

Carterton Town Council

INVITATION TO TENDER

FOR THE PROVISION OF GROUNDS MAINTENANCE SERVICES

1st April 2025 to 31st March 2028

(The contract will run from 1st April 2025 to 31st March 2030, comprising an initial term of 3 years (to 31st March 2028), with an option to extend for up to 2 additional years, subject to performance, price and mutual agreement)

LOT 1 – Grass Cutting

LOT 2 – Litter, Bins and General Maintenance

LOT 3 – Hedges

LOT 4 – Flowers

LOT 5 – Burial Ground

PLEASE RETURN BY:

4pm, Friday 7th February 2025

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SCHEDULE 1

1. DEFINITIONS

Term	Meaning
'Authority'	Means "Carterton Town Council".
'Arisings'	Means grass cuttings, weeds, shrub/rose off-cuts, unwanted soil etc, leaves, rubbish, dirt and debris at any location or in its immediate environment.
'Authorised Officer'	Means the principle contact of the Authority or such representatives that may be notified by the Authority.
'Conditions of tender'	Means the terms and conditions set out in this ITT relating to the submission of a tender.
'Contract'	Means the agreement (as set out in Schedule 3 of this ITT) to be entered by the Authority and the Provider(s) following any award under the procurement exercise.
'Council Premises'	Means any premises owned, occupied or used by the Council.
'Due diligence information'	Means the background and supporting documents and information provided by the Authority for the purpose of better informing the tenderers responses to this Invitation to Tender
'EIR'	Means the Environmental Information Regulations 2004 together with any guidance and / or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such regulations
'FoIA'	Means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and / or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation.
'Invitation to Tender' or "ITT'	Means this invitation to tender document and all related documents published by the Authority and made available to tenderers and includes the due diligence information.
'Location'	Means any location where work under the Contract is to be executed or where the Services are to be performed by the Supplier.
'Lot'	Means a discrete sub-division of the requirements.
'Order'	Means an order for goods / services / works served by the authority on the provider.
'Provider'	Means the organisation admitted to the Contract.
'Potential Provider'	Means the organisations being invited to respond to this invitation to tender.
'Services'	Means the whole or any part of the work to be executed under the Contract including any goods or materials to be supplied by the Supplier in accordance with the Specification.

'Specification'	Means the description of the Services, and any modification thereof or addition thereof as may from time to time be furnished or approved in writing by the Authorised Officer or otherwise duly made under the Contract.
'Sub-Contractor'	Means any contractor carrying out work on behalf of the Council which is being overseen by the Provider.
'Tender Response', or 'ITT Response'	Means the tenderers formal response to this invitation to tender
"Tenderers"	Means the organisations being invited to respond to this invitation to tender
'Working Day'	Means between 07.00 and 19.00 Monday to Saturday, (excluding Bank Holidays). Except where contract specification indicates Sunday or Bank Holiday working.

2. INTRODUCTION

- 2.1 Carterton is in West Oxfordshire and lies seven miles west of Witney. The town was established in 1900 and has grown rapidly over the years and is now a town of some 6,000 dwellings with a population of about 18,000.
- 2.2 Carterton Town Council (hereafter The Council) is responsible for the provision and management of facilities, as well as a number of services to the community – most of which are provided by contractors.
- 2.3 One such contract is for grounds maintenance. This includes grass cutting, litter picking, cutting of hedges and clearing of footpaths, maintenance of flower beds, boxes and hanging baskets and the maintenance of a burial ground. The contract is split into five lots to reflect the different elements of work.
- 2.4 The Council is seeking to award a five-year contract with the option to extend for a further two years. This Contract is being procured under the Council's open tender process and conducted in accordance with the OJEU regulations.
- 2.5 The Council is looking for one provider per Lot to be appointed to a Contract for the supply of:-
- Lot 1 – Grass Cutting
 - Lot 2 – Litter & Dog Bins
 - Lot 3 – Hedges
 - Lot 4 – Flowers
 - Lot 5 – Burial Ground
- 2.6 Having expressed an interest in this contract, you are now invited to complete the attached ITT and to submit it together with any requested supporting information, to the contact point detailed at Paragraph 10 'Return of the Questionnaire' by the due date for return.
- 2.7 The Council will not enter into a detailed discussion of the requirements at this stage.
- 2.8 The Invitation to Tender is being provided on the same basis to all Potential Providers.

- 2.9 The Potential Provider shall ensure that each and every sub-contractor, consortium member and adviser abides by the terms of these instructions and the Conditions of Tender.
- 2.10 Potential Providers shall accept and acknowledge that by issuing this ITT the Council shall not be bound to accept any tender and reserve the right not to conclude a contract for some or all of the Services for which tenders are invited.
- 2.11 This ITT contains:
- a) the instructions to Potential Providers;
 - b) the conditions of this ITT;
 - c) certificates for you to confirm the basis on which your tender is submitted;
 - d) the specifications;
 - e) your response requirements to this tender
 - f) the terms and conditions of contract

3. CONFIDENTIALITY

- 3.1 Subject to the exceptions referred to in paragraph 3.2, the contents of this ITT are being made available by the Council on condition that:
- 3.1.1 Tenderers shall at all times treat the contents of the ITT and any related documents (together called the 'information') as confidential, save in so far as they are already in the public domain;
- 3.1.2 Tenderers shall not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen;
- 3.1.3 Tenderers shall not use any of the Information for any purpose other than for the purpose of submitting (or deciding whether to submit) a Tender; and
- 3.1.4 Tenderers shall not undertake any publicity activity within any section of the media.
- 3.2 Tenderers may disclose, distribute or pass any of the Information to the Tenderer's advisers, sub-contractors or to another person provided that either:
- 3.2.1 This is done for the sole purpose of enabling a Tender to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Tenderer; or
- 3.2.2 The Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of Information; or
- 3.2.3 The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Agreement arising from it; or
- 3.2.4 The Tenderer is legally required to make such a disclosure.

- 3.3 In paragraphs 3.1 and 3.2 above the definition of ‘person’ includes but is not limited to any person, firm, body or association, corporate or incorporate.
- 3.4 The Council may disclose detailed information relating to Tenders to its officers, employees, agents or advisers and the Council may make any of the Agreement documents available for private inspection by its officers, employees, agents or advisers. The Council also reserve the right to disseminate information that is materially relevant to the procurement to all Tenderers, even if the information has only been requested by one Tenderer, subject to the duty to protect each Tenderer’s commercial confidentiality in relation to its Tender (subject to the provision of Clause 3 above).

4. PURPOSE AND SCOPE OF THIS ITT

- 4.1 These instructions are designed to ensure that all Potential Providers are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified.
- 4.2 The Potential Provider shall not make contact with any other employee, agent, Councillor or consultant of the Council who is in any way connected with this procurement exercise during the period of this procurement exercise, except in the case of 9.1, 9.2 or 9.3 below or unless instructed otherwise by the Council.
- 4.3 The purpose of this ITT is to provide a structured format for the return of information required by the Council in order to assess the suitability of those expressing an interest in tendering for this contract. It is therefore important that information you provide about your capabilities is accurate, and can be verified at a later stage if necessary.
- 4.4 The Council may disqualify any Potential Provider who fails to:
- i) comply with the requirements of Regulation 23 and/or fails to certify at Document 3 “statement relating to good standing” that it has fulfilled these requirements
 - ii) Provide a satisfactory response to any questions in the ITT or inadequately or incorrectly completes any question
 - iii) Submit its completed ITT after the deadline
- 4.5 The Council may seek independent financial and market advice to validate information declared or to assist in the evaluation. The Council reserves the right to conduct Reference site visits; ask for demonstrations; and/or presentations as part of the ITT process.
- 4.6 The Council shall not be committed to any course of action as a result of:
- (a) Issuing this ITT or any invitation to participate in this procurement exercise;
 - (b) An invitation to submit any response in respect of this procurement exercise;
 - (c) Communicating with a Potential Provider or a Potential Providers representatives or agents in respect of this procurement exercise; or
 - (d) Any other communication between the Council (whether directly or by its agents or representatives) and any other party.
- 4.7 All information provided will remain confidential and will not be disclosed to any other party except where required for official audit purposes and subject to the Freedom of Information Act 2000.
- 4.8 The Council reserves the right to amend, add to or withdraw all or any part of this ITT at any time during the procurement exercise.

5. CONSORTIA AND SUB-CONTRACTING APPLICATIONS

- 5.1 Where a consortium or sub-contracting approach is proposed, all information requested should be given in respect of the proposed prime contractor or consortium leader. Relevant information should also be provided (as indicated in the ITT) in respect of consortium members or sub-contractors who will play a significant role in the delivery of the requirements under any ensuing agreement. Responses must enable the Council to assess the overall consortia or core supply base.
- 5.2 Where the proposed prime contractor is a special purpose vehicle or holding company, information should be provided of the extent to which it will call upon the resources and expertise of its members.
- 5.3 The Council recognises that arrangements in relation to consortia and sub-contracting may (within limits) be subject to future change. Potential Providers should therefore respond in the light of the arrangements as currently envisaged. Potential providers are reminded that any future change in relation to consortia and sub-contracting must be notified to the Council so that they can make further assessment by applying the selection criteria to the new information provided.
- 5.4 Bids from multi-disciplinary organisations and/or specially formed consortia may tender for any of the requirements.
- 5.5 The Council's approach will be, in circumstances where two or more organisations form a consortium or a joint venture, that it would expect either:
- (a) to enter into the agreement with one of the organisations (who acts as a lead partner); or
 - (b) to enter into an agreement with all of the organisations on condition that each organisation is jointly and severally liable for the performance of the contract; or
 - (c) if the organisations have formed a legal entity such as a limited company, to enter into the agreement with that legal entity.

6. CONTRACT TERM

- 6.1 The Contract shall be for three years from 1 April 2025 to 31 March 2028 with the option to extend for a further two years at the discretion of the Council and subject to performance during the initial three years of the contract.
- 6.2 The Contract shall be required to be fully operational by 1 April 2025.

7. INSTRUCTIONS FOR COMPLETION

- 7.1 Potential Providers should read these instructions and the Specification carefully before completing the Tender documentation. Failure to comply with these requirements for completion and submission of the Tender Response may result in the rejection of the Tender. Potential Providers are required therefore to acquaint themselves fully with the extent and nature of the Services and contractual obligations. These instructions constitute the Conditions of Tender. Participation in the tender process automatically signals that the Potential Provider accepts these Conditions of Tender.
- 7.2 Potential Providers must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Tenders. Potential Providers are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their Tender and all other stages of the selection and evaluation

process. Under no circumstances will the Council or any of their advisers, be liable for any costs or expenses borne by the Potential Providers, sub-contractors, suppliers or advisers in this process.

- 7.3 Potential Providers are required to complete and provide all information required by the Council in accordance with the Conditions of Tender and the Invitation to Tender. Failure to comply with the Conditions and the Invitation to Tender may lead the Council to reject a Tender Response.
- 7.4 The Council relies on Potential Providers own analysis and review of information provided. Consequently, Potential Providers are solely responsible for obtaining information which they consider is necessary in order to make decisions regarding the content of their Tender and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement process.
- 7.5 Potential Providers should notify the Council promptly of any perceived ambiguity, inconsistency or omission in this ITT, any of its associated documents and/or any other information issued to them during the procurement process.
- 7.6 Potential Providers must adhere to the format of this ITT when answering the questions. Where questions cannot be answered fully, please provide relevant explanation and details. Where a question is not relevant to your organisation write/type "Not Applicable" in the appropriate place.
- 7.7 Potential providers are asked to include a single point of contact in their organisation for their response to the ITT. The Council will not be responsible for contacting the Potential Provider through any route other than the nominated contact. The Potential Provider must therefore undertake to notify any changes relating to the contract promptly.
- 7.8 If a Potential Provider considers that any of the information included in their ITT is commercially sensitive, it should identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity.
- 7.9 Potential Providers should be aware that, even where they have indicated that information is commercially sensitive, the Council might be required to disclose it under the Freedom of Information Act if a request is received.
- 7.10 Potential Providers should also note that the receipt of any material marked 'confidential' or equivalent by the Council should not be taken to mean that the Authorities accept any duty of confidence by virtue of that marking.
- 7.11 Submissions that do not contain all requested information may be discounted. If separate sheets are needed, these should be clearly marked on the top right-hand corner with the number of the question to which it relates and the name of the Potential Provider. In addition, please indicate under the relevant question that this has been done. Answers to the questions and any accompanying documentation must be in English.
- 7.12 If the Potential Provider reproduces the Questionnaire, the paragraph numbering, content or wording of the questions must not be changed in any way.

- 7.13 Potential Providers are asked **not** to supply general marketing, promotional or similar material in answer to a question, unless such information is specifically requested or the material supplied is particularly relevant to the question. If such material is specifically requested it should be marked clearly to show the Potential Providers name, the number of the question to which it relates and, if appropriate, the page number of the section of the material which is relevant.
- 7.14 The Council may require you to clarify your answers in the ITT or to supply additional information if it considers this appropriate.
- 7.15 A Partner or other authorised representative of the Company/Organisation must sign the ITT on behalf of the Potential Provider.
- 7.16 If the Potential Provider is a member of a group of companies (e.g. sister organisation, subsidiary etc), the ITT should be completed on behalf of the individual Potential Provider and not on behalf of the group as a whole (except where Group information is specifically requested by the question).
- 7.17 In the event that none of the responses are deemed satisfactory, the Council reserves the right to terminate the procurement and where appropriate re-advertise the procurement.
- 7.18 Potential Providers must be explicit and comprehensive in their responses to this ITT as this will be the single source of information on which responses will be scored and ranked. Potential Providers are advised neither to make any assumptions about their past or current supplier relationships with the Authorities nor to assume that such prior business relationships will be taken into account in the evaluation procedure.
- 7.19 Please keep responses concise and, where practical, include electronic links to where additional relevant information can be found.
- 7.20 Potential Providers may modify their Tender prior to the deadline. Any such modification should be submitted as per paragraph 9, but also notice should be given to the Council via email. No Tender may be modified subsequent to the deadline for receipt.
- 7.21 Potential Providers may withdraw their Tender at any time prior to the deadline. The notice to withdraw the Tender must be in writing and sent to the Council by the e-sourcing tool, ProContract.

8. TENDER VALIDITY

- 8.1 Your tender should remain open for acceptance for a minimum period of 90 days. A tender valid for a shorter period may be rejected.

9. QUESTIONS AND CLARIFICATIONS

- 9.1 All requests for clarification about the requirements or the process of this procurement exercise shall be made in accordance with 9.3 of these instructions.
- 9.2 The Council will endeavour to answer all questions as quickly as possible, but cannot guarantee a minimum response time. The Council has designated a specific window of time to deal with clarification requests from Potential Providers.

- 9.3 Clarification requests can be submitted via email to the Council
- 9.4 No further requests for clarifications will be accepted after 4pm on 17th January 2025.
- 9.5 To ensure equality of treatment of Potential Providers, the Council intends to publish the questions and clarifications raised by Potential Providers together with the Council's response (but not the source of the question) to all participants on a regular basis.
- 9.6 Potential Providers should indicate if a query is of a commercially sensitive nature, where disclosure of such query and the answer would or would be likely to prejudice its commercial interest. However, if the Council at its sole discretion does not either; consider the query to be of a commercially confidential nature or one which all Potential Providers would potentially benefit from seeing both the query and Council's response, the Council will:
- a) invite the Potential Provider submitting the query to either declassify the query and allow the query along with the Council's response to be circulated to all Potential Providers; or
 - b) request the Potential Provider, if it still considers the query to be of a commercially confidential nature, to withdraw the query.
- 9.7 The Council reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would be likely to prejudice its commercial interest.

10. RETURN OF THE QUESTIONNAIRE

The completed Tender Form must be returned no later than 5pm on 7 February 2025.

- 10.1 The Tender must be submitted in the form specified in the Tender Response in Schedule 3. Failure to do so may render the response non-compliant and it will be rejected.
- 10.2 It is your responsibility to ensure that we receive your bid by the closing time on the closing date. Our tender evaluation policy states that 'any tender ITT response received after the deadline will be rejected and not considered for evaluation'. However the Council may, at its absolute discretion, extend the closing dates and time specified above without request. Any extension granted will apply to all Potential Providers.
- 10.3 Please return your completed tender response via an electronic copy uploaded to the same portal that the original was downloaded from. If for any reason, you are unable to return your submission electronically, you may post the documents to: Carterton Town Hall, Alvescot Road, Carterton, OX18 3JL. Postal submissions must be marked in the top left-hand corner 'Tender for Grounds Maintenance to be opened by the tender panel'.
- 10.4 Postal submissions must be in a sealed envelope and bear no markings or franking logo of the sender. If the document is hand delivered the carrier must not disclose any of its contents.
- 10.5 Failure to comply with these instructions may affect your eligibility for the competition.
- 10.6 Price and any financial data provided must be submitted in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided.
- 10.7 Tenders will be received any time up to the deadline stated above. Tenders received before this deadline will be retained in a secure environment, unopened until the opening date.
- 10.8 The Council does not accept responsibility for the premature opening or mishandling of Tenders that are not submitted in accordance with these instructions.

11. DISCLAIMERS

- 11.1 Whilst the information in this ITT, Due Diligence Information and supporting documents has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.
- 11.2 Neither the Council, nor any advisors, officers, members, partners, employees, other staff or agents:
- (a) makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT; or
 - (b) accepts any responsibility for the information contained in the ITT or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.
- 11.3 Any persons considering making a decision to enter into contractual relationships with the Council following receipt of the ITT should make their own investigations and their own independent assessment of the Council and their requirements for services and should seek their own professional financial and legal advice. For the avoidance of doubt the provision of clarification or further information in relation to the ITT or any other associated documents (including the schedules) is only authorised to be provided following a query made in accordance with paragraph 9 of this invitation to tender.
- 11.4 Any Contract concluded as a result of this ITT shall be governed by English Law.

12. INDICATIVE TIMETABLE

- 12.1 Set out below is the proposed procurement timetable. This is intended as a guide and whilst the Authority does not intend to depart from the timetable, it reserves the right to do so at any stage.

Stage in the Procurement	Deadline
ITT advertised and issued to Potential Providers on Contract Finder	03 January 2025
Clarification period opens	03 January 2025
Clarification period closes	17 January 2025
Deadline for return of ITT to the Authority	07 February 2025
Evaluation of the ITT responses commences	10-11 February 2025
Award of Contract	18 February 2025
Voluntary Standstill period	19 February 2025
Contract start date	01 April 2025

13. ELIGIBILITY, SELECTION AND AWARD CRITERIA

13.1 There are three stages of evaluation:

- (i) Eligibility criteria which is a pass/fail stage.
- (ii) Selection criteria which is weighted out of 100%.
- (iii) Award criteria which is weighted out of 100%.

13.2 The purpose of our tender evaluation policy is to ensure that we procure supplies, services and works that meet the defined and agreed essential needs of the Council as specified in the Invitation to Tender.

13.3 Firstly each tender will be evaluated against the Eligibility Criteria. This section stipulates the minimum probity requirements for a Potential Provider to be successful. Potential Providers must pass all required standards in order to be evaluated further. Failure to pass any of the Eligibility Criteria will result in the submission being rejected and not progressing any further in the procurement process. You will be informed of your exclusion.

Eligibility Criteria		
Question / Document	Guideline evaluation criteria for Selection	Weighting
All	Tender documentation received by 07 February 2025	Pass / Fail
All	All relevant questions answered	Pass / Fail
All	All relevant information provided	Pass / Fail
A.2	Properly constituted body	Pass / Fail
A.2.13	No Conflict of Interest	Pass / Fail
A.6	Increasing the level of insurance if successful (where appropriate)	Pass / Fail
B.1	Financial Stability (as part of the procurement process a credit check will be carried out on your organisation)	Pass / Fail
Document 1	Form of Tender	Pass / Fail
Document 2	Signed Declaration	Pass / Fail
Document 3	Signed Statement relating to good standing	Pass / Fail
Document 4	Signed Freedom of Information Act	Pass / Fail
Document 5	Signed Transparency Certificate	Pass / Fail

Document 6	Signed Anti-collusion and Competition Code Certificate	Pass / Fail
Document 7	Anti Canvassing certificate	Pass / Fail

13.4 All Tenders that have met the Eligibility criteria will then be evaluated against the selection criteria set out in the table below.

Selection Criteria		
Question / Document	Selection Criteria	Weighting
Schedule 3 Part A – A.4	Business Probity	2%
Schedule 3 Part A – A.7	Health and Safety	15%
Schedule 3 Part A – A.8	Equality and Diversity Policy and Legislation adherence	3%
Schedule 3 Part A – A.9	Environmental Sustainability	10%
Schedule 3 Part C – C.1.1	Technical capacity, expertise and experience	35%
Schedule 3 Part C – C.1.3	Case Study	10%
Schedule 3 Part C – C.2	Quality Assurance Standards	5%
Schedule 3 Part C – C.4	References (2 references will be scored – 5% weighting for each)	10%
Schedule 3 Part C – C.5	Professional Organisations	3%
Schedule 3 Part C – C.6	Business Continuity	5%
Schedule 3 Part C – C.7	Corporate Social Responsibility	2%
	Total	100%

13.5 Finally, tenders that have met the Eligibility Criteria and have met a minimum threshold of 70% in the Selection Criteria will be evaluated against the Award criteria. Potential Providers scores against the Eligibility and Selection Criteria will not count towards the evaluation scores in the Award Criteria. This section seeks to identify each Potential Provider's ability to perform the requirements of the specification and at what price and will be evaluated in accordance with the following:

Award Criteria		
Question / Document	Evaluation criteria	Weighting
Schedule 3 Part E	Financial Proposal	60%
Schedule 3 Part D	Technical Proposal	40%
	Total	100%

13.6 Each Lot will be evaluated on its own merits.

Sub Award Criteria		
Question / Document	Evaluation criteria	Weighting
Schedule 3 Part E	Price Table - Lot 1	55%
Schedule 3 Part E	Price Table - Lot 2	55%
Schedule 3 Part E	Price Table – Lot 3	55%
Schedule 3 Part E	Price Table - Lot 4	55%
Schedule 3 Part E	Price Table – Lot 5	55%
Schedule 3 Part D	Day works Schedule	5%
Schedule 3 Part D		40%
Schedule 3 Part D		40%
Schedule 3 Part D		40%
Schedule 3 Part D		40%
Schedule 3 Part D		40%
Schedule 3 Part D		40%
	Total	100%

13.7 Any Contract awarded as a result of this procurement will be awarded on the basis of the offer that is the most economically advantageous to the Authorities.

14. RIGHT TO REJECT / DISQUALIFY

- 14.1 The Council reserves the right to reject or disqualify a Potential Provider where:
- (a) the Potential Provider fails to comply fully with the requirements of this Invitation to Tender or is guilty of a serious misrepresentation in supplying any information required in this document; and or
 - (b) the Potential Provider is guilty of serious misrepresentation in relation to its Tender and or the Tender process; and or
 - (c) there is a change in identify, control or financial standing or other factor impacting on the selection and or evaluation process affecting the Potential Provider.

15. CONTRACT AWARD

- 15.1 Contract award is subject to the formal approval process of the Council which will take place at the Full Council meeting on 18th February 2025. Until all necessary approvals are obtained, and the voluntary standstill period completed, no agreement will be entered into.
- 15.2 The Council will notify the successful Potential Provider of their admission to the Contract in writing and will publish an Award Notice in the Official Journal of the European Union in accordance with the relevant EU directive.
- 15.3 The Potential Provider(s) in submitting the tender undertakes that in the event of the tender being accepted by the Council and the Council confirming in writing such acceptance to the Potential Provider(s), the Potential Provider will within 30 days of being called upon to do so by the Council execute the Contract in the form set out in Schedule 4 or in such amended form as may subsequently be agreed.
- 15.4 The Council shall be under no obligation to accept the lowest or any Tender.

SCHEDULE 2

SPECIFICATION

LOT 1 – GRASS CUTTING

Key Aims

- To provide a good quality sward, within agreed levels, which is fit for the particular purpose for which it is intended
- To ensure each site is left tidy, this includes ensuring that any grass cuttings or debris that have been distributed over roads, footpaths or other hard surfaces shall be swept up or blown onto the grassed area.

The current specification of work is as follows:

1	General Scope of work	The work involves cutting grass on public highways and footpaths, on public open spaces and amenity areas and at two recreation grounds. The contract does not include amenity areas on housing estates owned by registered social landlords, school playing fields, or Defence Housing Estate owned properties. Grass is defined as to include all other vegetation within the specified area. Any weed growth, such as nettles, from adjoining properties that overhangs the grass areas indicated is to be cut back flush to the boundary on each occasion.
2	Plant and Transport	The Contractor is to provide all tools, plant and cutting machinery, together with fuel etc. The Council will not be liable for any damage to any contractor's equipment caused by carrying out these works. The contractor is to provide any equipment including transport which he requires to carry out the work
3	Areas to be cut	The areas to be cut are specified in the attached plans. It is estimated that there is about 13 miles of verges. In addition there are two large recreation grounds and a number of other smaller areas of grass.
4	Period of work	1st March to 31st October each year of the contract.
5	Date of cuts	<p>All cutting is to be completed within seven days of the following dates:</p> <p>15 Cuts: 1st March, 15th March, 1st and 21st April, 7th and 21st May, 7th and 21st June, 7th and 21st July, 7th and 21st August, 15th and 29th September, 15th October.</p> <p>These dates may be varied by agreement with the Town Clerk having regard to growing conditions and any other material considerations. Particular consideration must be given to ensuring that cuts are not completed just before big town or community events e.g. May Day Fair. The Council reserves the right to omit any cut or cuts. Amenities Officer must be informed by email each week cuts are to be undertaken</p>
6	Weeding & Feeding	<p>Grass around the War Memorial and the Town Hall to be treated with weed and feed once a year in the spring.</p> <p>Grass around the War Memorial and the Town Hall to be weeded as close as possible to Remembrance Sunday in November each year</p>
7	Mowing	The contractor shall keep all grass areas mown using pedestrian operated or ride on rotary or cylinder mowers or strimmers. Clippings may be left on and evenly distributed over the area.

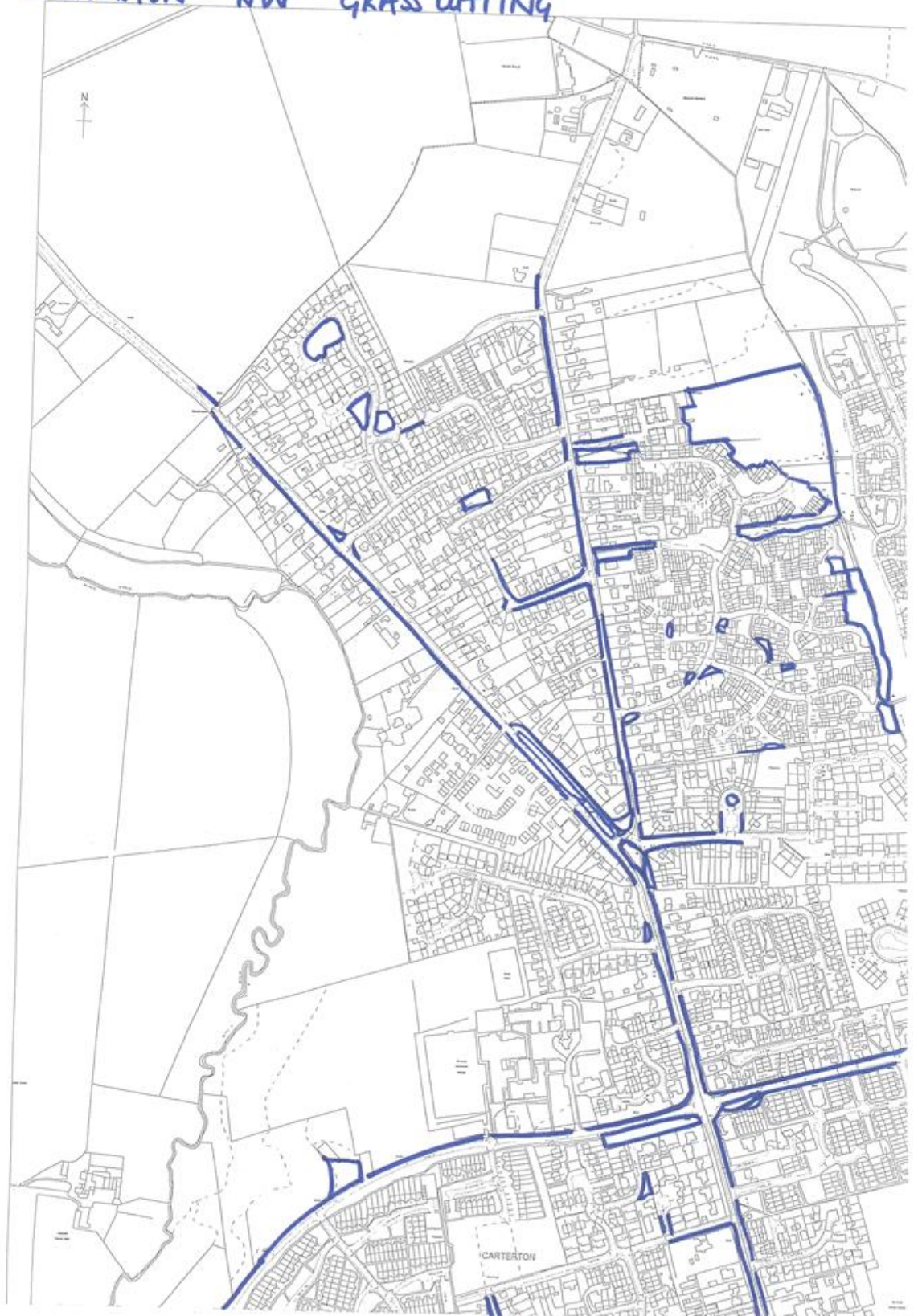
The grass on verges and other open spaces shall be a max height of 40mm with a max cutting height of 30mm and a minimum cutting height of 20mm.

The grass on the Alvescot Road Recreation Ground shall be a max height of 25 mm with a max cutting height of 15mm and a min cutting height of 10mm. If an area is used for football it is to be cut with a rotary mower for 6 weeks following preparation for the new season.

The grass around the War memorial and the Town Hall shall be a max height of 25 mm with a max cutting height of 15mm and a min cutting height of 10mm

- | | | |
|----|--------------------------|--|
| 8 | Obstacles | At each mowing it will be necessary for the contractor to cut around the base of walls, fences, hedges, play equipment and other obstacles to the same height and standard as the surrounding areas. |
| 9 | Cleaning up after mowing | At the end of grass cutting operations, the contractor shall ensure that any grass cuttings or debris that have been distributed over roads, footpaths or other hard surfaces shall be swept up or blown onto the grassed area. |
| 10 | Extent of mowing areas | In residential areas, the contractor shall cut the full area of grass including ditches on the site up to the roadways, pathways, fencing and any other boundaries. On non-residential roads grass shall be mown to a width of one metre from the edge of the road. Where overgrown hedges prevent this, the contractor should notify the Town Clerk with details of the location and the Clerk will try to arrange for the hedges to be cut back. |
| 11 | Completion | Once the contractor has commenced grass cutting in an area, he shall complete it without delay before moving on to the next area. |
| 12 | Damage to verges | <p>The Town Clerk should be informed of any damage caused to verges which impedes cutting (e.g. work by utilities) giving details of the address, the date that the damage occurred and any comments arising. The Council may deal with the matter and advise the contractor accordingly.</p> <p>Some footpaths listed in the Schedule are for the most part tarmacadam surfaced; this does not cover the full width, leaving borders which become overgrown with nettles and grass. Suitable weed killer may be applied to these. Contractors will be responsible for replacement of plants, trees or shrubs which are damaged or killed by the application of unsuitable weed killers.</p> |
| 13 | Rectify | The contractor shall be required to recut, within 24 hours, any area deemed to be unsatisfactorily mown, at his expense. |

CARTERTON - NW GRASS CUTTING



CARTERTON - NE GRASS CUTTING





CARTERTON - SW GRASS CUTTING



CARTERTON - SE GRASSCUTTING

SPECIFICATION

LOT 2 - LITTER CLEARANCE, DOG WASTE AND LITTER BINS AND GENERAL MAINTENANCE

Key Aims:

- To keep amenity areas clear of litter and to dispose of litter and dog waste in a safe and approved way
- To keep play areas and hard areas free of litter, moss and debris to provide safe and pleasant environment

General scope of work

The work involves litter picking, emptying litter and dog bins and general tidying of various areas of the town, chiefly on land in the ownership of the Council

Plant and Transport

The Contractor is to provide all tools and plant together with fuel etc. The Council will not be liable for any damage to any contractor's equipment caused by carrying out these works. The contractor is to provide any equipment including transport which he requires to carry out the work

Litter

Collected litter may be bagged up and stored at the rear of the Town Hall where it will be removed twice a week by West Oxfordshire Refuse Collection Service.

The current specification is as follows:

1. **Alvescot Road Recreation Ground** (including the Playpark and Bandstand, the footpath entrances from Arkell Avenue and Burford Road, and Brownes Lane).

Daily from 1st April to 30th September

Weekly from 1st October to 31st March

- a) Remove litter of every type and description and empty nine litterbins and three dog waste bins. Litter bins to be emptied on a daily basis from 1st April to 30th September and a weekly basis 1st October to 31st March. Dog bins to be emptied weekly throughout the year.

As necessary:

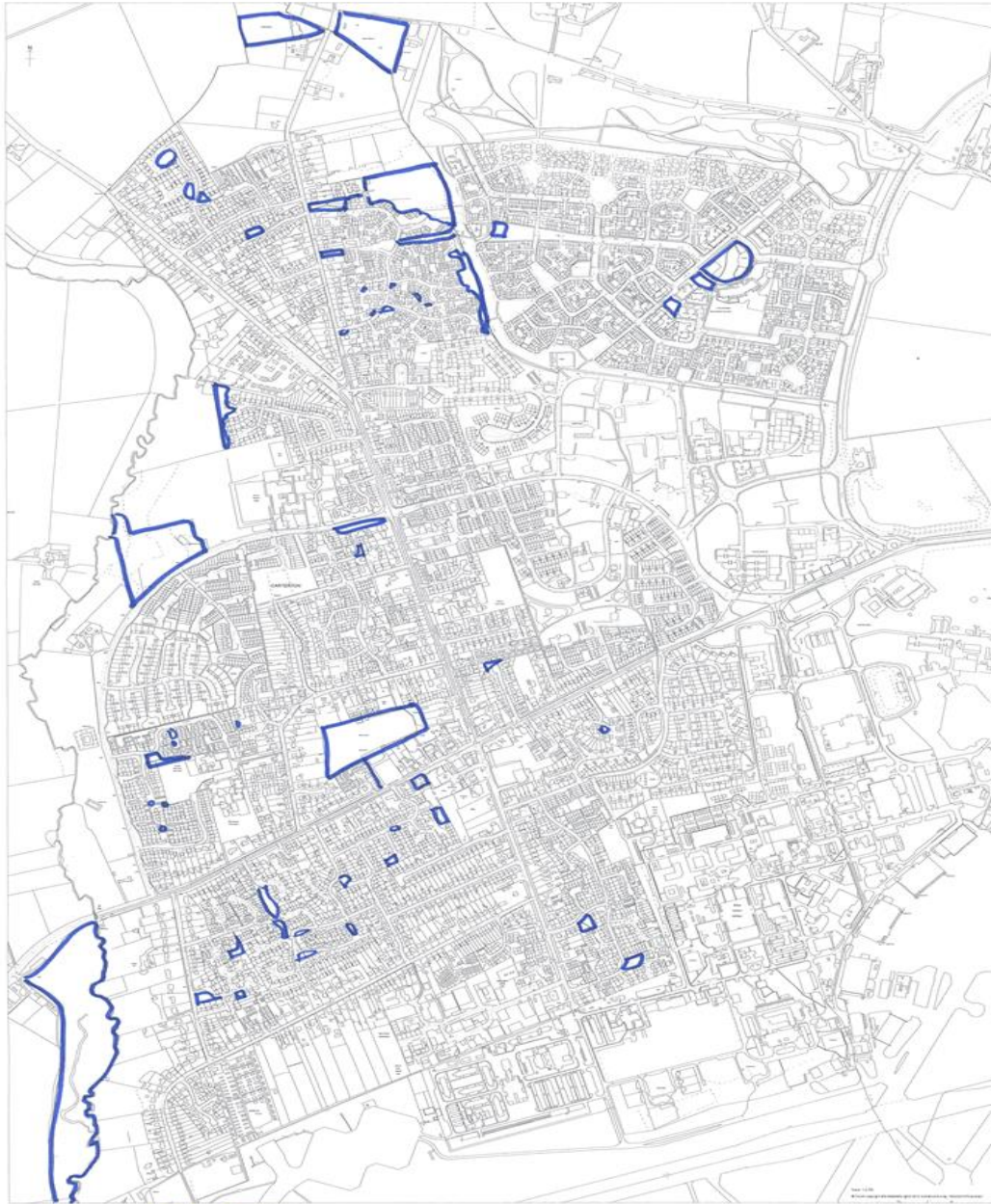
- b) Keep the Playpark clean and tidy by brushing bark and returning to contained areas.
- c) Sweep the bandstand and its surrounds, pathways and around seats.

2. **Blackthorn Play Area**

Weekly:

- a) Remove litter of every type and description and empty one litter bin as necessary.

3. **Amenity areas** as marked on plan below and including Alderley Close, Bracken Close, Church View, Edgeworth Drive, Finchdale Close, Foxcroft Drive, Garner Close, Hawthorn Grove, Hayward Drive, Heather Close, Hollybush Road, Jackson Close, Lavender Place, Mayfield Close, Oakfield Road, Pampas Close, Queens Road, Richens Drive, Scholars Acre, Speyside Close, Strathmore Close, The Maples, Whittington Place and Wychwood Close.



CARTERTON TOWN COUNCIL - AMENITY AREAS

Weekly:

- a) Remove litter of every type and description
- b) Empty dog bin on Swinbrook Road by Lovatt Close
- c) Empty dog bin at Queen Mother's Garden

4. Bus Shelters at:

Upavon Way

Stanmore Crescent (west-bound) with RTI
Carterton Community College
Carr Avenue with RTI
Bovingdon Road with RTI

Monahan Way

Carterton Health Centre (towards Witney/Oxford) with RTI
Carterton Health Centre (towards Town Centre)

Alvescot Road

Alderley Close towards Witney/Oxford
Outside Helen & Douglas House Charity Shop
Foxcroft Drive (towards Alvescot)
Foxcroft Drive (towards Town Centre / Witney)

Brize Norton Road

Outside WI Hall x 2

Burford Road

By Northolt Road
Outside Pinewood Court

(RTI: Real Time Information Display)

Weekly:

- a) To be cleared of all litter

Quarterly:

- b) To be given thorough clean including jet wash

5. Community Centre - rough area to rear car park

Weekly:

- a) Remove all litter

6. The Dell

Daily from 1st April to 30th September

Weekly from 1st October to 31st March

- a) At the Car Park and the Skateboarding facility, remove litter and sweep Skateboarding facility as necessary. Weekly empty dog bin by western entrance.

Bi-Annually:

- b) Litter pick the main paths through the Dell down to the stream
- c) Litter pick the rough area over fence to West side of the Skate Park

7. Empire Drive Play Area and Price Way

Twice Weekly (April – September) and Weekly (October to March)

- a) Remove litter of every type and description and empty one litter bin as necessary.
- b) Empty 1 dog bin weekly
- c) Price Way empty 1 dog bin weekly

8. The Maples Play Area

Weekly:

- d) Remove litter of every type and description and empty one litter bin as necessary.

9. Pampas Close Play Area

Weekly:

- a) Remove litter of every type and description and empty one litter bin as necessary.

10. Perimeter Footpath, RAF Brize Norton

Weekly:

- a) Empty two dog waste bins at The Crescent end of path

11. Richens Drive

Weekly:

- a) Empty dog waste bin

12. Stanmore Crescent Play Area

Weekly:

- a) Remove litter of every type and description and empty one litter bin and one dog bin as necessary.

13. Swinbrook Road Recreation Ground and play area (including access road and car park).

Once a week

- a) Remove litter of every type and description and empty two litter and four dog waste bins as necessary:

14. Town Centre

- a) Tower Square - Remove litter of every type and description and empty three litter bins as necessary
- b) NB Rest of Town Centre bins are owned by CTC but emptied by WODC

15. Town Centre Footways

- a) Once a month clean under Tree/Flower Boxes in Town Centre.
- b) During severe weather conditions, spread blended grit on town centre footways (NOTE: on these occasions, weather conditions would prevent normal work under the contract being carried out.)

16. Trefoil Way Play Area (including the Playpark, the ball court, the footpaths, the shelter, the teenage play equipment and the Community Garden).

Daily from 1st April to 30st September
Weekly from 1st October to 31st March

- a) Remove litter of every type and description and empty 4 litterbins and 6 dog waste bins as necessary.

As necessary:

- b) Keep the surface of the play area clean and tidy by brushing (or other agreed means) and by removing weeds.
- c) Sweep the ball court, the surrounds of the teenage equipment and footpaths.
- d) Sweep up leaves from play surfaces.

17. Marigold Square (opposite entrance to Carterton Community Centre)

Twice weekly

- a) Remove litter of every type and description
- b) Inspect Art work for graffiti and notify Clerk

15. Willow Meadows (including car park)

Weekly:

- a) Car park - Remove litter of every type and description and empty litter bin.
- b) The Meadows – Empty three dog waste bins

16. Jet wash

Annually in Spring

- a) Jet wash x 3 entrance gates to Carterton (Alvescot Rd, Carterton Road, Shilton Road
- b) Jet wash x 2 roundabouts (Broadshires Way, Carterton Road).

SPECIFICATION

LOT 3 – HEDGES AND FOOTPATHS

Key Aims

- To provide neatly clipped hedges which are weed free
- To prevent hedges affecting footpaths or vision splays
- To ensure that footpaths wide enough to allow access for wheelchairs and pushchairs

Plant and Transport

The Contractor is to provide all tools, cutting machinery and plant together with fuel etc. The Council will not be liable for any damage to any contractor's equipment caused by carrying out these works. The contractor is to provide any equipment including transport which he requires to carry out the work

Prunings

The Contractor shall be responsible for disposing of all material cut back and pruned et and for leaving all sites in a tidy condition

The current specification is as follows:

To cut hedges and small trees to an accepted horticultural standard with particular reference to the nesting season and to hibernating animals. To strim overgrown vegetation. Pernicious weed, such as Old Mans Beard should be cut off at the base. A contractor may use a flail to cut hedges where in larger, open area.

1. Alvescot Road Recreation Ground

- a) Once a year cut back the growth to the main body of the hedge around the Recreation Ground. The growth by the barrier gate on the south side of the Rec to be cut back to the main body of the hedge once a year.
- b) Once a year cut the growth to the main body of the hedge and verge on west side of Brownes Lane and clear back weeds to ground level.

2. Burford Road

- a) Once a year cut back the growth to the main body of the hedge on north side of the Allandale building to edge of tarmac area
- b) Once a year carefully prune new beech hedge on south side to encourage growth. Cut back remainder of hedge to fence line
- c) Once a year cut back growth to the fence line along length of footpath from Burford Road to Church View.

3. The Dell

- a) Twice a year cut back the growth to the main body of the hedge to front of Skate Park to a 1.5 m to allow visibility from the road.
- b) Twice a year, cut back any shrubs, brambles etc overhanging the BMX track and car park
- c) Once a year cut the growth to the main body of the hedge to the west of the skateboard park as far as the dog bin.

4. Garner Close

- a) Once a year cut the growth to the main body of the hedge along the southern side of the open space at the northern end of Garner Close.

5. Glenmore

- a) **Bracken Close/Heather Close Footpath** - Twice a year cut back growth along footpath to the boundary line including two grassed areas.
- b) **Bracken Close Footpath** – Alongside Nos 56 – 94 - Once a year cut back growth to the main body and top of hedge
- c) **Glenmore Road** - Green area of land next to No 17 once a year cut back and shape growth of shrubs. Keep ground clear for strimming.
- d) **Heather Close** - Once a year cut back bushes/Ivy that overgrow the wall and garage of 65 Heather Close to the boundary line.
- e) **Lovatt Close/Strathmore Close** - Once a year cut back all the undergrowth along the full length of the wooded area.
- f) **Lovatt Close/Strathmore Close** - Once a year cut back to the main body of the trees and shrubs and lift where necessary to allow area underneath to be maintained.
- g) **Lovatt Close/ Strathmore Close.** Once a year all private fences should be cleared of ivy and clear access maintained
- h) **Swinbrook Road leading to Lovatt Close.** Once a year cut back growth and tidy under the three Pines trees
- i) **Speyside Close.** Once a year cut back the growth to the main body of the hedge at the entrance to the Close. Once a year cut back growth to the main body of the hedges around parking area at the end of Speyside.
- j) **Speyside Close.** Once a year cut back growth to the main body of the hedge that runs from the field gate at Swinbrook Road Recreation Ground to the area adjacent to 26 Speyside.
- k) **Strathmore Close - Land to west of the Ditch from the end of Strathmore Close to the Defence Estate properties at Beverly Crescent.** Once a year strim back to ground level soft vegetation growing on the bank of the ditch and maintain the open nature of the bank to the ditch.

6. Hollybush Road

- a) Once a year, cut the growth to the main body of the hedge along the pathway that runs from Hollybush Road to Butlers Drive
- b) Once a year cut back growth and tidy green area situated to the south of WODC car park leading to Holly Bush Road.

7. The Maples Play area

- a) Once a year, cut back the growth to the main body of the hedge along the front of the play area and the beech hedge within the play area.
- b) Once a year cut back the growth to the main body of the hedge on corner of The Maples and Corbett Road sufficient to ensure good visibility for drivers emerging from The Maples.

8. Mayfield Close/Hawthorn Grove

- a) Once a year cut back the growth to the main body of the hedge along footpath from Mayfield Close to the dog bin on the open space.

- b) Once a year cut the growth to the main body of the hedge along southern side of open space
- c) Once a year cut back and tidy growth to the body of the hedge on green area bordering Mayfield/Alderly

9. Perimeter Path

- a) The perimeter path from its start at The Crescent to the bottom end of Willow Meadows. Twice a year, cut back the vegetation from a 1m strip from either side of the path. Cut back the hedge to the edge of the footpath on both sides.

10. Queens Road

- a) Once a year, remove weeds along the footpath that runs from Queens Road to Black Bourton Road.

11. Richens Drive

- a) Once a year, strim vegetation at base of hedge that runs along the boundary between Richens Drive and the Defence Estate properties
- b) Once a year, cut back the growth to the main body of the hedge that runs along the boundary between Richens Drive and the Defence Estate properties
- c) Once a year, cut back the growth to the main body of the hedge that runs along the boundary between Richens Drive and St Joseph's playing fields.

12. Scholars Acre

- a) Once a year strim the vegetation under the trees. Lift any tree branches to allow access.

13. Swinbrook Road Recreation Ground and Baldwin Mews

- a) **Baldwin Mews.** Once a year tidy small planted area to front of 11 and 12. Once a year cut back the growth to the main body of the hedge that runs along the southern boundary of the grassed area at Baldwin Mews including hedge to rear of play area.
- b) **Swinbrook Road Recreation Ground.** Once a year, cut back the growth to the main body of the hedge and access lane to the field gate at the South-Eastern end of the Recreation Ground to allow vehicular access. Once a year cut back the growth to the main body of the hedge around the recreation ground.
- c) **Baldwin Mews.** Once a year cut back body of hedge that runs full length of 50 Swinbrook Road

14. Whittington Place

- a) Once a year clear the square of brambles/nettles. Scrape moss from hard surface and weed kill whole area
- b) Once a year clear and weed kill area in front of 7-9 Whittington Place

15. Willow Meadows

- a) Twice a year, cut grass around car park to 40mm to ensure vision splay is uninterrupted.
- b) Once a year cut back the growth to the main body of the evergreen bushes at entrance by kissing gate at Alvescot Road entrance.
- c) Once a year cut back turf from sides of footpath for full length of Meadows
- d) Once a year cut back the growth to the main body of the hedge on south side of car park to curb line.
- e) Once a year cut back the growth to the main body of the hedge along the western boundary of Willow Meadows. NB Do not cut until Blackberries and Sloes are finished.

ALL ORNAMENTAL HEDGES SHOULD HAVE SECOND SUMMER CUT TO RESHAPE THEM

SPECIFICATION

LOT 4 – FLOWERS AND SHRUBBERIES

Key Aims:

- To provide high quality floral and shrub displays that are healthy, vigorous and allowed to reach their full flowering potential
- To achieve weed and litter free displays

Plant and Transport

The Contractor is to provide all tools, cutting machinery and plant together with fuel etc. The Council will not be liable for any damage to any contractor's equipment caused by carrying out these works. The contractor is to provide any equipment including transport which he requires to carry out the work

Prunings and Litter

The Contractor shall be responsible for disposing of all material cut back and pruned etc and for leaving all sites in a tidy condition. Litter may be bagged up and stored at the rear of the Town Hall where it will be collected twice a week by UBICO Refuse Collection service.

The current specification is as follows:

General maintenance of the areas listed below including bedding out twice a year (as indicated by *) to accepted horticultural standards and pruning. A planting plan should be submitted to the Council for approval two months prior to the planting taking place. The contractor is to purchase all plants and bulbs required for the bedding displays.

The contractor will be responsible for ensuring that bedding is thoroughly watered twice a week. Pole mounted and other flower baskets with water reservoirs should also be watered twice a week. If the summer should be unusually hot and dry, the Council should be asked to agree an additional payment for extra watering. Water is available from the Town Hall but the contractor will need a method of transporting water to other sites. If fire hydrants are to be used the contractor must have a licence to allow this.

For a period of one month after planting, the contractor is to replace any plants that have failed to establish or have been vandalised.

Beds should be hoed once a month until plants have grown sufficiently to make this impractical. Thereafter large weeds should be removed by hand.

1. Alvescot Road North

- 1.1 Triple Tub (1)
- 1.2 Tubs (1)
- 1.3 standards columns (8) containing 2 baskets
- 1.4 Flower bed by town name sign *

Alvescot Road South

- 1.5 Triple Tub (1)
- 1.6 Tubs (3)
- 1.7 Standard columns containing 2 baskets (8)
- 1.8 Shrub Bed at Tower Square to be weeded to reasonable standard

2. Black Bourton Road West

- 3.1 Standard columns (3) containing 2 baskets
- 3.2 Tubs (1)
- 3.3 Peter Harris memorial shrubberies (half way along road on western side), 1 near butlers Drive, 1 near Milestone Rd).
- 2.4 Shrubbery at Beehive Public House

Black Bourton Road East

- 3.4 Standard columns (3) containing 2 baskets

3. Brize Norton Road South East

- 3.1 Triple tub (1)
- 3.2 Standard Columns (2) each containing two baskets
- 3.3 Tubs (1)
- 3.4 Shrubbery on the junction of Brize Norton road and Black Bourton Road (by Golden Eagle)
- 3.5 Flower baskets on Iron Bridge

Brize Norton Road South West

- 3.6 Triple (1) Tub
- 3.7 Standard columns (2)
- 3.8 Tubs (1)
- 3.9 Shrubbery on corner of Clockhouse building

4. Burford Road East

- 4.1 Standard Columns (2) containing 2 baskets
- 4.2 Tubs (2)

4.3 Shrubbery by Allandale Youth House

4.4 Weed under the hedge that is between the Allandale building and the church car park

4.5 Shrubbery between St John's Church and A-Plan Insurance.

4.5 1 triple Tub

Burford Road West

4.7 Triple (1) Tub

4.8 Standard Columns (2) containing 2 baskets

4.9 Tubs (2)

5. Shilton Road

5.1 Flower bed by town name sign.

6. Carterton Road

5.1 Flower bed by town name sign.

7. Upavon Way Queen Mother's Garden

6.1 Strim around surrounds and edge beds and weed beds to a reasonable standard.

6.2 Prune and feed roses to good horticultural practice, spray roses fortnightly during the growing season for black spot and aphids.

6.3 Spray path area that runs through the middle of Garden annually to get rid of weeds.

8. Maples Play area

8.1 Twice a year treat play surfaces with weedkiller

9. Pampas Play area

9.1 Weed beds to a reasonable standard

9.2 Prune all shrubs

10. Whittington Place

10.1 Tidy and weed raised beds to a reasonable standard.

11. Town Hall

11.1 Plant and erect hanging baskets for the Town Hall in late May.

11.2 Water the hanging baskets at the Town Hall every day throughout the summer.

11.3 Tend to gardens weekly March to October.

11.4 Supply and plant winter bedding plants*

11.5 Supply and plant summer bedding plants*

11.6 Prune and feed roses to good horticultural practice and spray roses fortnightly during the growing season for black spot and aphids.

12. Alvescot Road Recreation Ground

12.1 Weed and tidy shrub beds surrounding play area to a reasonable standard

13. Town Centre

13.1 Twice a year weed killer is to be applied to the base of all the street furniture in the town centre including boxes, litterbins, bus shelters etc and dead weeds removed.

14. Shilton Park

13.1 Once a year weed spray Marigold Square. Remove dead weeds.

SPECIFICATION

LOT 5 – CEMETERY AT BLACK BOURTON

Key Aims:

- To provide a high-quality service relating to the maintenance of the cemetery
- To provide a cemetery which is clean, tidy and quiet.

The current specification is as follows:

- | | | |
|----|-----------------------|---|
| 1. | General scope of work | The work involves cutting all the grass areas in the cemetery, general tidying including the removal of any litter and any dead vegetation and cutting the hedges on all the boundaries. |
| 2. | Areas to be cut | The burial ground at Black Bourton. (The contract does not include the old graveyard by the church, which is maintained by the Parochial Parish Council.) |
| 3. | Period of work | 1 st March to 31 October in each year of the Contract |
| 4. | Date of cuts | <p>All cutting is to be completed within seven days of the following dates:</p> <p>15 Cuts: 1 and 15 March, 1 and 21 April, 7 and 21 May, 7 and 21 June, 7 and 21 July, 7 and 21 August, 7 and 21 September, 15 October.</p> <p>These dates may be varied by agreement with the Town Clerk having regard to growing conditions and any other material considerations. The Council reserves the right to omit any cut or cuts.</p> |
| 5. | Mowing | <p>The contractor shall keep all grass areas mown using pedestrian operated or ride on rotary or cylinder mowers or strimmers.</p> <p>All clippings must be cleared and removed from the cemetery. The contractor will be responsible for disposing of these clippings preferably by composting.</p> |
| 6. | Plant and transport | The contractor is to provide all tools, plant and cutting machinery together with fuel etc. The Council will not be liable for any damage to any contractor's equipment caused by carrying out these works. The Contractor is to provide any equipment including transport which he requires to carry out the works. |
| 7. | Graves and obstacles | At each mowing it will be necessary for the contractor to cut around the base of graves, walls, fences, hedges and other obstacles to the same height and standard as the surrounding areas. |
| 8. | Completion | Once the contractor has commenced grass cutting in the cemetery, he shall complete it without delay unless there is an interment. Where the Town Council knows the date of an interment, the contractor will be notified. When there is an interment, the contractor shall cease any operation which is likely to disturb the ceremony and instead undertake general tidying. |
| 9. | Additional work | Quarterly, when weather conditions are suitable, all the paths within the cemetery shall be treated with weed killer and weeds removed. |

- Once a year to cut back the growth to the main body of the hedges around the boundary of the cemetery.
10. Prunings The Contractor shall be responsible for disposing of all material cut back and pruned etc and for leaving the site in a tidy condition.

 11. Damage to graves The Town Clerk should be informed of any circumstance which impedes cutting, giving details of the circumstance to the Town Clerk. The Council may deal with the matter and advise the contractor accordingly. Ornaments on graves should be left undisturbed unless they present a danger

The Town Clerk shall be notified immediately of any damage caused by the contractor to any grave, headstone or memorial.

 12. Rectify The contractor shall be required to recut, within 24 hours, any area deemed to be unsatisfactorily mown, at his expense.

SCHEDULE 3

TENDER RESPONSE

For the Provision of Grounds Maintenance Services

Tenderers are to complete Schedule 3

Please return response sections only by 4pm on 7th February 2025

Via e mail to clerk@carterton-tc.gov.uk

or by post to Carterton Town Hall, Alvescot Road Carterton OX18 3JL

All tenders to be in sealed envelopes and marked in the top left-hand corner

'Tenders – to be opened only by tender panel'

Part A**Commercial Information****A.1. Company/Organisation identity – pass/fail criteria**

A.1.1	Company Name:	
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A.1.2	Contact Name:	
	Position:	

A.1.3	Company Address:	
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A.1.4	Contact Telephone Number:	
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A.1.5	Contact Email:	
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A.1.6	Company Website:	
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A.1.6	Registered Address: (if different from above)	
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A.2 Legal/Organisational status - pass/fail criteria

A.2.1	Please confirm the type of organisation submitting this ITT (please tick):	
Sole Trader		
Limited Liability Partnership		
Private Limited Company		
Public Limited Company		
Local Council		
Voluntary/ charitable / not for profit organisation		
Other (please specify below)		

A.2.2	Country and Date of incorporation/registration if other than in the UK:	
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A.2.3	Company Registration Number and date of registration (if applicable):	
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A.2.4	VAT Registration Number:	
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A.2.5	Charity Number (if applicable):	
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A.2.6	Is your organisation registered under the Data Protection Act 1998? If so, what is your DPA registration number?	
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A.2.7	If your organisation is a subsidiary of another company as defined by section 736 (1) of the Companies Act 1985, please provide the name and registered office address of the holding or parent company and the ultimate parent (if applicable) and their registration number:	
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Note: The Authorities may require the ultimate Holding Parent Company to enter into a Deed of Guarantee, where a contract is proposed with a subsidiary, to indemnify the Authorities against all losses, damages or costs which may be incurred by the Authorities by reason of any default on the part of the Provider and to guarantee performance of Contract.

A.2.8 Please confirm whether or not you have formed, or are forming a consortium for the purpose of tendering for this requirement. **If you answer no to this question** please go to question A.2.13 and proceed with the remainder of the questionnaire.

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A.2.9 If you have answered yes to question A.2.8 please list the names of your consortium members and their registration numbers (if applicable). Please note the Authorities reserve the right to obtain additional information on the consortium members.

A.2.10 Please confirm the structure of the Consortium (e.g. One Legal Entity, Lead Organisation on behalf of the consortium, External Non-Delivering Organisation).

A.2.11 Name of ultimate parent company (if this applies):

A.2.12 Companies House Registration number of ultimate parent company (if this applies)

Note – if a supply chain member (sub-contractor) is to be responsible for more than 25% of the delivery of the overall requirement then the sub-contractor should complete and submit as part of the overall ITT documentation, a questionnaire giving full details about their organisation.

A.2.13 Does your organisation and/or any of its named supply chain members (sub-contractors) have any potential conflicts of interest that may arise if selected to deliver this project

Potential conflicts of interest	Yes / No (please delete)
---------------------------------	--------------------------

If your answer to the above is yes, please detail what the conflicts of interest may be.

A.3 Areas of Business – Information Only

A.3.1 Please indicate below the principle areas of business activity of your organisation:

A.3.2 Please indicate which elements if any of the services your organisation anticipates may be sub-contracted:

A.4 Business Probity - 2% weighting

A4.1 If your organisation has had a contract terminated please provide details:

A4.2 If your organisation has failed to have a contract renewed due to non performance under the terms of the contract please provide details:

A.4.3 If your organisation within the last five years has been subject to any prosecutions, infringement notices or other actions by the Health and Safety Executive in respect of a breach or a suspected breach by your organisation of health and safety or equivalent legislation please enclose full details:

A.5 Organisation and Management – Information only

A.5.1 Please enclose details of your organisations structure, e.g. an organisation chart that is relevant to the services being tendered for:

A.6 Insurance - pass/fail criteria

A.6.1 Please provide a copy of your organisation's insurance certificates and provide the required information regarding your company/organisation's insurance cover:

Public Liability Insurance Min £10,000,000	
Insurer	
Policy Numbers	
Expiry Date	
Limits of indemnity (per occurrence and aggregate)	
Excess (if any)	
Employers Liability Insurance £5,000,000	
Insurer	
Policy Numbers	
Expiry Date	
Limits of indemnity (per occurrence and aggregate)	
Excess (if any)	

A.6.2 Would you be willing to increase the value of cover if your current level is considered to be insufficient for the contract?

--

A.6.3 Please state how many times your organisation has been required to make insurance claims in the last three years in respect of the above insurances for sums over £500,000, in regard to the services that you are tendering for:

--

A.7 Health and Safety – 15% weighting

Notes to Organisation:
1. We will seek evidence relating to the questions below if required.

- A.7.1 If your organisation is a member of CHAS, EXOR, SAFEContractor or other SSIP recognised scheme please attach your proof of compliance and state below the name of the scheme, date of compliance and membership number:

If your organisation is a member of an above named scheme please attach a copy of your health and safety policy, the requested risk assessment and method statement as per A.7.8 and then go straight to section A8

If your organisation is not a member of an above named scheme, please complete the rest of section A.7

If you are not a member, would your organisation be prepared to become a member if successful with this tender? YES / NO

- A.7.2 Please supply the name and designation of the person responsible for the implementation of the organisations Health and Safety Policy.

- A.7.3 If your organisation employs the services of a person qualified to advise and assist in carrying out the organisations health and safety responsibilities, please state their name, designation, experience and health and safety qualifications.

- A.7.4 If your organisation does not employ the services of a person, please indicate how competent advice is provided to your organisation:

- A.7.5 If you employ five or more employees, please enclose a copy of your current health and safety policy.

- A.7.6 If you employ less than 5 employees, please tell us how you ensure that your Health and Safety measures are put into place and practiced within your organisation.

A.7.7 Please detail how your Health and Safety policies are conveyed to the workforce:

--

A.7.8 Please enclose an example of a completed risk assessment and a method statement or safe operating procedure for work similar to that detailed in the specification:

A.7.9 Please provide the past 3 years statistics of any employee/person under your control who has suffered an HSE reportable (RIDDOR) type injury and or work related ill health in relation to the services being tendered for:

Year	Total number of RIDDOR incidents		Number of work related ill health incidents	

A.7.14 Please detail how your organisation evaluates the hazards and risks to health and safety arising from work where the use of equipment is required.

--

A.8 Equality and Diversity - 3% weighting

NOTES TO POTENTIAL PROVIDER:

1. We will seek evidence relating to the questions below, if required

A.8.1 Please enclose a copy of your organisations equal opportunities policy relating to employment, or provide examples to demonstrate your commitment to equal opportunities if you do not have a policy.

--

A.8.2 Please confirm that it is the policy of your organisation and / or your named supply chain members (sub-contractors) to comply with your statutory obligations under the following Acts.

Act	✓
Equality Act 2010	
Human Rights Act 1998	

A.8.3 Please detail below any information relating to any finding of unlawful discrimination against your organisation by any court or industrial or employment tribunal in the last three years.

- A.8.4 If your organisation has been subject of a formal investigation on grounds of alleged unlawful discrimination by, for example the Commission for Racial Equality (CRE), Disability Rights Commission (DRC), Equal Opportunities Commission (EOC) or Equality and Human Rights Commission (EHRC), please detail below what actions you were required to take as a result of that finding or investigation along with the action that your organisation took:

A9 Environmental Sustainability – 10% weighting

- A.9.1 Please enclose a copy of any environmental management certification that your organisation and any envisaged supply chain member (sub-contractor) or consortium member holds. If you do not have any certification please detail how your organisation complies with environmental legislation.

- A.9.2 If any prosecutions have been taken, cautions given, notices served or other action taken during the last three years against your organisation or against any of your directors / management for contraventions of environmental legislation (including town and county planning legislation) in relation to activities similar to those covered by this contract, please detail below details of charges, dates, venues of hearings, verdicts of the courts and penalties if found guilty along with steps that you have taken as a result of this.

- A.9.3 Does your organisation measure its energy/fuel use and carbon dioxide emissions? Please detail any plans that your organisation has in place to reduce fuel use and emissions. Does your organisation recycle water?

Part B

FINANCIAL INFORMATION – Pass/Fail Criteria

B.1 Turnover

- B.1.1 If applicable please provide a brief outline of how your company/organisation would obtain any major additional funding for this contract (e.g. third party finance).

--

- B.1.2 Please enclose one of the following with your submission to enable the Authorities to assess the economic and financial standing of your organisation:

A copy of your audited accounts for the most recent three years (if your organisation is a subsidiary of a group, the above is required for both the subsidiary and the ultimate parent)	
A statement of your turnover, profit & loss account and cash flow for the most recent year of trading	
A statement of your cash flow forecast for the current year. (We may ask for a bank letter outlining the current cash and credit position)	
Alternative means of demonstrating financial status if trading for less than a year	

- B.1.3 If there have been any material changes to your organisation or trading position since the balance sheet date please detail those changes below:

--

- B.1.4 The Council will carry out a financial check on your organisation

Part C

TECHNICAL CAPABILITY –

C.1 Previous Experience - 35% weighting

- C.1.1 Please provide comprehensive information of your organisation's technical capacity and expertise and experience over the past five years of carrying out similar services under a formal contract to the public sector, in particular to local government and to large multi site organisations (approximately 1000 words).

--

- C.1.2 Bidders must have existing experience of all the equipment that is currently in use in order to ensure that they can deal with faults from the start of the contract. Discretionary
Pass/Fail

C.1.3 Case Study – 10% weighting

Please detail below any problem/delay that has been encountered by your organisation when implementing new contracts such as this. If problems / delays have been encountered, please explain how the situation was resolved (maximum 500 words).

--

C.2 Quality Assurance and Standards – 5% weighting

- C.2.1 Please provide details of any Quality Assurance systems operated by your organisation, both internally and externally through the supply chain (300 words or fewer). Please supply certificates (if applicable).

--

- C.2.2 Please describe the internal controls used by your organisation to manage the delivery of this type of service to ensure that the requirements are met fully in terms of quality and timely delivery.

--

C.3 Staff Skills and Development – Information Only

- C.3.1 Please indicate below whether any operatives you employ and would expect to engage on this contract have specific skills/qualifications related to the range of requirements set out in the specification.

Skill / qualification	Number of operatives

C.3.2 Please provide details of your current training policy/procedures (including any health and safety training), and describe how you ensure that skills are maintained. Max 400 words

--

C.4 References – The strength of at least 2 references - 10% weighting

C.4.1 Please provide details for three companies for which you have delivered similar projects that will provide a reference. The Authorities will take up two of the references.

Reference 1

Company Name	
Company Address	
Contact name	
Contact Phone Number	
Contact e-mail address	
Website details	
Contract start / end dates	
Value of contract	
Brief description of contract including use of sub-contractors if applicable	

Reference 2

Company Name	
Company Address	
Contact name	
Contact Phone Number	
Contact e-mail address	
Website details	
Contract start / end dates	
Value of contract	

Brief description of contract including use of sub-contractors if applicable	
--	--

Reference 3

Company Name	
Company Address	
Contact name	
Contact Phone Number	
Contact e-mail address	
Website details	
Contract start / end dates	
Value of contract	
Brief description of contract including use of sub-contractors if applicable	

C.5 Professional Organisations – 3% weighting

C.5.1 Please indicate any relevant professional bodies your organisation belongs to or any awards won especially those in relation to the services being tendered for:

--

C.6 Business continuity – 5% weighting

C.6.1 Please attach your Business Continuity plan or outline what disaster recovery or business continuity plans your organisation has established. Use this section to outline how you would keep the service/contract in full operation in the event of a pandemic and/or major incident which may have an impact on your business and/or service you provide (Max 400 words).

--

Aspects that you may wish to consider are:

- Plans in place in the event of fire, flooding, electrical fault
- Plans in place in the event of a major health epidemic
- Loss of suppliers, staffing, vehicles, plant
- Loss of IT systems
- Shortage of raw materials

C.7 Corporate Social Responsibility – 2% weighting

C.7.1 Please tell us how your organisation would address aspects such as effective protection of the environment, prudent use of natural resources, maintenance of high and stable levels of economic growth, impacts on the cause of climate change etc if you were to be awarded this Contract.

--

Aspects that you may wish to consider are:

- Do you offer a full skills & training programme to all of your employees
- Do you seek to recruit locally
- Do you have accredited systems in place to support Environmental Management
- Do you have a policy to use raw materials from renewable sources
- Do you have sound Waste Management policies, and procedures in place for the disposal of waste products
- Do you support local communities by attending and contributing to local events.
- Do you encourage your suppliers and sub contractors to consider their commitment to the above aspects

Part D

TECHNICAL PROPOSAL

D.1 Service Requirements – Information Only

D.1.1 Please detail below the format in which your organisation can receive Service Requests

D.1.2 How will your organisation ensure that the Authorities receive consistent and regular advice / guidance on current methods of working / products along with changes that may come onto the market during the lifetime of the Contract?

D.2 On-site Arrangements – Information Only

D.2.1 What arrangements does your organisation have for the removal and recycling of any rubbish and debris accumulated during the supply of the services?

D.3 Quality of work and Supplier conduct – Information only

D.3.1 Please detail the checks that your organisation will make to ensure that

- a) all work is carried out in accordance with any legislation in place at the time of the services being undertaken; and
- b) that the services will be carried out by a suitably trained and competent team / member of staff:

D.4 Sub-Contracting – Information only

D.4.1 Please detail your organisations methodology for employing sub-contractors and ensuring that sub-Contractors if used on this contract are fully compliant with the terms and conditions of the Framework Agreement.

D.5 Requests for Quotations – Information Only

D.5.1 Please detail your expected turn around time from receipt of a request to the supply of a quotation:

D.6 Contract management – Information Only

D.6.1 Please detail below the name and contact details for the Account Manager

--

D.7 Health and Safety – Information only

D.7.1 Please provide a Health and Safety management method statement in relation to the fulfilment of this contract:

--

D.8 Prompt Payment Discount – Information only

D.8.1 Please detail below any percentage discount that your organisation would be prepared to offer should the Authorities pay outstanding invoices within 14 days of receipt:

--

D.9 Evaluation Questions – Total of 60% weighting

D.9.1 Please describe your staffing resources, technical resources and equipment resources that (a) your company has in general and (b) you will have specifically available for this project

--

D.9.2 Please describe your how you will deliver the project at the Contract Level with Contract Management, Management of Engineers/Sub-Contractors and Suppliers and Support to the Customer

--

D.9.3 Please detail your spares holding and repair resources (a) your company has and (b) you will have for specifically available for this project. Please state how you will continually improve the system

--

D.9.4 Please describe how you will smoothly hand over maintenance from the current provider

--

D.9.5 Please describe how you minimise the downtime of faults

- D.9.6 Please describe how you will monitor the performance of the contract and ensure timescales are met. Explain the information you provide back to the Councils on KPIs. Please state the location of the engineers that will be assigned to this contract

- D.9.7 Please provide a Risk Assessment associated with the specific work and how these will be managed. This must include risks on the Contract Delivery as well as Health and Safety Risks

Part E

FINANCIAL PROPOSAL – 40% weighting

LOT 1 – Grass Cutting

	Per cut	Per year 2025-2028
Cutting, strimming and clearing verges		
Cutting strimming and clearing 2 Recreation Grounds		
Cutting strimming and clearing other open spaces		
Any other costs		
Total (excluding VAT)		
Total including VAT		

FINANCIAL PROPOSAL

LOT 2 – Litter clearance, Dog waste and litter bins and General Maintenance

	Per collection/operation	Per year 2025-2028
Litter picking		
Emptying of litter and dog bins		
Cleaning of bus shelters		
Erection of market signs		
Maintenance of play areas		
Any other costs		
Total (excluding VAT)		
Total (including VAT)		

FINANCIAL PROPOSAL

LOT 3 – Hedges and Footpaths

	Per year 2025-2028
Hedge cutting	
Strimming footpaths	N/A
Strimming other areas	N/A
Other costs	
Total (excluding VAT)	
Total (including VAT)	

FINANCIAL PROPOSAL

LOT 4 – Flowers and Shrubberies

	Season	Per year 2025-2028
Summer and winter bedding plants including planting		
Watering	N/A	
Maintenance	N/A	
Other costs		
Total (excluding VAT)		
Total (including VAT)		

FINANCIAL PROPOSAL

LOT 5 – Black Bourton Cemetery

	Per cut	Per year 2025-2028
Grass cutting, strimming and clearing		
Cutting hedges to boundary	N/A	
Treating paths with weedkiller	N/A	
Any other costs		
Total (excluding VAT)		
Total (including VAT)		

Document 1

Form of Tender

TO BE COMPLETED BY THE TENDERER

To: Carterton Town Council

PROVISION GROUNDS MAINTENANCE SERVICES UNDER THE CONTRACT

To: The Authorities

From:

Having examined the Invitation to Tender and all other Schedules, and being fully satisfied in all respects with the requirements of the ITT (including the Conditions of Tender) for the above mentioned Services, I/We hereby offer to provide the whole of the services for the term of 4 years from the Date of Commencement stated above with conformity with the Conditions of Contract and the Methods of Work, Specifications and the Pricing Documents for the prices in the Pricing Documents. If this offer is accepted I / we will execute documents in the form of the Contract within 30 days of being called upon to do so.

Unless and until a formal contract is prepared and executed this tender, together with your written acceptance thereof, shall constitute a binding contract between us.

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

I / We understand that no payment will be made for any expenses or losses incurred in the preparation of my / our tender.

I/we agree that this tender remain open for acceptance for 90 days after the closing date for submission.

I/we warrant that I/we have all the requisite corporate authority to sign this Tender.

Signed:

For and on behalf of:

Address:

.....

.....

Date:

Document 2

Declaration

I certify that the information supplied is accurate to the best of my knowledge and belief.

I understand that Carterton Town Council may contact anyone to verify this information, and that false or misleading information could result in my/our exclusion from the select tender list.

I also understand that it is a criminal offence, punishable by imprisonment to give or offer to give any gift or consideration whatsoever as an inducement or reward to any servant or member of a public body. In addition your specific attention will be drawn to the clause in the proposed contract empowering the Authorities to cancel the contract and to recover any loss from the contractor if the contractor has offered any gift or inducement of any kind in relation to obtaining the contract.

Signed _____

Position held _____

For and on behalf of _____

Date _____

Before returning this application form, please ensure that you have: -

- Answered all questions.
- Enclosed all relevant documents.
- Completed the above declaration.

N.B. APPLICATIONS MAY NOT BE CONSIDERED UNLESS ALL THE ABOVE HAS BEEN PROVIDED

Document 3

Statement relating to good standing – Grounds for obligatory exclusion (in eligibility) and criteria for rejection of candidates in accordance with Regulation 23 of the Public Contracts Regulations 2006 (as amended)

Carterton Town Council

Grounds Maintenance

We confirm that, to the best of our knowledge the Applicant is not in breach of the provisions of Regulation 23 of the Public Contracts Regulations (as amended) and in particular that:

Grounds for mandatory rejection (ineligibility)

The Applicant (or its directors or any other person who has powers of representation, decision or control of the named organisation) has not been convicted of any of the following offences:

- (a) Conspiracy within the meaning of section 1 of the Criminal Law Act 1977 where that conspiracy relates to participation in a criminal organisation as defined in Article 2(1) of Council Joint Action 98/733/JHA (as amended);
- (b) Corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906 (as amended);
- (c) The offence of bribery; (See enclosed policy)
- (d) Fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union, within the meaning of:
 - a. The offence of cheating the Revenue;
 - b. The offence of conspiracy to defraud
 - c. Fraud or theft within the meaning of the Theft Act 1968 and the Theft Act 1978;
 - d. Fraudulent trading within the meaning of section 458 of the Companies Act 1985;
 - e. Defrauding the Customs within the meaning of the Customs and Excise Management Act 1979 and the Value Added Tax Act 1994;
 - f. An offence in connection with taxation in the European Community within the meaning of section 71 of the Criminal Justice Act 1993; or
 - g. Destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968;
- (e) Money laundering within the meaning of the Money Laundering Regulations 2003; or
- (f) Any other offence within the meaning of Article 45(1) of the Public Sector Directive;

Organisation's Name:	
Signed:	
Position:	
Date:	

Discretionary grounds for rejection

The Applicant (or its directors or any other person who has powers of representation, decision or control of the named organisation) confirms that it:

- (a) being an individual is not bankrupt or has not had a receiving order or administration order or bankruptcy restrictions order made against him or has not made any composition or arrangement with or for the benefit of his creditors or has not made any conveyance or assignment for the benefit of his creditors or does not appear unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986 or is not the subject of any similar procedure under the law of any other state;
- (b) being a partnership constituted under Scots law has not granted a trust deed or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of its estate;
- (c) being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has not passed a resolution or is not the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, nor had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is not the subject of similar procedures under the law of any other state;
- (d) has not been convicted of a criminal offence relating to the conduct of his business or profession;
- (e) has not committed an act of grave misconduct in the course of his business or profession;
- (f) has fulfilled obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which the organisation is established;
- (g) has fulfilled obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant State in which the economic operator is established;
- (h) is not guilty of serious misrepresentation in providing any information required of him under this regulation;
- (i) in relation to procedures for the award of a public services contract, is licensed in the relevant State in which he is now established or is a member of an organisation in that relevant State when the law of that relevant State prohibits the provision of the services to be provided under the contract by a person who is not so licensed or who is not such a member.

Organisation's Name:	
Signed:	
Position:	
Date:	

Document 4

Freedom of Information Act

Carterton Town Council

Grounds maintenance

As you know, from January 2005, the Council is required to comply with the provisions of the Freedom of Information Act 2000 (the "Act"). This means that all information held by the Council has the potential to be disclosed to a member of the public requesting it. In order to limit disclosure it is necessary to categorise information as exempt information under Part II of the Act.

Typical exemptions which might apply are as follows:-

- (1) Information that constitutes a trade secret.
- (2) Information the disclosure of which would, or would be likely to prejudice the commercial interests of any person, including the Council.
- (3) Commercial information, which can be kept confidential for an agreed period following which, you acknowledge it will be released if a request for it is received under the Act. The Act defines commercial information as a trade secret, or information, the disclosure of which would prejudice the commercial interests of either party.

Therefore in submitting your tender, quote or proposal to the Council, you are asked to clearly identify which of the information you have provided you desire to be kept confidential as exempt information. Please also specify the period of confidentiality, which you reasonably consider should be applicable to that information. The Council may or may not be able to comply with this request.

You should also be aware, that any information you consider to be commercially confidential, may at a later date cease to constitute exempt information, or it may subsequently prove to be in the public interest to disclose such information. Also, please note that any decision on non-disclosure of information could later be overridden by the Council's obligations to disclose under the Act

Please list any information you wish to be kept as confidential.

Document 5

Transparency Certificate

Carterton Town Council

Grounds maintenance

The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act ("The Act") the text of this Agreement, and any Schedules to this Agreement, is not Confidential Information. The Authorities shall be responsible for determining at their absolute discretion whether any part of the Agreement or its Schedules is exempt from disclosure in accordance with the provisions of the Act.

Notwithstanding any other term of this Agreement, the Contractor hereby gives its consent for the Authorities to publish this Agreement and its Schedules in its entirety, including from time to time agreed changes to the Agreement, to the general public in whatever form the Authorities decide.

Applicant's signature

--

Print name(s) in full

--

Dated this

--

Day of

--

2018

Name and address of company

--

Document 6

Anti-Collusion and Competition Code Certificate

Carterton Town Council

Grounds maintenance

In recognition of the principle that the essence of selective tendering is that the Client shall receive bona fide competitive tenders from all those tendering I / WE CERTIFY THAT:-

- 1** This Tender is made in good faith, and that we have not fixed or adjusted the amount of the Tender by or under in accordance with any agreement or arrangement with any other person. I / we also certify that I / we have not and I / we undertake that I / we will not before the award of any contract for the work:
 - (i)
 - (a) Communicate to any person other than the Council as recipient of this Tender the amount or approximate amount of the Tender or proposed Tender, in accordance with any agreement so to communicate except where the disclosure, in confidence, or the approximate amount of the Tender was necessary to obtain insurance premium quotations required for the preparation of the Tender.
 - (b) Enter into any agreement or arrangement with any other person other than the Council as recipient of this Tender that they shall refrain from tendering, that they shall withdraw any Tender once offered or vary the amount of any Tender to be submitted.
 - (ii) Pay, give or offer to pay or give any sum of money or other valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the work, any act or thing of the sort described at (i) (a) or (b) above.
- 2** I / we further certify that the principles described above have been, or will be, brought to the attention of all sub-contractors, suppliers and associated companies providing services or materials connected with the Tender and any contract entered into with such sub-contractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.
- 3** In this certificate, the word “person” includes any persons and any body or association, corporate or unincorporated; “any agreement or arrangement” includes any transaction, formal or informal and whether legally binding or not; and “the work” means the work in relation to which this Tender is made.
- 4** I / We confirm that we fully comply with the Office of Fair Trading’s Competition Code of Conduct (“the Code”). I/we acknowledge and agree that if at any time we either fail to comply with the Code or if we are in breach of any representation made by us in this Certificate, the Council may immediately reject any tender submission made by us, and disqualify us from consideration for appointment under this tender without compensation.

Dated:	
Signature:	
Printed Name:	
In capacity of (position):	
Duly authorised to sign for and on behalf of (organisation's name):	
Postal Address of organisation:	
Telephone Number:	
Signed in the presence of (Name)	
Signature:	
Address:	

Document 7

Anti-Canvassing Certificate

Carterton Town Council

Grounds maintenance

I/We hereby certify that I/We have not canvassed or solicited any Member, Officer employee, or agent of the Authorities or Other Contracting Bodies in connection with the award of this tender or any other tender or proposed tender for the Contract, and that no person employed by me/us or acting on your behalf has done any such act.

I/We further hereby undertake that I/We will not in the future canvass or solicit any Member, Officer or employee of the Authorities or Other contracting Bodies in connection with the award of this Tender or any other Tender or proposed Tender for the Framework Agreement, and that no person employed by me/us or acting on my/our behalf will do any such act.

Dated:	
Signature:	
Printed Name:	
In capacity of (position):	
Duly authorised to sign for and on behalf of (organisations name):	
Postal Address of organisation:	
Telephone Number:	
Signed in the presence of (Name)	
Signature:	
Address:	

Appendix 1

Checklist of Attachments

Please ensure that the following attachments are included with your response

Document	Applicable Question	Included
Organisation Structure	A5	Yes / No
Insurance Certificates	A6	Yes / No
CHAS / EXOR/ Safecontractor or otherSSIP recognised scheme proof of compliance	A.7.1	Yes / No
Health and Safety Policy	A.7.1	Yes / No
Example risk assessments and Method Statements	A.7.8	Yes / No
Equal Opportunitites / Race relations policy	A.8	Yes / No
Environmental Management Certificates	A.9	Yes / No
Audited accounts or statement of turnover or statement of cashflow forecast or alternative means of demonstrating financial status	B.1	Yes / No
Quality Assurance Certificates	C.2	Yes / No
Business Continuity Plan	C.6	Yes / No
Health and Safety Management Method Statement	D.7	Yes / No
Form of Tender	Document 1	Yes / No
Declaration	Document 2	Yes / No
Statement relating to good standing	Document 3	Yes / No
Freedom of Information Act	Document 4	Yes / No
Transparency Certificate	Document 5	Yes / No
Anti-Collusion and Competition Code	Document 6	Yes / No
Anti-Canvassing Certificate	Document 7	Yes / No

SCHEDULE 4

DATED _____ **2025**

CARTERTON TOWN COUNCIL

- and -

XXXXXXXXXX

CONTRACT FOR

SUPPLY AND DELIVERY OF GROUNDS MAINTENANCE SERVICES

ARTICLES OF AGREEMENT

Simon Garwood
Town Clerk
Carterton Town Council
Town Hall
Alvescot Road
Carterton
OX18 3JL

The Contract for **Supply and Delivery of Grounds Maintenance Services** to Carterton Town Council comprises:

- The Articles of Agreement
- Terms and Conditions of Contract
- Specification and Supporting Information
- Supplier's Proposal and Financial Offer

THESE ARTICLES OF AGREEMENT are made the day ofXXXXX

BETWEEN

Carterton Town Council ("the Council") of Town Hall, Alvescot Road, Carterton, OX18 3JL

AND

XXXXXXX, a company incorporated and registered in England and Wales with company number **XXXXX** whose registered office is at **XXXXXXXXXXXX** ("the Contractor")

WHEREAS

A The Council wishes to have provided to it **Grounds Maintenance Services** on the terms set out in the Conditions of Contract.

B The Contractor is an experienced professional supplier of **CONTRACT PARTICULARS** and is willing to provide all the specified goods and services to the Council in accordance with the provisions of the Conditions of Contract.

NOW IT IS AGREED as follows:

1 This Contract constitutes the sole and entire agreement between the Council and the Contractor for the provision of goods and services specified in the Contract, subject to any variation agreed in accordance with the Contract.

2 In consideration of the Contractor carrying out the Services specified in the Contract fully in accordance with the provisions of the Contract and to the satisfaction of the Council (acting reasonably), the Council shall make to the Contractor the payments provided by the Contract.

3 The Contract comprises these Articles of Agreement, the Conditions of Contract, the Specification and Supporting Information and the Contractor's Proposal and Financial Offer.

4 The Contract is subject to English Law.

IN WITNESS thereof the Council and the Contractor have agreed to enter into the Contract,

THE COMMON SEAL OF
CARTERTON TOWN COUNCIL
was affixed to this document,
which is executed as a Deed,
in the presence of:-

Nominated Officer

Executed as a Deed for and on behalf of **CONTRACTOR** by:

.....

Director

.....

Director / Secretary

CARTERTON TOWN COUNCIL
STANDARD TERMS AND CONDITIONS OF CONTRACT
FOR THE PURCHASE OF GOODS AND SERVICES

CONTENTS

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This agreement is made the day of 2025

Between

Carterton Town Council, Town Hall, Carterton, OX18 3JL ("the Council")

And

("the Contractor")

WHEREAS

- A. The Council is seeking to purchase certain goods and services, as are further defined in this Agreement
- B. The Supplier is a professional and experienced supplier of such goods and services
- C. On the terms set out in this Agreement, the Supplier has agreed to supply such goods and services to the Council.

1.0 Definitions

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.
 "Authorised Officer" the person duly appointed by the Council and notified in writing to the Contractor to act as the representative of the Council for the purpose of the Contract;

 "Bribery Act" the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

 "Business Day" a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;

 "Commencement Date" the commencement date stated in the Contract Particulars;

 "The Conditions" means the terms and conditions set out in this document and any other special terms and conditions agreed in writing between the Contractor and the Council;

 "Confidential Information" any information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the Goods, the business, affairs, properties, assets, trading practices, developments, trade secrets,

intellectual property rights, know-how, personnel, customers and suppliers of either party, all personal data (within the meaning of the DPA) and commercial sensitive information;

"The Contract" means this document and any Purchase Orders, Quotations, Specifications, Plans, Drawings and any other documents expressly incorporated in writing.

"Contractor" the contractor and where applicable this shall include the contractor's employees, sub-contractors, agents, representatives and permitted assigns and, if the contractor is a consortium or consortium leader, the consortium members;

"Data Protection Legislation" the Data Protection Act 1998 (DPA), the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directives) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;

"Delivery" completion of delivery of an Order in accordance with clause 6:

"Environmental Information Regulations" the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;

"Expiry Date" The expiry date as stated in the contract particulars;

"FOIA" the Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;

"Information" has the meaning given under section 84 of FoIA;

"Notice" notice complying with the terms of clause 19 below;

"Official Order" an order for Goods/Services submitted by the Customer in accordance with clause 4;

"Order Number" the reference number to be applied to an Order by the Contractor in accordance with clause 4;

"Personal Data" shall have the same meaning as set out in the Data Protection Act 1998;

"The Price" means the price to be paid by the Council to the Contractor for the Goods and or Services as determined in accordance with clause 3 and in accordance with that clause and Schedule 1 exclusive of Value Added Tax.

"Prohibited Act" means the terms set out in clauses 12, 13, and 15;

"The Services" means the services which the Contractor agrees to provide to the Council under this Agreement, as set out in Schedule 2 and the Contractor's obligations under this Agreement, together with any other services which the Council agrees to take from the Supplier;

“Specification” the specification of the goods / services set out in Schedule 2;

“Suppliers Equipment” any equipment, including tools, systems, cabling or facilities, provided by the Contractor or its sub-contractors and used directly or indirectly in the supply of the Goods / Services which are not the subject of a separate agreement between the parties under which title passes to the Council;

“Term” means 3 years commencing 1 April 2025 and ending on 31 March 2028.

“VAT” value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement or additional tax.

2.0 General

- 2.1 A reference to any Act of Parliament or to any Order, Regulation, Statutory Instrument or the like shall include a reference to any amendment or re-enactment thereof.
- 2.2 Clause, Schedule and Paragraph headings are inserted for convenience only and do not define limit or otherwise affect the interpretation thereof.
- 2.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person’s legal and personal representatives, successors and permitted assigns.
- 2.4 The schedules, annexes and background form part of this contract and shall have effect as if set out in full in the body of this contract and any reference to this contract includes the schedules, annexes and background.
- 2.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 2.6 Under the Council's Constitution, the Council has delegated authority to particular officers to act for the purposes of the Contract. The Council shall provide to the Contractor the names of such authorised officers on request.
- 2.7 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
- 2.8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 2.9 A reference to **writing** or **written** includes faxes but not email.
- 2.10 Any obligation in this contract on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 2.11 Documents in **agreed form** are documents in the form agreed by the parties and initialled by them for identification.
- 2.12 A reference to any contract is a reference to that contract as varied other than in breach of the provisions of this contract) at any time.
- 2.13 References to clauses and schedules are to the clauses and schedules of this contract; references to paragraphs are to paragraphs of the relevant schedule.
- 2.14 Where the words **including**, **include(s)** or **in particular** or any similar expression are used in this contract, they are deemed to have the words **without limitation** following them. Where the context permits, the words **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.

- 2.15 This Agreement is the sole and entire Agreement between the parties dealing with the supply of Goods and/or Services to the Council by the Contractor. It replaces and entirely supersedes any previous agreements or understanding whether in writing or oral, and shall remain in full force and effect until such time as the Contractor and Council have properly fulfilled.
- 2.16 Any variation of these Conditions (including any special terms and conditions agreed between the parties) shall be of no effect unless agreed in writing between the parties.
- 2.17 Despatch or delivery/provision of the Goods/Services by the Contractor to the Council shall be deemed conclusive evidence of the Contractor's acceptance of these Conditions.

3.0 Price and Payment

- 3.1 The Price shall be the Contractor's quoted price or the price agreed by the parties. The Price is exclusive of VAT, which shall be due at the rate prevailing on the date of the Contractor's invoice.
- 3.2 Unless otherwise agreed, payment of the Price and VAT shall be due 30 days from receipt of the Contractor's Invoice or 30 days from when the Goods/Services are delivered/provided whichever is the later.
- 3.3 The amount of any VAT payable and any early settlement discounts shall be shown separately in the Invoice.

- 3.4 The Council may set off against the Price (including any applicable VAT payable) any amounts lawfully due from the Contractor to the Council whether under this Contract or otherwise.
- 3.5 All Invoices shall be clearly marked with the Council's Purchase Order Number and a sufficiently detailed description of the Goods/Services delivered/provided to enable the Council to ascertain in respect of which Goods/Services the Invoice has been rendered.
- 3.6 If the Council disputes any invoice or other statement of monies due, the Council shall immediately notify the Contractor in writing. The parties shall negotiate in good faith to attempt to resolve the dispute promptly. The Contractor shall provide all such evidence as may be reasonably necessary to verify the disputed invoice or request for payment. If the parties have not resolved the dispute within 30 days of the Council giving notice to the Contractor, the dispute shall be resolved in accordance with clause 16. Where only part of an invoice is disputed, the undisputed amount shall be paid on the due date. The Contractor's obligations to supply the Goods or Services shall not be affected by any payment dispute.
- 3.7 All disputes concerning the Product Prices shall be resolved in accordance with clause 16.

4.0 The Goods/Services

- 4.1 The Contractor shall provide the Goods/Services strictly in accordance with any Specification/Order issued by the Council. Where the Contractor has provided a written quotation/proposal which the Council has accepted in writing, then the quantity and description of the goods/ nature and extent of the Services to be provided shall be as set out in any such quotation/proposal.
- 4.2 It shall be the responsibility of the Contractor to ensure that the Goods/Services as supplied to the Council are fully conformant with the requirements of the Specification/Order including the requirement that they be fully and properly compatible with all existing computer and other systems and equipment as specified by the Council, are adequate to meet the Council's specific needs and requirements and are otherwise fully compliant with the terms of this Agreement.
- 4.3 All representations, statements or warranties made or given by the Contractor, its servants and agents to the Council before the conclusion of the contract (whether orally in writing or in any of the Contractor's brochures catalogues and advertisements) regarding the quality and fitness for purpose of the Goods/Services shall be deemed by the Council to be express conditions of the Contract.
- 4.4 The Contractor shall ensure that the Goods and/or Services as specified shall be supplied to the Council in a timely, expert and appropriate manner.
- 4.5 The Contractor will provide periodical and regular inspections and reviews of performance standards and suggested improvements.

5.0 Warranties/Conditions

- 5.1 All Services provided under the Contract must be provided with reasonable care and skill and to the reasonable satisfaction of the Council.

6.0 Delivery of Goods/and Services

- 6.1 If the Contractor fails to deliver all of the Goods/Services in accordance with the Contract then without prejudice to the Council's rights for the breach of Contract:
- 6.1.1 the Council may terminate the Contract in this event without prejudice to the Council's other remedies or
- 6.2 The Contractor shall ensure that the Services as specified shall be supplied to the Council in a timely, expert and appropriate manner.

7.0 Title and Risk

- 7.1 Rented/hired Goods or equipment shall at all times remain the property of the Contractor/Finance Company.

8.0 Indemnity

- 8.1 Without prejudice to its liability for breach of Contract the Contractor shall be liable for and shall indemnify the Council against any liability, loss, costs, expenses, claims or proceedings whatsoever arising under any statute or common law in respect of:-
- 8.1.1 any loss of or damage to Council property (whether real or personal); and
- 8.1.2 any injury to or death of any person in consequence of or in any way arising from the supply or delivery/provision of the Goods or Services under the Contract except insofar as such loss damage or injury shall have been caused by the negligence of the Council its servants or agents not being the Contractor.

9.0 Insurance

- 9.1 The Contractor shall insure against its full liability under Condition 8 and maintain all statutory required insurance policies including Public liability insurance, Employers liability insurance and motor insurance (if applicable).
- 9.2 Public liability insurance cover shall be in the minimum sum of £5,000,000.00 in respect of any one incident and the number of incidents covered shall be unlimited and Employers liability in the minimum sum of £10,000,000.00 in respect of one incident and the number of incidents covered shall be unlimited.
- 9.3 The Contractor shall upon request by the Council produce to the Council satisfactory documentary evidence that the insurance required under this clause is properly maintained.
- 9.4 Should the Contractor fail to insure in accordance with this clause the Council may itself effect such insurance and may charge the cost of so doing from the Contractor.
- 9.5 The Contractor shall ensure that any subcontractors also maintain adequate insurance having regard to the obligations under this agreement which they are contracted to fulfil.
- 9.6 The Contractor shall:

- a) do nothing to invalidate any insurance policy or to prejudice the Council's entitlement under it; and
- b) notify the Council if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change.

10.0 Intellectual Property

10.1 Not used

11.0 Confidentiality and Data Protection

11.1 In the event that the Contractor receives any personal data from the Council, it shall hold and deal with all such personal data strictly in accordance with the provisions of the Data Protection Act 1998.

12.0 Corruption

12.1 If any of the following events occurs in connection with this or any other Contract between the Council and the Contractor, the Council may terminate this Contract and recover any consequential loss from the Contractor:-

- 12.1.1 the Contractor offers gives or agrees to give anything to any person as an inducement or reward for
 - (a) doing or having done (or not doing or not having done) anything connected with the obtaining of the award execution or completion of the Contract or
 - (b) showing or not showing favour or disfavour to any person in connection with the obtaining of the award execution or completion of the Contract.
- 12.1.2 the Contractor commits an offence under the Prevention of Corruption Acts 1889 to 1916;
- 12.1.3 the Contractor gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972;
- 12.1.4 any employee or agent of the Contractor does anything described in sub-clauses 12.1.1 to 12.1.3 above whether or not the Contractor has knowledge of it.

13.0 Anti-bribery

- 13.1 The contractor shall:
 - (a) comply with all applicable laws, statutes, regulations [and codes] relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2012 (**Relevant Requirements**);
 - (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

(c) comply with the Customers Ethics and Anti-bribery and Corruption Policy and any other relevant industry code of practice on anti-bribery (**Relevant Policies**);

(d) have and shall maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and clause 13, and will enforce them where appropriate;

(e) promptly report to the Council any request or demand for any undue financial or other advantage of any kind received by the Contractor in connection with the performance of this agreement;

13.2 The Contractor shall ensure that any person associated with the Contractor who is performing services in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Contractor in this clause 13 (Relevant Terms). The Contractor shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Council for any breach by such person of any of the Relevant Terms.

13.3 Breach of this clause 13 shall be deemed a material breach under clause 19.

13.4 For the purpose of this clause 13, the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purpose of this clause 13, a person associated with the Contractor includes but is not limited to any subcontractor of the Contractor.

14.0 Damages and Sureties

14.1 Where practicable and appropriate the Contractor shall be required to pay to the Council liquidated damages at a rate to be agreed in writing between the parties prior to Contract in the event of default or breach of this Contract. For the avoidance of doubt it is hereby expressly declared and agreed that such agreed liquidated damages shall not be in the nature of a penalty.

14.2 If the Contractor is a subsidiary company or a member of a group of companies then the Council may require its parent company or another company in the group whose assets are sufficient to guarantee performance and indemnify the Council against loss from any default or breach of this contract.

15.0 Bankruptcy/Insolvency

15.1 The Council may at any time by notice in writing summarily determine the Contract without compensation to the Contractor in any of the following events:-

- 15.1.1 if the Contractor being an individual or where the Contractor is a firm any partner in that firm shall at any time become bankrupt or shall have a receiving order or administration order made against him/her or shall make any composition or arrangement with or for the benefit of his/her creditors or shall make any conveyance or assignment for the benefit of his/her creditors or shall purport to do or
- 15.1.2 if the Contractor being a company shall pass a resolution or the Court shall make an order that the company shall be wound up or if a receiver or manager on behalf of creditors shall be appointed or if circumstances shall arise which entitle the Court or a creditor to appoint a receiver or manager or which entitle the Court to make a winding-up order; provided always that such determination shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Council.

16.0 Resolution of Disputes

- 16.1 If any dispute or difference shall arise between the parties then senior representatives of each party shall meet within fourteen days of such dispute or difference arising in a good faith effort to resolve the dispute or difference. If the dispute or difference cannot be resolved within a further fourteen days then the dispute or difference may be referred to the decision of a single arbitrator to be agreed upon between the parties or in default of agreement to be appointed at the request of either party by the President for the time being of the Law Society in accordance with and subject to the provisions of the Arbitration Acts 1950 to 1996.

17.0 Transfer and Sub-Contracting

- 17.1 The Contractor shall not transfer or sub-contract its obligations under this Contract without the previous consent in writing of the Council.
- 17.2 Such consent shall not relieve the Contractor from any liability or obligation under the Contract and the Contractor shall remain responsible for the acts defaults and neglects of any such transferee/sub-contractor its servants or agents as though they were the acts defaults and neglects of the Contractor itself.

18.0 Default

- 18.1 Where in the opinion of the Council the Contractor is in default of any requirement of the Contract without prejudice to any other rights or remedies which the Council has under this Contract, the Council shall be entitled to issue a written Notice of Default giving full details of the default and the rectification if any required of the Contractor together with the time within which such rectification is to be effected by the Contractor.
- 18.2 If the Contractor fails to comply with the terms of the Notice of Default or where rectification is not required by the Council the Council shall be entitled to recover any costs reasonably incurred by the Council as a consequence of such default from the Contractor and may deduct such costs from any monies due or that become due to the Contractor.

- 18.3 Where rectification is required by the Council and the Contractor complies with the Notice of Default to the satisfaction of the Council the Council shall not recover the costs pursuant to Clause 18.2

19.0 Termination

- 19.1 The Council may terminate this Contract at any time and recover from the Contractor all consequential loss where:-

19.1.1 the Contractor commits a fundamental breach of any of its obligations under the Contract;

19.1.2 the Contractor commits a persistent breach of any of its obligations under the Contract. A persistent breach shall be deemed to have occurred after the Council has issued to the Contractor two or more Notices of Default.

- 19.2 The Council may also terminate this Contract at any time by giving reasonable written notice to the Contractor of its intention to do so.

20.0 Conduct of Contractor's Employees

- 20.1 The Contractor shall ensure that its employees maintain high standards of courtesy and behave in an acceptable manner while engaged in supplying Goods or Services to the Council whenever they have contact with members of the public or with the Council's own employees.

- 20.2 The Contractor shall ensure that its employees cause minimum disruption to the public while providing Goods/Services to the Council having regard always to the nature and extent of the Goods/Services being supplied/provided.

- 20.3 The Contractor's employee's agents or servants shall not smoke whilst on Council premises.

21.0 Health and Safety

- 21.1 The Contractor shall promptly notify the Council of any health and safety hazards, which may arise in connection with the performance of the contract. The Council shall promptly notify the Contractor of any health and safety hazards that may exist or arise at the Council's Property and that may affect the Contractor's performance of the contract.

- 21.2 While on the Council's property, the Contractor shall comply with any health and safety measures implemented by the Council in respect of staff and other persons working on the Council's Property.

- 21.3 The Contractor shall notify the Council immediately in the event of any incident occurring in the performance of the contract on the Council's property where that incident causes any personal injury or damage to property that could give rise to personal injury.

- 21.4 The Contractor shall ensure that its employees and agents shall at all times in connection with this Contract comply with the Health and Safety at Work etc Act 1974 and any other Acts, Orders, Regulations and codes of practice relating to health and safety, which may apply to staff and other persons working on the Councils Property in the performance of the contract.
- 21.5 Any accident or other incident occurring as a result of anything done by the Contractor under the Contract shall be reported immediately in writing to the Council.
- 21.6 The Contractor shall ensure that its health and safety policy statement (as required by the Health and Safety at Work Act etc 1974) is made available to the Council on request.
- 22.0 Equal Opportunities**
- 22.1 The Contractor shall ensure that it complies at all times with Equal Opportunities Legislation In particular the Supplier shall comply with the requirements of the Equality Act 2010 and the Human Rights Act 1998.
- 23.0 Not used**
- 24.0 Severance**
- 24.1 If any provision of this Contract shall become or shall be declared by any Court of competent jurisdiction to be invalid or unenforceable this shall not in any way impair or affect any other provision of this Contract all of which shall remain in full force and effect to the extent permitted by Law.
- 25.0 Notices**
- 25.1 Any Notices to be served by either party under this Contract shall be sufficiently served:-
- 25.1.1 if served personally on the Contractor or its Authorised Representative;
- 25.1.2 if sent by pre-paid first class post by facsimile transmission to the last known address or place of business of the party to be served or by electronic mail (email).
- 25.2 Any Notices sent in accordance with sub-paragraph 25.1.2 shall subject to proof to the contrary be deemed to have been received by the addressee on the second day of business after the date of posting or on successful transmission in the case of facsimile and/or email as the case may be.
- 26.0 Waiver**
- 26.1 No Waiver or forbearance by the Council whether express or implied in enforcing any of its rights under this Contract shall prejudice its right to do so in the future.
- 27.0 Force Majeure**
- 27.1 Neither party shall be liable for any default in performance under the Contract due to any act of God war fire flood drought tempest or other like event beyond the reasonable control of either party.

28.0 Proper Law of Contract

28.1 This Contract is subject to the Laws of England in every particular including formation and interpretation and shall be deemed to have been made in England.

28.2 A company person firm or organisation who is not party to this Contract shall have no right under the contracts (Right to Third Parties) Act 1999 to enforce any of the terms of this Contract.

29.0 Environmental Health

29.1 The Contractor shall ensure compliance with any direction given by the Secretary of State and/or any statutory provisions including the Environmental protection Act 1990 and the Waste Minimisation Act 1998 as amended and any other relevant legislation relating to environmental protection.

30.0 Freedom of Information

30.1 The Contractor acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and co-operate with the Council (at the Contractors expense) to enable the Council to comply with these information disclosure requirements.

30.2 The Contractor shall and shall procure that its Sub-Contractors shall:

- (a) transfer the request for information to the Council as soon as practicable after receipt and in any event within two working days of receiving a Request for Information.
- (b) Provide the Council with a copy of all Information in its possession or power in the form that the Council requires within five Working Days (or such other period as the Council may specify) of the Council requesting that information; and
- (c) provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

30.3 The Council shall be responsible for determining at its absolute discretion whether the Commercially Sensitive Information and/or any other information:

- (a) is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations; and/or
- (b) is to be disclosed in response to a Request for Information.

30.4 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Council.

- 30.5 The Contractor acknowledges that the Council may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions regulations to disclose information:
- (a) without consulting with the Contractor; or
 - (b) following consultation with the Contractor and having taken its views into account, provided always that where clause 30 applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.
- 30.6 The Contractor shall ensure that all information produced in the course of the contract or relating to the contract is retained for disclosure and shall permit the Council to inspect such records as requested from time to time.
- 30.7 The Contractor acknowledges that any lists or Schedules provided by it outlining Confidential Information are of indicative value only and that the Council may nevertheless be obliged to disclose Confidential Information in accordance with clause 30.
- 31.0 Not used**
- 32.0 Not used**
- 33.0 Not Used**
- 34.0 Variation**
- 34.1 The Council may vary the specification by means of omission or addition without violating the contract. The costs of any such adjustments shall be based on a reasonable charge for the work involved in such omissions or additions.
- 34.2 No variation of this contract or of any of the documents referred to in it shall be valid unless it is in writing and signed by, or on behalf of, each of the parties.
- 35. Entire Agreement**
- 35.1 This contract and any documents annexed to it constitute the entire contract between the parties and supersede and extinguish all previous drafts, arrangements, understandings or agreements between them, whether written or oral, relating to the subject matter of this contract.
- 35.2 Each party acknowledges that, in entering into this contract and the documents annexed to it, it does not rely on, and shall have no remedies in respect of, any representation warranty (whether made innocently or negligently) that is not set out in this contract or those documents. Each party agrees that its only liability in respect of those representations and warranties that are set out in this contract or those documents (whether made innocently or negligently) shall be for breach of contract.

35.3 Nothing in this clause shall limit or exclude any liability for fraud.

36. Assignment

36.1 The Contractor shall not, without the prior written consent of the Council, assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under this contract.

36.2 The Council may, at any time, assign, transfer, charge, mortgage, subcontract, or deal in any other manner with all or any of its rights or obligations under this contract.

36.3 Each party that has rights under this contract is acting on its own behalf and not for the benefit of another person.

37 No partnership or agency

37.1 Nothing in this contract is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

38. Rights of third parties

38.1 A person who is not a party to this contract shall not have any rights under or in connection with it.

Signed by

Position

For and on behalf of the Contractor

Signed by

Position.

For and on behalf of the Council

Schedule 1

Pricing

Schedule 2

Methods of Work and Specifications

Appendices