominated officer shall endeavour to answer any enquiries, prior to tenders being submitted.

6.5 Preparation of Tender:

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.

6.6 All the information supplied by the Town Council in connection with this invitation to tender, shall be treated as confidential by prospective tenderers, except that such information may be disclosed so far as is necessary for the purpose of obtaining sureties, guarantees and quotations necessary for the preparation and submission of the tender.

6.7 Tenderers shall be required to demonstrate their ability to provide the Service.

6.8 The Tender shall be submitted on the **Form of Tender** included in this document. The Form shall be signed by the tenderer and submitted in the manner and by the date and time stated below together with the following documents unless already provided:

- i.** A statement of the names and home addresses of the partners if the tenderer is a partnership, or a statement of the names and home addresses of the directors and secretary if the tenderer is a company.
- ii.** A description of the Tenderer's corporate and management structure with brief biographical details of the principal managers proposed to be employed in the performance of The Service.
- iii.** Method Statements in relation to each of the specifications.
- iv.** The names of the Tenderer's bankers and of two other trade and credit referees.
- v.** A brief history of the Tenderer's company together with the names of organisations to which the Tenderer has been contracted during the past five years and any relevant references; and
- vi.** A statement setting out the Tenderer's status as a subsidiary company or otherwise within the meaning of Section 736 of the Companies Act 1985 and if appropriate, the name and registered address of the ultimate holding company together with a holding company Guarantee in the form incorporated in the tender documents.

6.9 All documents requiring a signature shall be duly signed.

- 6.10** The Town Council is not legally bound to accept the lowest of any Tenders. Tenders will be evaluated on the basis of price and quality. Tenderers will be assessed to determine the most economically advantageous tender as set out in the evaluation criteria (refer Section 9)
- 6.11** The successful Tenderer will be required to execute a formal Contract and until such execution, the successful Tender together with the Town Council's written acceptance shall form a binding agreement in the terms of the Contract Documents. Where there is any discrepancy or difference between the Tender and the (other) Contract Documents, then the latter shall prevail.
- 6.12** **Descriptions:**
Reference should be made to the detailed specifications for full descriptions of The Works.
- 6.13** **Breakdown of Costs:**
- 6.13.1** The frequencies of each operation (where given) are per annum and the tenderer's total is to be his annual price for the works.
- 6.13.2** The tenderer should note that rates submitted should reflect the full inclusive cost of all expenses, excluding VAT, that are entailed in providing the service together with all general risks, liabilities and obligations set forth in or implied as necessary to comply with the Conditions of Contract, the Specification and all documents forming part of the Contract.
- 6.13.3** The tenderer is required to insert a price against each item on the Breakdown of Costs. The tenderer may be deemed to be non-compliant and liable to be eliminated from the selection process if an item is left unpriced without any explanation being given.
- 6.13.4** Attention is directed to all documents and plans comprised in the Tender documents and these are to be read in conjunction with the Breakdown of Costs. The Contractor should visit each site to satisfy himself as to the local conditions, the full extent and character of the operation, access and other features affecting the work and all other factors which could affect the execution of the contract generally, as no claims on the grounds of want of knowledge will be entertained.
- 6.13.5** The contractor is reminded that there is no preliminaries bill included with these documents and all administrative and supporting charges as identified above must be included in the rates of the various items of work in the schedule.
- 6.14** **Prices to be Inclusive:**
In the absence of specific direction to the contrary, the prices and rates inserted in the Breakdown of Costs must be fully inclusive, covering all labour, materials, temporary works, plant, overhead charges, and profit, as well as the general liabilities, obligations and risks described or implied in the tender documents. Costs relating to items which are not priced shall be deemed to have been included elsewhere.
- 6.15** **Alterations and Qualifications:**
Tender documents with alterations and qualifications must not be made without the written consent of the Authorised Officer. Tenders containing such alterations or qualifications may be rejected.

6.16

Tender Submission:

The tender and all accompanying documents shall be returned to:

Town Clerk
Horley Town Council,
Council Offices
92 Albert Road
Horley
Surrey
RH6 7HZ

and marked **“Private and Confidential: Tender”**

by no later than 12.00 noon on 29 September 2023

Tenders received after this time will NOT be considered.

Please Note: We cannot accept tenders by email or other electronic means, only those sent by post or courier will be accepted.

SECTION 7 – BILLS OF QUANTITIES

SPECIFICATION	ITEM DESCRIPTION	QUANTITY (* = approx)	COST
SPEC 1	FOOTBALL PITCHES (Excluding Grass Cutting)	5 pitches	
SPEC 2	SHRUB BEDS & BORDERS	500 Sq m*	
SPEC 3	HEDGE CUTTING	900 Lm*	
SPEC 4	GRASS CUTTING: Rough cut & drop Medium cut & drop Close cut & collect	 40, 500 Sq m* 78,500 Sq m* 6,685 Sq m*	
SPEC 5	DRAINS & DITCHES	350 Lm*	
SPEC 6	LITTER & DOG FAECES COLLECTION		
SPEC 7	TREE WORKS		
SPEC 8	TENNIS COURTS/ HARD SURFACES	3,755 Sq m*	
		TOTAL COST PER ANNUM:	

Breakdown of Grass Cutting (in Sq m.) – for information only

	Rough	Medium	Close
Emlyn Meadows	40,500		
Court Lodge		52,000	1,450
A23 Recreation Ground		23,000	4,500
Church Meadows	8,600		
Michael Crescent		3,500	50
Albert Rooms Garden			685

SCHEDULE OF RATES

DESCRIPTION	NORMAL HOURLY RATE	OVERTIME HOURLY RATE
Non HGV Driver		
Gardener / Labourer		
Additional Grass Cutting		

SECTION 8 – FORM OF TENDER

Grounds Maintenance Contract - FORM OF TENDER

To: **Horley Town Council**

I/We
carrying on business at
.....

hereby tender and undertake to execute and complete all the Services required to be performed in accordance with the Articles of Agreement, Contract Conditions, Detailed Specifications, Breakdown of Costs and prices contained therein and any other documents listed in the Schedule for the following sum:

.....

I/We agree the insertion by me/us of any conditions qualifying this tender or any unauthorised alteration to any of the tender documents shall not affect the Articles of Agreement or the Contract Conditions and may cause the tender to be rejected.

I/We agree that this tender shall remain open to be accepted or not by the Authority and shall not be withdrawn for a period of thirteen weeks from this date.

And I/we further undertake to execute a contract to be prepared at your expense for the proper and complete fulfilment of the Service.

Unless and until a formal agreement is prepared and executed, this tender together with your acceptance thereof in writing, shall constitute a binding Contract between us.

I/We certify that the details of this tender have not been communicated to any other person or adjusted in accordance with any agreement or arrangement with any other person.

I/We understand that you are not bound to accept the lowest or any tender you may receive.

I/We certify that this is a bona fide tender.

Contractor's Signature(s)

(print name(s) in full)

Date

Name & Address of Company.....

SECTION 9 – EVALUATION CRITERIA

- 9.1** Tenders will be evaluated on the basis of the most economically advantageous proposal in accordance with Regulation 67 of The Public Contracts Regulations 2015, using the following criteria:
- 9.2** The lowest Annual Inclusive Price tendered for the contract will receive the maximum percentage score which will be used to assess 60% of the evaluation. All other annual inclusive prices will receive a pro rata percentage score that reflects how far they exceed the lowest Annual Inclusive Price.
- 9.3** Tenderers written responses to the each of the evaluation questions below will be assessed by a Panel comprised of Town Councillors and Officials and, collectively, the Panel will award a mark out of **six** to each response. The mark out of six will be converted into a percentage score reflecting the allocated weighting e.g., for a question weighted 10% a score of 6/6 = 10%; a score of 3/6 = 6%

9.4 **Please answer the following:**

- i. Experience (10%) - please provide a brief description of two similar contracts in terms of scale and specification, which you have undertaken within the last three years. References may be sought subsequently.
- ii. Workforce (10%) - please provide brief details of the qualifications, skills and experience of the workforce and management who will actually provide the services specified together with contact details for the Project Manager.
- iii. Health and Safety (10%) – please summarise the safety practices that you will follow when providing the specified services, including ‘on site’ risk assessments and practical safety measures to ensure the safety of your workforce and the public alike.
- iv. Environmental management (10%) – please summarise briefly how your working practices minimise damage to the environment, including the disposal of wastes (organic / plant material and all other waste), and the use of vehicles, equipment and your workforce.

9.5 **Minimum requirements:**

The successful contractor must possess the following and prior to award must supply valid evidence of each:

- Licences for Waste disposal and Weed spraying
- Health & Safety Management accreditation, including relevant risk assessment methodology - Quality Assurance accreditation
- Environmental Management accreditation (e.g., relevant ISO 9000 or 1400 series accreditation or equivalent)
- Employers’ Liability £10m and Public Liability £10m
- Arboricultural accreditations

9.6 **Financial Controls:**

Prior to award, the successful contractor will be assessed to ensure that they meet the minimum requirements specified in the tender. This may include a financial assessment of a minimum 3-year accounting period.

SECTION 10 – LIST OF APPENDICES

- Appendix A Maps and Location of sites
- Appendix B: Checklist of Documents required
- Appendix C: Standard Qualification Questionnaire

Appendix B: Checklist of Documents required

- Form of Tender
- Bills of Quantities
- Standard Selection Questionnaire (SQ)
- References (2)
- Licences for Waste disposal and Weed spraying
- Health & Safety Management accreditation, including relevant risk assessment methodology
 - Quality Assurance accreditation
- Environmental Management accreditation (e.g., relevant ISO 9000 or 1400 series accreditation or equivalent)
- Employers' Liability £10m and Public Liability £10m
- Arboricultural accreditations