



AD 979

TENDER

**FOR THE GROUNDS MAINTENANCE
OF AMENITY AREAS UNDER THE CONTROL OF
AMESBURY TOWN COUNCIL**

Supervising Officer

The Town Clerk
Amesbury Town Council

January 2018

CONTENTS

PAGE	
4	Information and Instructions to Tenderers
	1 Name of Parties
	2 Description of Works
	3 Contract Particulars
	4 Tendering Procedure
5	Standard Conditions of Contract
	1 Definitions
6	2 Variation of Contract
	3 The Supervising Officer
	4 Contract Period
	5 Performance of the Services
7	6 Vehicles, Plant Machinery & Equipment
	7 Premises
	8 Variations
	9 Payments
	10 Value Added Tax
	11 Method of Review
8	12 Non Performance
	13 Correction of Errors
	14 Employees
9	15 Supervision of Employees
	16 Complaints
	17 Agency
	18 Assignment
10	19 Indemnity and Insurance
	20 Liability of Council
	21 Works in Default
	22 Disturbance and noise
11	23 Termination
	24 Force Majeure
	25 Arbitration
	26 Bribery and Corruption
12	27 Gratuities
	28 Provision of Information
	29 Confidentiality
	30 Notices
	31 Costs
	32 Severance
	33 Waiver
	34 Law

Page		
12		General Statements
	1	Description of Works
13	2	Rubbish
	3	Good Practice
	4	Plant
	5	Materials
	6	Health & Safety
	7	Overtime
	8	Programme of Works
	9	Monitoring
14		Maintenance Specifications
	1	Pesticides
	2	Shrub Maintenance
15	3	Hedge Maintenance
	4	Tree Maintenance
	5	Grass Maintenance
16	6	Flower Troughs/Hanging Baskets
	7	Hard Surfaces
17		Key to Site Plans
18		Detailed Specification
24		Form of Tender
26		Certificate
27		Performance Bond
		Site Plans (Appendices 1-13)

INFORMATION AND INSTRUCTIONS TO TENDERERS

1. Name of Parties

The Employer for the contract will be the Amesbury Town Council and the Supervising Officer shall be the Town Clerk.

2. Description of Works

The Grounds Maintenance of specified open spaces and verges within the Parish of Amesbury.

3. Contract Particulars

- 3.1 The **Conditions of Contract** are attached. The Contractor must acquaint himself fully with the implications of the Contract and Specification and shall allow in his tender for any costs that may result from complying with these provisions. Clarification of any points of doubt should be sought from the Supervising Officer before submitting their costs.

The **Contract Period** will be three years from 1st April 2018, with potential annual extensions to a maximum of 5 years by agreement,

- 3.2 **Contract Rates** quoted in the Tender documents shall remain fixed for one year from the commencement of the Contract and thereafter be revised on each anniversary in accordance with the Consumers Price Index (as defined in the Conditions of Contract) one month prior to that date.
- 3.3 **Contract Award Criteria.** The award of the contract will be the most economically advantageous to the Council based on price, quality, evaluation of technical merit and questionnaire responses, technical back-up, working practices, and management and administrative support.
- 3.4 **Contract Agreement.** The Contractor shall prior to 1st April 2018 enter into and execute the Contract incorporating the terms and conditions in the Tender documents.

4. Tendering Procedure

- 4.1 **Deemed Visit.** The Tenderer shall be deemed for all purposes connected with the form of Tender and the Contract to have visited the locations and to have satisfied himself as to the nature, extent and character of the services to be supplied, access to and the size and accessibility of any area or location, the use to which such area is put, the extent of the staff, materials, equipment and machinery which may be required, the effect that public access and use of the locations will have on the provision of the services and any other matter which may affect its Form of Tender.

Accordingly, the Council will neither consider any demand by the successful Tenderer for any additional payment by reason of any such matters nor accept any such matter as excusing the successful Tenderer from properly providing the services in accordance with the Contract.

- 4.2 **Preparation of Tender.** No payment will be made for any costs which will be incurred by any Tenderer in the preparation of any tender.
- 4.3 **The Council is not bound to accept the lowest or any tender.**
- 4.4 **Tender Documents** This entire document is to be returned as the Tender, duly completed and signed by the Contractor, including the plans.
- 4.5 **Submission of Tenders** The Tender Documents shall be written in English and delivered in the attached envelope, which shall in no circumstances bear any name or mark indicating the name of the sender, **BY 12 NOON ON 23rd February 2018** to:-

The Town Clerk
Amesbury Town Council
The Bowman Centre
Shears Drive
Amesbury SP4 7XT

- 4.6 **Period of Validity** Tenderers are required to keep Tenders valid for acceptance for a period of 90 days from the final date stated for return of tenders.

STANDARD CONDITIONS OF CONTRACT

1. Definitions

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

"Annual Sum" means the annual sum payable by the Council to the Contractor for the provision of the services calculated in accordance with the Tender;

"Commencement Date" means 1st April 2018

"Conditions" means these conditions, any supplementary conditions and any modification thereof;

"Contractor" means the person, persons or company whose tender is accepted by the Council;

"Council" means the Amesbury Town Council or any successor authority;

"Supervising Officer" shall mean the Town Clerk;

"Services" means the services described in the Tender documents to be provided by the Contractor in accordance with the terms of the Contract;

"Contract Standard" shall mean such standard as complies in every respect with all relevant provisions of this Contract and where and to the extent that the Contract is silent the standard is to be to the entire satisfaction of the Supervising Officer;

"Programme" means the programme of Services submitted by the Contractor in accordance with the requirements of the Tender documents;

"Contract" means any formal contract document entered into between the Contractor and Council and includes the documents incorporated therein and forming part thereof;

The **"Consumer Prices Index"** means the Index of Retail Prices (all items) contained in the Monthly digest of Statistics issued by the United Kingdom Central Office of Information or in such other United Kingdom Government publications as may from time to time supersede the same;

A reference to an Act of Parliament or any Order, Regulation, Statutory Instrument or the like shall include a reference to any amendment or re-enactment of the same;

"Month" means a calendar month;

"Week" means seven consecutive days starting on Monday and ending on the following Sunday;

"Specification" means the Specification set out on pages 18 - 21 of the Tender Documents;

"Index Period" means:

- 1.1 for the first Review the period of one year commencing one month prior to the Commencement Date
- 1.2 for the second Review the period of one year commencing one month prior to the first Review Date

"Review Dates" mean the first and second anniversaries of the Commencement Date as the context requires;

"Review" means the review of the Annual Sum to be undertaken on the first and second Review Dates;

"Tender Documents" means the tender and accompanying documents relating to the provision of services by the Contractor and which comprise part of the Contract;

"Notice" means written notice.

Where the Contractor consists of a partnership or a number of individuals the liabilities and obligations of this Contract shall be joint and several.

The masculine includes the feminine and in the case of a limited company the indefinite article and the singular includes the definite article and the plural and vice versa; references to "employees" shall be construed as including all employees;

References to Conditions are to clauses of this Contract.

The clause headings shall not be construed as part of the Contract.

2. Variation Of Contract

- 2.1 Without prejudice to any other Condition no omission from, addition to or variation of the Contract shall be valid or of any effect unless it is agreed in writing and signed by the Supervising Officer and by a duly authorised representative of the Contractor.
- 2.2 Save for an omission, addition or variation agreed pursuant to Condition 2.1 any provision inconsistent with those contained in any other document or in any oral contract shall be void and of no effect. In the case of an inconsistency between the provisions of the Specification or any other document forming part of the Contract and the provisions of the Conditions, the latter shall prevail.

3. The Supervising Officer

- 3.1 The Supervising Officer shall be the Town Clerk, as the authorised representative of the Council for all purposes connected with this Contract. Any notice, information or communication given or made to the Supervising Officer shall be deemed to have been given or made to the Council.
- 3.2 The Council shall forthwith give notice in writing to the Contractor of any subsequent appointment as Supervising Officer. Until notice of a subsequent appointment shall have been given the Contractor shall be entitled to treat as Supervising Officer the person last notified to the Contractor as being the Supervising Officer.
- 3.3 From time to time the Supervising Officer may appoint one or more deputies to act for him generally or for specified periods. Immediately any such appointment is made the Supervising Officer shall give notice to the Contractor. During the periods he is so authorised, any such deputy shall have the powers and duties of the Supervising Officer and shall be treated in all respects as the Supervising Officer.

4. Contract Period

- 4.1 The Contract shall extend for a period of three years from the Commencement Date to 31st March 2021 and shall not be terminable by either party within that period save in accordance with these Conditions.

5. Performance of the Services

- 5.1 The Contractor shall during the Contract Period provide in accordance with the terms of this Contract such services as are indicated in the detailed Specification and on the accompanying site plans.
- 5.2 The Contractor shall at all times during the contract period perform the Services in a proper and skilful manner and to the entire satisfaction of the Supervising Officer.
- 5.3 The Contractor shall allow in his Tender for the cost of providing all labour, materials, consumables, plant, equipment and everything whether of a temporary or permanent nature required in and for the performance of the Services, unless otherwise stated in the tender documents or specifications.
- 5.4 Where an appropriate European Standard Specification or European Standard Code of Practice is current, all goods used and supplied and all workmanship shall be in accordance with that Standard.
- 5.5 The Contractor shall maintain current and accurate records including dates of all works carried out in the provision of the Services. Copies of these records shall be made available to the Supervising Officer monthly or upon request to enable public complaints to be dealt with quickly and correctly by the Supervising Officer.

- 5.6 The Contractor shall take full responsibility for the adequacy and safety of all operations and methods adopted to perform the Services in accordance with the Specification.
- 5.7 The Contractor will comply and ensure that all staff comply with all current legislation regulations and guidelines pertaining to the provision of the Services.

6. Vehicles Plant Machinery and Equipment

- 6.1 The Contractor shall at all times provide and maintain all such vehicles plant machinery and equipment ("the Plant") as are necessary for the performance of the Services.
- 6.2 The Contractor shall at his own expense put and keep all Plant employed in the performance of the Services at all times in good and serviceable condition.
- 6.3 The Contractor shall ensure that all Plant is cleaned internally and externally and maintained in such a condition so that it presents a professional image that commands public respect.
- 6.4 The Plant shall comply with all relevant construction and use Regulations Road Traffic Acts and health and safety legislation and be of a design which is entirely suitable for the performance of the Contract. The Contractor shall ensure that he has an adequate level of reserve plant available to him at all times as lack of suitable Plant will not excuse the Contractor from fulfilling his obligations under the Contract.

7. Premises

- 7.1 The Contractor shall at all times during the Contract Period provide pay for and maintain such premises as are necessary for the proper performance of the Services.
- 7.2 The Contractor shall at all times permit the Supervising Officer access to all premises occupied for the purposes of this Contract.

8. Variations

The Supervising Officer shall be entitled to issue to the Contractor instructions in writing requiring the Contractor to do all or any of the following:

- 8.1 to omit and to cease to perform any part of the Services for such period as the Supervising Officer may fix.
- 8.2 to perform the Services or any part thereof in such manner as the Supervising Officer may require.

9. Payments

- 9.1 Provided that the Contractor shall have performed the Services in accordance with the Contract the Council shall pay to the Contractor the Annual Sum in twelve equal monthly instalments
- 9.2 Within 28 days of the receipt of an account the Supervising Officer shall certify, and pay, to the Contractor the amount due in accordance with the Contract, subject to condition 13.
- 9.3 Costs, charges, fees and expenses of whatever kind for or arising out of or in connection with the provision of the Services shall be paid by the Contractor.

10. Value Added Tax (Vat)

All sums and amounts contained in or pursuant to this Contract shall be exclusive of VAT. Where applicable VAT at the appropriate rate shall be added to such sums and amounts and shall be supported by invoices complying with the relevant VAT legislation.

11. Method Of Review

For the second and subsequent years of the Contract the Tendered Rates as set out in the Schedule of Rates shall be increased or decreased on the Review Dates by a percentage equivalent to the percentage rise or fall in the Consumers Price Index during the Index

Period in question.

12. Non-Performance

- 12.1 On receipt of a public complaint, personal observation or other report, that any part of the specification has not been fulfilled, the Supervising Officer shall contact the contractor indicating the site and specification code and nature of the fault, whereby the contractor shall indicate the action to be taken to remedy the shortcoming as soon as possible.
- 12.2 If the Contractor fails to respond to a Report Notice or otherwise not perform the Services or any part of the Services in accordance with the Contract then without prejudice to any other remedies for breach of contract all or any of the following shall apply:
- 12.2.1 the Contractor shall not be entitled to any payment from the Council in respect of any services not performed;
 - 12.2.2 the Council shall be entitled to have such Services performed by any person (whether or not employees of the Council) as the Council shall in its entire discretion, think fit and shall be under no obligation to employ the least expensive method of having such Services performed;
 - 12.2.3 the Contractor shall fully and promptly indemnify the Council for the cost of having such Services performed as should have been performed by the Contractor to the extent that such cost exceeds such sums as would have been payable to the Contractor for performing the Services;
 - 12.2.4 the Supervising Officer shall issue a written Notice to the Contractor;
 - 12.2.5 A Notice will be issued in respect of every failure to perform any of the separate tasks set out in the Specification in relation to every separately identifiable piece of land.
 - 12.2.6 Where more than a combined total of 10 Default Notices are issued under the Contract in any one month, the Council may terminate the Contract in accordance with Condition 23.1.
 - 12.2.7 All sums payable by the Contractor to the Council and all deductions pursuant to this clause shall be paid as liquidated damages and not as a penalty.

13. Correction Of Errors

- 13.1 The final tender price as submitted by the Contractor and set out on page 23 of the Tender Documents, shall remain the same (subject to any variations in accordance with Condition 13) notwithstanding any error omission or wrong estimate in the figures inserted by the Contractor in the Tender Documents.

14. Employees

- 14.1 The Contractor shall at all times during the contract period employ sufficient persons of sufficient abilities who are suitably trained for the proper performance of the Services. The Council will not permit persons under 16 years of age to be employed on the Services.
- 14.2 The Contractor shall at all times during the Contract period employ sufficient persons of sufficient abilities and skills to supervise the performance of the Services in a proper and continuous manner (including the methods and techniques required, the hazards likely to be encountered and the methods of preventing accidents).
- 14.3 The Contractor shall require its employees while employed in the performance of the Services to be of neat clean and presentable appearance.
- 14.4 When requested to do so all employees of the Contractor when performing the Services shall disclose their identity and shall not attempt to avoid so doing.
- 14.5 The Supervising Officer shall be entitled to recommend the Contractor by notice in writing to remove from the performance of the Services or to discipline any employee of the Contractor specified in such notice. The Council shall in no circumstances be

liable either to the Contractor or to the employee in respect of any liability, loss or damage occasioned by such removal or disciplinary action and the Contractor shall on demand fully and promptly indemnify the Council against any claim made by such employee.

- 14.6 If owing to the nature of the Services, employees of the Contract are exempt from the provisions of Section 4(2) of the Rehabilitation of Offenders Act 1974, by virtue of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975, then the Contractor shall ensure that all employees engaged in provision of the Services shall provide information to the Supervising Officer in accordance with the said Act and Order about convictions which would otherwise be spent under the provisions of the said Act.
- 14.7 The Contractor shall at all times take all such precautions as are necessary to protect the health and safety of all persons employed by him and shall comply with the requirements of the Health and Safety at Work Act 1974 (and any amendment or re-enactment thereof) and of any other Acts, Regulations or Order pertaining to the health and safety of employed persons including nominating a person to be responsible for health and safety matters.
- 14.8 The Contractor shall supply a copy of his own safety policy to the Council prior to the commencement of the Contract. Whilst on Council owned premises the Contractor shall require his employees to comply with the lawful requirements of any safety advice given to the Council.

15. Supervision Of Employees

- 15.1 The Contractor shall notify the Supervising Officer of the name, and contact details of the person who will be in full charge of the Contract at the local level.
- 15.2 The Contractor shall also provide the Supervising Officer with the name and contact details of two other persons who can be contacted in the event of the person in full charge of the Contract under Condition 16.1 being unavailable.
- 15.3 The Contractor shall notify the Supervising Officer of any changes to the names and contact details of personnel in conditions 16.1 and 16.2 as soon as changes are made.

16. Complaints

- 16.1 The Contractor will deal with any complaints that he receives in a prompt, courteous and efficient manner.
- 16.2 Any complaints regarding the service shall be referred to the Supervising Officer.
- 16.3 Unresolved complaints received by or referred to the Council will be investigated by the Supervising Officer, who in appropriate cases can invoke the default provisions.
- 16.4 The Contractor shall keep a written record of all complaints received by him direct from any source and of the action taken by him in relation to that complaint. Such records shall be made available to the Supervising Officer upon request.

17. Agency

- 17.1 The Contractor and his employees shall not in any circumstances hold themselves out as:
 - 17.1.1 the servants or agents of the Council for any purpose whatsoever
 - 17.1.2 authorised to enter into any contract on behalf of the Council
 - 17.1.3 having the power to make, vary, discharge or waive any bye-law or regulation of any kind.

18. Assignment

- 18.1 The Contractor shall not:
 - 18.1.1 assign the Contract or any part thereof or the benefit or advantage of the Contract or any part thereof; or sub-contract the whole Contract

19. Indemnity and Insurance

- 19.1 The Contractor shall indemnify and keep indemnified the Council against injury to or death of any person or loss of or damage to any property arising out of any act default or negligence of the Contractor its employees or agents and against all actions, claims, demands, proceedings, damages, costs, charges or expenses whatsoever in respect thereof or in relation thereto provided that the Contractor shall not be liable for nor be required to indemnify the Council against any compensation or damages for or in respect of injuries, death, loss or damage to property which arises out of the negligence of the Council, its employees or agents not being the Contractor or employed by the Contractor.
- 19.2 Without thereby limiting its responsibilities under this Condition, the Contractor shall insure with a reputable insurance company against all loss of or damage to property or injury or death to any person arising out of or in consequence of the Contractor's obligations under the Contract and against all actions, claims, demands, proceedings, damages, costs, charges and expenses in respect thereof.
- 19.3 The insurance in respect of personal injury or death of any person arising under a contract of service with the Contractor and arising out of an incident occurring during the course of such persons employment shall comply with the Employers Liability (Compulsory Insurance) Act 1969 and the Road Traffic Act 1972 and any statutory orders made there under. For all claims to which Clause 12 applies the limit of liability shall be not less than £5,000,000 (five million pounds) in respect of any one incident and such cover shall have the interest of the Council endorsed thereon or shall otherwise expressly by its terms confer its benefits upon the Council.
- 19.4 The Contractor shall supply to the Supervising Officer immediately upon request copies of all insurance policies, cover notes, premium receipts and other documents necessary to comply with this Condition.

20. Liability Of Council

- 20.1 The Council shall not be liable for any loss or damage howsoever arising except for loss or damage directly arising from negligent acts or omissions of the Council, its employees or agents and damages arising from such negligent acts or omissions shall be limited to direct and consequential losses.
- 20.2 The Council does not warrant the truth or accuracy of any representation (whether written or oral) which may have been made to the Contractor, not expressly set out or referred to in this Contract and the Contractor acknowledges that he did not rely upon any such representation before entering into this Contract.

21. Works In Default

If for any reason any remedial or other work or repair shall in the opinion of the Supervising Officer be urgently necessary and the Contractor is unable or unwilling at once to do such work or repair the Council may by its own or other workmen do such work or repair as the Supervising Officer may consider necessary. If the work or repair so done by the Council is work which in the opinion of the Supervising Officer the Contractor was liable to do at his own expense under the Contract all costs and charges properly incurred by the Council in so doing shall on demand be paid by the Contractor to the Council or may be deducted by the Council from any moneys due or which may become due to the Contractor provided always that the Supervising Officer shall as soon after the occurrence of any such emergency as may be reasonably practicable notify the Contractor thereof in writing.

22. Disturbance And Noise

- 22.1 All operations necessary for the performance of the Services shall so far as compliance with the requirements of the Contract permit be carried on so as not to interfere unnecessarily or improperly with the public convenience or the access to or use or occupation of public roads, pavements, footways and footpaths or funeral ceremonies at the Cemetery or Churchyard and the Contractor shall indemnify the Council in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arises out of or in relation to any such matters.
- 22.2 The Services shall be discharged without unreasonable noise and disturbance. The Contractor shall indemnify the Council from and against any liability for damages on account of noise or other disturbance created while carrying out the Services and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in regard or in relation to such liability.

23. Termination

23.1 In the event of any of the following, the Council shall be entitled to terminate this Contract with immediate effect by giving written notice to the Contractor:-

the events referred to in Condition 12.2.6;
any breach by the Contractor of any other provision of the Contract.

23.2 Upon such termination, in addition to such consequences as are set out in the other provisions of the Contract:

The Council shall be under no obligation to make any further payments to the Contractor and shall be entitled to retain in its hands any payment which may have fallen due to the Contractor before termination;

the Council shall be entitled to deduct from any sum then due or which any time hereafter may become due to the Contractor under this Contract any sum recoverable from or payable by the Contractor to the Council under this Contract and shall be entitled to recover any loss or damage resulting from or arising out of the termination of the Contract such loss or damage shall include the reasonable cost to the Council of the time spent by its officers or agents in terminating the Contract and making alternative arrangements for the performance of the Services.

23.3 The exercise by the Council of its right of termination under this clause shall be without prejudice to any rights to damages or other remedies which the Council may have.

24. Force Majeure

24.1 For the purposes of this Contract force majeure shall mean any act or event outside the control of either of the parties including Acts of God explosion flood fire war civil disorder embargoes strikes and labour disputes of whatever nature.

24.2 If either party to the Contract fails to fulfil its obligations due to any such act or event outside its control such failure shall not constitute a breach of contract and the performance of such obligations shall be suspended.

24.3 The party claiming force majeure shall notify the other party in writing within ten days of its first occurrence giving full details of the act or event.

24.4 Either party may terminate the Contract if unable to perform its obligations for a continuous period of two months and Condition 24 shall apply if the Contract is terminated by the Council in accordance with this clause.

25. Arbitration

25.1 All disputes or differences between the parties arising out of or connected with this Contract or its construction operation or termination whether during the period of the Contract or upon or after its termination shall be referred to a single arbitrator to be agreed upon by the parties or in default of agreement to be nominated by the President or Vice-President for the time being of the Chartered Institute of Arbitrators in accordance with the Arbitration Acts 1950 to 1979 or any statutory modifications or re-enactments for the time being in force.

25.2 The arbitrator shall be entitled to make such decision or award as he thinks just and equitable having regard to the circumstances then existing the cost of such arbitration to follow the event or in the event of neither party succeeding to be apportioned between the parties by the arbitrator in such proportions as he in his absolute discretion thinks fit.

25.3 Any award or decision of such arbitration shall be final and binding on the parties hereto.

26. Bribery And Corruption

26.1 The Council shall be entitled to cancel the Contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if the Contractor shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne

to do any action in relation to the obtaining or execution of the Contract or any other Contract with the Council or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Council, or if the like acts shall have been done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Contractor), or if in relation to any contract with the Council the Contractor or any person employed by him or acting on his behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916,

or shall have given any fee or reward the receipt of which is an offence under the said Acts or under Section 117 (2) of the Local Government Act 1972.

- 26.2 For the purpose of this paragraph the expression 'loss' shall include the reasonable cost to the Council of the time spent by its officers in terminating this Contract and in making alternative arrangements for the provision of the Services.

27. Gratuities

The Contractor shall not whether by himself or by any person employed by him to perform the Services, solicit any gratuity or tip or any other form of money-taking or reward, collection or charge for any of the Services other than bona fide charges approved by the Council.

28. Provision Of Information

The Contractor shall supply to the Council such information about his business and financial state in addition to any documentation relating to this Contract as the Council may from time to time reasonably require.

29. Confidentiality

The Contractor and the Contractor's employees shall regard as confidential and shall not disclose without the consent of the Supervising Officer to any person other than a person authorised by the Council any information acquired by the Contractor or the Contractor's employees in or in connection with the provision of the Services.

30. Notices

Any notice to be served on the Council or the Contractor shall be valid and effective if served personally on the addressee or sent by first class prepaid post or facsimile transmission to the registered office or last known address of the party to be served and shall be deemed to be received the first business day following the date of posting or on successful transmission.

31. Costs

Each party shall bear their own legal and other fees in respect of the preparation and submission of the Tender Documents and any formal contract documents.

32. Severance

If any provision of the Contract shall become or shall be declared by any court of competent jurisdiction to be invalid and unenforceable in any way such invalidity or un-enforceability shall in no way impair or affect any other provision all of which shall remain in full force and effect.

33. Waiver

Failure by the Council at any time to enforce the provisions of the Contract or to require performance by the Contractor of any of the provisions of the Contract shall not be construed as a waiver of any such provision and shall not affect the validity of the Contract or any part thereof or the right of the Council to enforce any provision in accordance with its terms.

34. Law

This Contract shall be governed by and construed according to the law of England and Wales.

GENERAL STATEMENTS

1. Description of Works

- a. The Grounds Maintenance of Amenity Areas within the Parish of Amesbury

2. Rubbish

- a. The Contractor shall remove all rubbish and debris from site(s) as and when it accumulates. There will be no burning/bonfires on site(s).

3. Good Practice

Where and to the extent that materials and workmanship are not fully specified they are to be:

- a. Suitable for the purposes of the Works stated in or reasonably to be inferred from the Contract documents, and
- b. In accordance with good horticultural practice.
- c. All materials are to be handled, stored, prepared and applied in accordance with manufacturers printed or written recommendations/ instructions.

4. Plant

- a. The Contractor shall supply all tools, plant and transport required for the proper completion of the works.

5. Materials

- a. The Contractor shall supply all materials for use on the site.

6. Health and Safety

- a. All operations shall be performed having due regard to the Health and Safety at Work Act 1974.

7. Overtime

- a. The Contractor will have been deemed to include in his rates for all necessary overtime or weekend working required to comply with this specification.

8. Programme of Works

- a. The nature of the majority of the work involved in this contract, ie grass cutting, means that a routine programme of works should be relatively easy to arrange.
- b. The Contractor is therefore required to prepare and supply the Supervising Officer with a detailed programme of work including timetables no later than four weeks prior to the commencement of the contract on 1st April 2018, to cover grass cutting, shrub trimming and pruning and pest control in all areas in the Contract.

9. Monitoring

- a. The contractor will promptly report to the Supervising Officer any defects in ground conditions, fences, play equipment, litter bins and any Council property gained through casual observation whilst carrying out the contract. Reports should be made by e-mail/ telephone or in writing.
- b. The Supervising Officer will regularly monitor the performance of the contract.

10. MAINTENANCE SPECIFICATIONS : ALSO REFER TO DETAILED SPECIFICATIONS ON PAGE 18

1. Pesticides

1.1 Definition

Pesticides are chemical substances and certain micro-organisms prepared or used to destroy pests. Pests include creatures, plants and other organisms and, therefore, the term pesticide encompasses products such as herbicides and fungicides.

1.2 Selection

Pesticides used shall be those available for the specific purpose required in accordance with the various legislative acts.

1.3 Use

The transport, storage, handling, application and disposal of pesticides shall be strictly in accordance with the manufacturer's instructions, the Code of Practice for the Use of Approved Pesticides in Amenity Areas, and all other Acts of Parliament and Regulations appertaining to their use.

1.4 Relations With The Public

The Contractor's staff are permitted to politely ask members of the public to move well away from the area to allow the application of pesticides to be carried out. If members of the public refuse, the Contractor shall return as soon as the location/area is clear and it is possible to complete the work. Failure to obtain co-operation from members of the public shall not be accepted as a reason for not applying pesticides.

1.5 Records/Notification

The Contractor must keep detailed records of pesticide application, in accordance with any legislation. These records shall be available for viewing during normal office hours by any person wishing to see them.

1.6 Damage From Pesticide Application

Any damage resulting from contamination, drift, incorrect selection of pesticide, incorrect application rate or other cause, whether within or adjacent to any location, shall be made good at the Contractor's expense, in accordance with instructions issued by the Supervising Officer.

2. Shrub Maintenance

2.1 Weed Control

All shrub beds shall be completely free from weeds on the first day of each calendar month. In the event that the first day falls on a weekend or a Bank Holiday, this date shall automatically default to the next normal working day.

2.2 Fertiliser

A general purpose, slow release fertiliser shall be applied to all shrub beds in accordance with the programme in March each year.

2.3 Pruning

2.3.1 Unless otherwise instructed, ALL shrubs within the contract areas shall be pruned annually according to the recognised horticultural practice for the species/genera concerned.

2.3.2 Generally all dead, dying, weak, diseased and crossing branches shall be removed to achieve a good balanced structure for individual shrubs.

2.3.3 Any variegated shrubs showing signs of reversion shall have the affected branch(es) cut back to the main stem immediately upon being noticed. Any self-seeded plants which appear in shrub beds, shall be removed immediately upon being noticed.

3. Hedge Maintenance

3.1 General

- 3.1.1 All hedges shall be cut according to species with either hand shears, secateurs or hand held mechanical cutters. With the prior approval of the Supervising Officer, tractor mounted hedge trimmers may be considered. Under no circumstances will flails of any form be used.
- 3.1.2 The existing heights and widths of the hedges shall be maintained unless otherwise instructed by the Supervising Officer.
- 3.1.3 All hedge trimmings shall be raked up and removed to the contractor's tip immediately and must not be left on site overnight.

3.2 Frequency of Cutting

- 3.2.1 Hedges shall be cut once during the first two weeks of June and once during the final two weeks of October each year.
- 3.2.2 In the event of operatives encountering a hedge which still has birds nesting, the hedge shall be left alone and the Supervising Officer notified.

3.3 Weed Control

- 3.3.1 Hedges shall be maintained in a weed-free condition at all times. This shall include removal of such things as self seeded ash, sycamore, elder, bindweed and bramble etc.
- 3.3.2 All areas at the base of hedges shall be maintained weed free by either cultural methods or the application of relevant pesticides.

4. Tree Maintenance

4.1 General Maintenance

- 4.1.1 Any tree showing signs of reversion shall have the relevant branch removed immediately upon being noticed.
- 4.1.2 Once per annum during November, all epicormic growth shall be removed from ground level up to a height of 2m from any tree irrespective of size, on any land covered by these contracts.
- 4.1.3 Any tree, which is snapped or badly vandalised, shall be reported to the Supervising Officer immediately upon being noticed.

5. Grass Maintenance

5.1 General Standards

- 5.1.1 The contractor shall carry out regular grass cutting of all specified grass areas. The grass-mowing specification outlines the standards and frequencies required dependant on the area. An increased frequency may be required in May to maintain the correct standard and avoid public complaints.
- 5.1.2 For clarification, the term 'grass' shall be deemed to include all plants growing in the lawn area (ie grass bents, flower spikes etc).
- 5.1.3 Grass cutting around obstacles, along boundary areas and along grass margins, which cannot be cut by mower, shall be trimmed by other means to the same standard. This shall occur immediately after the grass area has been cut by mower.
- 5.1.4 The sward shall be cut cleanly and evenly with no tearing or ripping and the contractor shall ensure that the movement of mowing machinery does not lead to skidding, balding or the effects of fast turns.
- 5.1.5 Any litter found on the areas to be mowed shall be removed prior to mowing. Any litter shredded as a result of mowing or strimming

operations shall also be removed immediately after mowing has been completed.

- 5.1.6 For the avoidance of doubt, litter shall be deemed to include, amongst other things, tin cans, glass, paper, fallen branches etc.
- 5.1.7 All clippings and mowings which land on hard surfaces, road gulleys, shrub borders, flower beds etc shall be removed immediately upon completion of mowing the area.
- 5.1.8 Where grass areas abut shrub beds, hard surfaces etc, these fringes shall be trimmed immediately after the grass area has been cut. The grass clippings shall then be collected and removed.

NOTE: Clauses 5.1.6 to 5.1.8 inclusive are constant causes for complaint. The Council will, therefore, be extremely vigilant regarding these issues.

5.2 Machinery

- 5.2.1 The contractor may use such machinery and methods as he believes best to achieve the desired finish.
- 5.2.2 Where grass cutting is to be carried out using cylinder machines, allowances should be made if necessary to re-cut with rotary machines in order to cut flower spikes of grasses and turf weeds immediately afterwards.
- 5.2.3 Care especially should be taken not to leave a trail of clippings on the road from the wheels of mowers or vehicles when leaving sites (see clause 5.1.8 and note above).

5.3 Edging

- 5.3.1 Annually during the period November - March inclusive, all grass edges, which abut hard surfaces, shrub beds etc shall be edged. All arisings shall be removed from site immediately upon completion.
- 5.3.2 Pesticide spraying of grass fringes and edges will not be permitted at any time of the year in any location.

6. Flower Troughs / Hanging Baskets

6.1 General

Refer to Detailed Specification

7. Hard Surfaces - Paths, Car Parks Etc

7.1 General

- 7.1.1 All hard surfaces specified around play equipment shall be swept clear of litter, glass shards, cigarette butts and any other detritus by hand or mechanical means according to the specification.

7.2 Weed Control

- 7.2.1 All hard surfaces specified shall be maintained in a weed free condition.
- 7.2.2 All hanging baskets and flower troughs shall be maintained in a weed free condition.

KEY TO SITE PLANS

GRASS AREA
ROUGH GRASS AREAS/ BANKS
SHRUB BEDS
HEDGES / BOUNDARY SHRUB
PATHS & HARD SURFACES
LITTER CONTROL
WATERING
FLOWER PLANTING/TENDING

LOCATIONS

		Appendices
LR	Lyndhurst Road	1
BD	Butterfield Down Estate	2
BE	Harvard Park/Bloor Estate/ Underwood Drive	3
CR	Countess Road	4
LW	Lords Walk	4
QB	Queensberry Bridge Verge	5
CY	St Mary & St Melor Churchyard	5
AC	Recreation Road Cemetery	6
BM	Bonnymead	6
SE	Stonehenge Estate	7
AR	A345 White Railings Roundabout (adjacent)	8
BR	Bowman Centre Roundabout	9
SA	Stockport Avenue	9
SC	Stockport Avenue Cemetery	9
AG	Archers Gate	9
TC	Town Centre (baskets/troughs)	10
KG1	Kings Gate (1)	11
KG2	Country Park Phase 1	12
KG3	Kings Gate Play Park	13

SPECIFICATION CODES

G – Grass mowing and maintenance
H – Hedge trimming
L – Litter control
P – Path & hard surface maintenance
S – Shrub trimming and maintenance
R – Rough grass
E – Earth removal
W – Watering
F – Flower planting/tending

DETAILED SPECIFICATION

Recreation Road Cemetery

Litter	FORTNIGHTLY: Pick litter from shrub areas and grass areas. Report any damage to Supervising Officer.
Grass Cutting	FORTNIGHTLY: Cut all grass to a maximum of 20mm in height between the second week of March to the end of November (38 weeks). FORTNIGHTLY: Strim grass around all trees, seats, buildings and other obstacles to a maximum of 20mm in height between the second week of March to the end of November (38 weeks)
Hedge Maintenance	Trim all hedges between October and December. Remove all clippings to an approved refuse disposal site. Apply a general purpose fertilizer during the same period.
Earth removal	ANNUALLY: In June remove and dispose of earth/chalk spoil with agreement of Supervising Officer
Paths/Hard Surfaces	In November / December edge along paths to cut and remove overgrowing grass. Clear weeds from path. Remove all arisings to the approved tip.
Shrub Maintenance	Prune in October/November to ensure healthy growth. Cut back undergrowth by ashes plots. Remove cuttings to an approved refuse disposal site. Apply a general purpose fertilizer during the same period.

Town Centre

Flower Planting/Tending	HANGING BASKETS: Supply and fit 29 hanging baskets with reservoirs. Fill with seasonal bedding. Plant variety to be agreed with the Supervisor. Dead head and weed at the time of watering. Arisings to be removed off site. FLOWER TROUGHS: 20 troughs, 24.5 square meters in total. Supply plant labour and materials to install two displays of bedding, at 45 plants per square meter. Spring/Summer planting in May, Autumn/Winter planting in October. Plant variety to be agreed with the Supervising Officer. Dead head and weed at the time of watering. Arisings to be removed off site. Supply and spread general purpose compost to top up planters to 3cm below the rim and appropriate fertiliser added at each planting. Plants that die of natural causes to be replaced.
Flower Watering	Water hanging baskets on a frequency of five visits per week, water flower troughs on a frequency of three visits per week, during the spring/summer months, both increased in extreme dry periods. Watering to be completed at the start of the day or the end of the day. Watering to be completed using pumped water sourced from mobile bowser using contractor's supply.

Bonnymead

Grass Cutting	FORTNIGHTLY: Cut all grass to a maximum of 20mm in height between the second week of March to the end of November (38 weeks). FORTNIGHTLY: Strim grass around all trees, seats, buildings and other obstacles to a maximum of 20mm in height between the second week of March to the end of November (38 weeks) Strim grass in the area alongside the ditch to the South of the football pitch, cross hatched on the plan.
---------------	--

Rough Grass	Rough areas – cut once to 100mm in July/August.
Hedge Maintenance	In June and October cut back growth projecting from hedge line, this to include any brambles, nettles and undergrowth, to prevent obstruction to public movement, machinery access, visibility or general encroachment. Remove all clippings to an approved refuse disposal site. Apply a general purpose fertilizer during the same period.
Paths/Hard Surfaces	In June and October clear weeds from car park area, skate park and enclosed play area. Remove all arisings to the approved tip. In November / December edge along paths and car park to cut and remove overgrowing grass. Clear weeds from path and car park. Remove all arisings to the approved tip.

Queensberry Bridge

Grass Cutting	FORTNIGHTLY: Cut all grass to a maximum of 20mm in height between the second week of March to the end of November (38 weeks). FORTNIGHTLY: Strim grass around all trees, seats and other obstacles to a maximum of 20mm in height between the second week of March to the end of November (38 weeks)
----------------------	---

A345 White Railings Roundabout, Archers Gate

Grass Cutting	FORTNIGHTLY: Cut all grass to a maximum of 20mm in height between the second week of March to the end of November (38 weeks).
----------------------	--

Harvard Park / Bloor Estate / Underwood Drive

Litter	FORTNIGHTLY: Pick litter from shrub areas and grass areas. Dispose of contents to an approved refuse disposal site. Report any damage to Supervising Officer.
Grass Cutting	FORTNIGHTLY: Cut all grass to a maximum of 20mm in height between the second week of March to the end of November (38 weeks). FORTNIGHTLY: Strim grass around all trees, seats, play equipment and other obstacles to a maximum of 20mm in height between the second week of March to the end of November (38 weeks)
Shrub Maintenance	Prune in October/November to ensure healthy growth and to avoid obstruction to pedestrians. Remove cuttings to an approved refuse disposal site. Apply a general purpose fertilizer during the same period.
Paths/Hard surfaces	In June and October clear weeds from enclosed play area. Remove all arisings to the approved tip. In November / December edge along paths to cut and remove overgrowing grass. Clear weeds from path. Remove all arisings to the approved tip.
Hedge Maintenance	Trim hedge between October and December. Remove all clippings to an approved refuse disposal site. Apply a general purpose fertilizer during the same period.

Rough Grass	Untidy undergrowth to the north west of the park (rear of houses in Beaulieu Rd: cut once to 100mm in July/August.
-------------	--

Butterfield Down Estate

Litter	FORTNIGHTLY: Pick litter from shrub and grass areas. Dispose of contents to an approved refuse disposal site.
Grass Cutting	FORTNIGHTLY: Cut all grass to a maximum of 20mm in height between the second week of March to the end of November (38 weeks). FORTNIGHTLY: Strim grass around all trees, seats, buildings and other obstacles to a maximum of 20mm in height between the second week of March to the end of November (38 weeks)
Shrub Maintenance	Prune in October/November to ensure healthy growth and to avoid obstruction to pedestrians. Remove cuttings to an approved refuse disposal site. Apply a general purpose fertilizer during the same period.

Lords Walk

Litter	ANNUALLY: Clear paths of leaves at the end of fall by use of blowers, spreading them evenly over other areas (usually mid-November).
Grass Cutting	FORTNIGHTLY: Cut all grass to a maximum of 20mm in height between the second week of March to the end of November (38 weeks). FORTNIGHTLY: Strim grass around all trees, seats, buildings and other obstacles to a maximum of 20mm in height between the second week of March to the end of November (38 weeks). Strim the grass monthly in the area of the riverbank <u>footpath</u> (outlined in black on the plan), leaving vegetation to grow along the river bank.
Rough Grass	Rough areas – cut once to 100mm in July/August.
Shrub Maintenance	Prune in October/November to ensure healthy growth. Remove cuttings to an approved refuse disposal site. Apply a general purpose fertilizer during the same period.

Lyndhurst Road

Grass Cutting	FORTNIGHTLY: Cut all grass to a maximum of 20mm in height between the second week of March to the end of November (38 weeks).
Rough Grass	Rough areas – cut once to 100mm in July/August.

Countess Road

Grass Cutting	FORTNIGHTLY: Cut all grass to a maximum of 20mm in height between the second week of March to the end of November (38 weeks).
---------------	--

Stonehenge Estate

Litter	FORTNIGHTLY: Pick litter from grass areas. Report any damage to Supervising Officer.
Grass Cutting	FORTNIGHTLY: Cut all grass to a maximum of 20mm in height between the second week of March to the end of November (38 weeks). FORTNIGHTLY: Strim grass around all trees, seats, buildings and other obstacles to a maximum of 20mm in height between the second week of March to the end of November (38 weeks)
Paths/Hard surfaces	In June and October clear weeds from enclosed play area. Remove all arisings to the approved tip. In November / December edge along paths to cut and remove overgrowing grass. Clear weeds from path. Remove all arisings to the approved tip.

St Mary & St Melor Churchyard

Grass Cutting	FORTNIGHTLY: Cut all grass to a maximum of 20mm in height between the second week of March to the end of November (38 weeks). FORTNIGHTLY: Strim grass around all trees, seats, buildings and other obstacles to a maximum of 20mm in height between the second week of March to the end of November (38 weeks)
----------------------	--

Land adjacent to the A345 Roundabout

Grass Cutting	FORTNIGHTLY: Cut all grass to a maximum of 20mm in height between the second week of March to the end of November (38 weeks).
----------------------	--

Bowman Centre Roundabout

Shrub Maintenance	Prune in October/November to ensure healthy growth. Remove cuttings to an approved refuse disposal site. Apply a general purpose fertilizer during the same period.
Litter	FORTNIGHTLY: Pick litter from shrub areas and grass areas. Report any damage to Supervising Officer.

Archers Gate

Litter	FORTNIGHTLY: Pick litter from shrub areas and grass areas. Report any damage to Supervising Officer.
Grass Cutting	FORTNIGHTLY: Cut all grass to a maximum of 20mm in height between the second week of March to the end of November (38 weeks). FORTNIGHTLY: Strim grass around all trees, seats, buildings and other obstacles to a maximum of 20mm in height between the second week of March to the end of November (38 weeks)
Paths/Hard surfaces	In June and October clear weeds from enclosed play area. Remove all arisings to the approved tip.

	In November / December edge along paths to cut and remove overgrowing grass. Clear weeds from path. Remove all arisings to the approved tip.
Shrub Maintenance	Prune in October/November to ensure healthy growth. Remove cuttings to an approved refuse disposal site. Apply a general purpose fertilizer during the same period.
Rough Grass	Rough areas – cut once to 100mm in July/August.

Kings Gate (1) (2) (3)

Grass Cutting	FORTNIGHTLY: Cut all grass to a maximum of 20mm in height between the second week of March to the end of November (38 weeks). FORTNIGHTLY: Strim grass around all trees, seats, buildings and other obstacles to a maximum of 20mm in height between the second week of March to the end of November (38 weeks)
Paths/Hard surfaces	In June and October clear weeds from enclosed play area. Remove all arisings to the approved tip. In November / December edge along paths to cut and remove overgrowing grass. Clear weeds from path. Remove all arisings to the approved tip.
Litter	FORTNIGHTLY: Pick litter from shrub areas and grass areas. Report any damage to Supervising Officer.

Stockport Avenue Cemetery

Litter	FORTNIGHTLY: Pick litter from shrub areas and grass areas. Report any damage to Supervising Officer.
Grass Cutting	FORTNIGHTLY: Cut all grass to a maximum of 20mm in height between the second week of March to the end of November (38 weeks). FORTNIGHTLY: Strim grass around all trees, seats, buildings and other obstacles to a maximum of 20mm in height between the second week of March to the end of November (38 weeks)
Hedge Maintenance	Trim all hedges between October and December. Remove all clippings to an approved refuse disposal site. Apply a general purpose fertilizer during the same period. Note: Hedge is newly planted. Only appropriate trimming to be done.
Earth removal	ANNUALLY: In June remove and dispose of earth/chalk spoil with agreement of Supervising Officer
Paths/Hard Surfaces	In November / December edge along paths to cut and remove overgrowing grass. Clear weeds from path. Remove all arisings to the approved tip.
Shrub Maintenance	Prune in October/November to ensure healthy growth. Cut back undergrowth by ashes plots. Remove cuttings to an approved refuse disposal site. Apply a general purpose fertilizer during the same period.

SUMMARY OF LOCATION SPECIFICATIONS

CODE	LOCATION	ACTIVITIES (See Site Plans for individual sites)
AC	Amesbury Cemetery	L. G. H. E. P.
BD	Butterfield Down Estate	L. G. S.
BE	Harvard Park/Bloor Estate/ Underwood Drive	L. G. S. P. H.
CR	Countess Road	G.
LW	Lords Walk	L. G. R. S.
QB	Queensberry Bridge Verge	G.
BM	Bonnymead	G. R. H. P.
SE	Stonehenge Estate	L. G. P.
CY	St Mary & St Melor Churchyard	G.
LR	Lyndhurst Road	G.
AR	A345 Roundabout (adjacent)	G
BR	Bowman Centre Roundabout	S. F. L.
SA	Stockport Avenue	
SC	Stockport Avenue Cemetery	G. P. S. L. T. E.
AG	Archers Gate	G. L. T. R.
CR	Countess Road	G. L.
TC	Town Centre (baskets/troughs)	F. W.

WORK SHOULD BE SUSPENDED WHEN AN INTERMENT IS TAKING PLACE IN THE CEMETERY AND CHURCHYARD)

<p> G – Grass mowing and maintenance H – Hedge trimming L – Litter control P – Path & hard surface maintenance S – Shrub trimming and maintenance T – Tree maintenance R – Rough grass E – Earth removal W – Watering F – Flower planting/tending </p>

- b) that we have not adjusted the amount of any tender or proposed tender for these works in accordance with any agreement between us and any person other than the Council.

Yours faithfully

Signature

Position in Company

Name of Company

.....
.....
.....

Date

Note: TENDERS MUST BE SUBMITTED IN ACCORDANCE WITH THE PROCEDURE SPECIFIED IN THE CONTRACT DOCUMENT - "INFORMATION AND INSTRUCTIONS TO TENDERERS".

PERFORMANCE BOND

BY THIS BONDof(hereinafter called "the Contractor") andof (hereinafter called "the Surety") are held and firmly bound unto the **AMESBURY TOWN COUNCIL** c/o 2 Flower Court, Flower Lane, Amesbury, Wiltshire, SP4 7JE (hereinafter called " the Council") in the sum of:**POUNDS (£** **)** for the payment of which sum the Contractor and the Surety bind themselves and their successors and assigns jointly and severally by these presents **SEALED** this deed with our respective seals and dated this day of Two thousand and eighteen **WHEREAS** the Contractor by an agreement dated theday of Two thousand and eighteen and made between the Contractor (1) and the Council (2) has entered into a Contract (hereinafter called "the said Contract") for the performance of certain Services as therein mentioned in conformity with the provisions of the said Contract.

NOW THE CONDITION of the above-written Bond is such that if the Contractor shall duly perform and observe all the terms provisions conditions and stipulations of the said Contract on the Contractor's part to be performed and observed according to the true purport intent and meaning thereof or if on default by the Contractor the Surety shall satisfy and discharge the damages sustained by the council thereby up to the amount of the above-written Bond then this obligation shall be null and void but otherwise shall be and remain in full force and effect but no alteration in the terms of the said Contract made by agreement between the Contractor and the Council or in the extend or nature of the Services to be performed thereunder nor any forbearance or forgiveness in or in respect of any matter or thing concerning the Contract on the part of the Council shall in any way release the Surety from any liability under the above-written Bond

SIGNED

SIGNED

On the part of the contractor

on the part of the Council

In the presence of:

In the presence of:

Director

Town Clerk

Secretary

Chairman