

AD 979

**GROUNDS MAINTENANCE  
INVITATION TO TENDER (ITT)**

Supervising Officer  
The Town Clerk

**Amesbury Town Council**

November 2024

Amesbury Town Council wishes to appoint a Grounds' Maintenance Contractor on a 3-year contract covering Grass Cutting, Line Marking of Sports Pitches, Low Lying Tree Maintenance and Hedge and Shrub Maintenance.

The deadline for submissions for this tender is 2<sup>nd</sup> January 2025. The contract will commence 1<sup>st</sup> April 2025.

Whilst maps and detailed information are provided within the ITT, site visits must be conducted in order to fully understand the extent of the contract requirements. Visits can be arranged via the Operations' Manager.

Amesbury Town Council expects best practice to be implemented by the contractor in all aspects of the work outlined and to ensure areas are left clean and tidy after work has been conducted. There may be times when additional work is required outside of the contractual requirements, this may be short notice due to Health and Safety and/or other reasons. We would expect this work to be quoted for and carried out in a timely manner.

Amesbury Town Council will consider a number of factors when appointing a contractor:

Quality of Service – please provide examples of contracts held and references where available.

Value for money – the Town Council does not necessarily accept the cheapest tender.

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## **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**

- a. The **Conditions of Contract** are attached. The Contractor must acquaint themselves 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 1<sup>st</sup> April 2025, with potential annual extensions to a maximum of 5 years by agreement,

- b. **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.
- c. **Contract Award Criteria.** The award of the contract will be based on Quality and Price, this is explained along with the scoring matrix at 4g below.
- d. **Contract Agreement.** The Contractor shall prior to 1st April 2025 enter into and execute the Contract incorporating the terms and conditions in the Tender documents.

### **4. Tendering Procedure**

- a. **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.

- b. **Preparation of Tender.** No payment will be made for any costs which will be incurred by any Tenderer in the preparation of any tender.
- c. **The Council is not bound to accept the lowest or any tender.**
- d. **Tender Documents** This entire document is to be returned as the Tender, duly completed and signed by the Contractor, including the plans.
- e. **Submission of Tenders** The Tender Documents shall be delivered, **BY 12 NOON ON 2<sup>nd</sup> January 2025** to:-

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

- f. **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.
- g. **Tender Evaluation** – Price 40%, Quality 60%

Price - All returned tender prices will be directly compared with each other and awarded points based on a mathematical formula. The lowest price will be awarded the most points and the highest price the lowest number of points with all other returns between these two scores.

Quality - All returned tenders will be evaluated in relation to quality. This will be judged against specific criteria which will be weighted according to importance.

The following specific areas will be assessed:

Quality Criteria	Weighting %
<b>Management</b> - How the contract will be managed - to include staff involved, including their experience and qualifications. Note contractors must demonstrate extensive experience of previous works of a similar nature and the capacity to undertake this contract including turnover. Previous experience of working with local authorities will be advantageous. Note professional references will be contacted.	30
<b>Health and Safety</b> – How health and safety will be managed during the contract. Specific examples of risk assessments and method statements relating to how this work will be undertaken in a safe manner must be supplied. Please supply a copy of your health and safety policy.	30
<b>Quality</b> – Please provide details (including registration number) of any quality assurance accreditation that your organisation holds. If no accreditation is held, please attach an outline of your quality assurance policy. Please indicate to which professional or trade bodies your organisation belongs.	30
<b>Equal Opportunities</b> - Contractor's approach and arrangements for Equal Opportunities	5
<b>Sustainability</b> – Contractor's approach and arrangements regarding Sustainability.	5
	Total 100

All tender returns will be assessed against the quality criteria and awarded points based in the table below.

Assessment	Description	Score
<b>Excellent</b>	Exceeds the required standard. Response answers the topic/question with precision and relevance. Includes improvement through innovation/added value	5
<b>Good</b>	Meets the standard required. Comprehensive response in terms of detail and relevance to the topic/question	4
<b>Acceptable</b>	Meets the standard in most aspects but fails in some areas. Acceptable level of detail, accuracy and relevance.	3
<b>Limited</b>	Fails the standard in most aspects but meets some. Limited information/inadequate/only partly addresses the topic/question.	2
<b>Inadequate</b>	Significantly/completely fails to meet the standard. Inadequate detail provided/questions/topic not addressed.	1

A mathematical formula will be applied to convert the weighting and points awarded into an overall quality score. The pricing score will be combined with the quality score to provide an overall score which completes the tender evaluation process.

## **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 1<sup>st</sup> April 2025

**"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 - 26 of the Tender Documents;

**"Index Period"** means:

- a. for the first Review the period of one year commencing one month prior to the Commencement Date
- b. 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**

- a. 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.
- b. Save for an omission, addition or variation agreed pursuant to Condition 2a 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**

- a. 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.
- b. 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.
- c. From time to time the Supervising Officer may appoint one or more deputies to act for them 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**

- a. The Contract shall extend for a period of three years from the Commencement Date to 1<sup>st</sup> April 2025 and shall not be terminable by either party within that period save in accordance with these Conditions.

## **5. Performance of the Services**

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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**

- a. 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.
- b. 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.
- c. 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.
- d. 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 them at all times as lack of suitable Plant will not excuse the Contractor from fulfilling his obligations under the Contract.

## **7. Premises**

- a. 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.
- b. 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:

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

## **9. Payments**

- a. 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.
- b. 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.
- c. 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**

- a. 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.
- b. 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:
  - the Contractor shall not be entitled to any payment from the Council in respect of any services not performed;
  - 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;
  - 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;
  - the Supervising Officer shall issue a written Notice to the Contractor;
  - 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.
  - 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 23a.
  - 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**

- a. The final tender price as submitted by the Contractor and set out on page 27 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**

- a. 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.
- b. 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).
- c. The Contractor shall require its employees while employed in the performance of the Services to be of neat clean and presentable appearance.
- d. 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.
- e. 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.
- f. 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.
- g. The Contractor shall at all times take all such precautions as are necessary to protect the health and safety of all persons employed by them 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.
- h. 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**

- a. 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.
- b. 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 16a being unavailable.
- c. The Contractor shall notify the Supervising Officer of any changes to the names and contact details of personnel in conditions 16a and 16b as soon as changes are made.

**16. Complaints**

- a. The Contractor will deal with any complaints received in a prompt, courteous and efficient manner.
- b. Any complaints regarding the service shall be referred to the Supervising Officer.
- c. 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.
- d. The Contractor shall keep a written record of all complaints received direct from any source and of the action taken in relation to that complaint. Such records shall be made available to the Supervising Officer upon request.

**17. Agency**

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

**18. Assignment**

- a. The Contractor shall not:
  - 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**

- a. 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.
- b. 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.
- c. 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.
- d. 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**

- a. 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.
- b. 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 their 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**

- a. 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.
- b. 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**

- a. 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:  
any breach by the Contractor of any other provision of the Contract.

- b. 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 rising 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.

- c. 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**

- a. 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, pandemic, flood, fire, war, civil disorder, embargoes, strikes and labour disputes of whatever nature.
- b. 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.
- c. 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.
- d. 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**

- a. 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.
- b. 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.
- c. Any award or decision of such arbitration shall be final and binding on the parties hereto.

### **26. Bribery And Corruption**

- a. 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 them 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 them 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.
- b. 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 themselves or by any person employed by them 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**

The Grounds Maintenance of Amenity Areas and Open Spaces within the Parish of Amesbury.

### **2. Rubbish**

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**

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

### **5. Materials**

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

### **6. Health and Safety**

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

### **7. Overtime**

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 1<sup>st</sup> April 2025, to cover grass cutting, shrub trimming, pruning, tree maintenance 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 pages 18-26**

#### **1. Pesticides**

- a. **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.
- b. **Selection**  
Pesticides used shall be those available for the specific purpose required in accordance with the various legislative acts.
- c. **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.
- d. **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.

- e. 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 persons wishing to see them.
- f. 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**

- a. Weed Control  
All shrub beds shall be completely free from weeds after pruning takes place between October to December.
- b. Fertiliser  
A general purpose, slow release fertiliser shall be applied to all shrub beds in accordance with the programme.
- c. Pruning
  - Unless otherwise instructed, ALL shrubs within the contract areas shall be pruned annually according to the recognised horticultural practice for the species/genera concerned.
  - Generally all dead, dying, weak, diseased and crossing branches shall be removed to achieve a good balanced structure for individual shrubs.
  - 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**

- a. General standards
  - 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.
  - The existing heights and widths of the hedges shall be maintained unless otherwise instructed by the Supervising Officer.
  - All hedge trimmings shall be raked up and removed by the contractor immediately and must not be left on site overnight.
- b. Frequency of Cutting
  - Hedges shall be cut between October and December.
  - In the event of operatives encountering a hedge which still has birds nesting, the hedge shall be left alone and the Supervising Officer notified.
- c. Weed Control
  - 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.
  - 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**

- a. General Maintenance
  - Any tree showing signs of reversion shall have the relevant branch removed immediately upon being noticed.
  - 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.
  - Any tree, which is snapped or badly vandalised, shall be reported to the Supervising Officer immediately upon being noticed.

**5. Grass Maintenance**

**a. General Standards**

- 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 Spring to maintain the correct standard and avoid public complaints.
- For clarification, the term 'grass' shall be deemed to include all plants growing in the lawn area (ie grass bents, flower spikes etc).
- 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.
- 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.
- 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.
- For the avoidance of doubt, litter shall be deemed to include, amongst other things, tin cans, glass, paper, fallen branches etc.
- 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.
- 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: Clause 5a inclusive are constant causes for complaint. The Council will, therefore, be extremely vigilant regarding these issues.

**b. Machinery**

- The contractor may use such machinery and methods as he believes best to achieve the desired finish.
- 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 5a and note above).

**c. Edging**

- Annually during November to December inclusive, all grass edges, which abut hard surfaces, shrub beds etc shall be edged. All arisings shall be removed from site immediately upon completion.
- 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**

Refer to Detailed Specification

**7. Hard Surfaces - Paths, Car Parks Etc**

**a. General**

- 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.

**b. Weed Control**

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

**8. Line Marking**

- Marking to take place after grass cutting.

## KEY TO SITE PLANS

<b>GRASS AREA</b>
<b>SHRUB MAINTENANCE</b>
<b>HEDGES / BOUNDARY SHRUB</b>
<b>PATHS &amp; HARD SURFACES</b>
<b>EARTH REMOVAL</b>
<b>WATERING</b>
<b>FLOWER PLANTING/TENDING</b>
<b>TREE MAINTENANCE</b>
<b>LEAVES CLEARANCE</b>
<b>LINE MARKING</b>
<b>PITCH MAINTENANCE</b>
<b>LITTER</b>

### LOCATIONS

		Appendices
<b>BD</b>	Butterfield Down Estate	1
<b>FB</b>	Fosters Bushes	1
<b>HP</b>	Harvard Park	2
<b>LW</b>	Lords Walk	3
<b>CY</b>	St Mary & St Melor Churchyard	4
<b>AC</b>	Recreation Road Cemetery	5
<b>BM</b>	Bonnymead	5
<b>SE</b>	Stonehenge Estate	6
<b>ES</b>	Estate Shelterbelt	7
<b>AG</b>	Archers Gate	7 & 13 & 14
<b>SC</b>	Stockport Avenue Cemetery	8
<b>DG</b>	Disc Golf Area	8
<b>KC</b>	King Charles Sensory Garden	9
<b>KG</b>	Kings Gate	9 & 10 & 12
<b>CP</b>	Centenary Pavilion Sports Pitches	11
<b>LF</b>	Lynchets Field	12
<b>AP</b>	Armistice Park	13
<b>BW</b>	Byway 20 Hedgerow	14
<b>TC</b>	Town Centre (baskets/troughs)	15

### SPECIFICATION CODES

**G** – Grass mowing and maintenance  
**H** – Hedge maintenance  
**P** – Path & hard surface maintenance  
**S** – Shrub trimming and maintenance  
**E** – Earth removal  
**W** – Watering  
**F** – Flower planting/tending  
**L** – Leaves clearance  
**T** – Tree maintenance  
**LM** – Line marking  
**PM** – Pitch maintenance  
**LR** – Litter

## DETAILED SPECIFICATION

### Recreation Road Cemetery



Grass Cutting	Maintain all grass to a short height of 25mm to 75mm, between the second week of March and the end of November (38 weeks). Maintain strimmed grass around all trees, seats, buildings and other obstacles to a short height of 25mm to 75mm between the second week of March and the end of November (38 weeks).
Hedge Maintenance	Trim all sides and tops of hedges between October and December. Remove all clippings to an approved refuse disposal site. Entrance and front facing hedges to be cut 3 times yearly.
Earth removal	<b>ANNUALLY:</b> 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. Apply herbicide to all weeds. 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.

**SITE TOTAL=**

### Town Centre



Flower Planting/Tending	<b>HANGING BASKETS:</b> Supply and fit 27 hanging baskets with reservoirs. Fill with seasonal bedding. Plant variety to be agreed with the Supervisor. Weed at the time of watering. Arisings to be removed off site. <b>FLOWER TROUGHS:</b> 17 troughs, 24.5 square meters in total. Supply plant labour and materials to install two displays of bedding. Twice yearly - 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 and 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.

**Specify amount of fertiliser per M<sup>2</sup> =**  
**SITE TOTAL=**

## **Bonnymead**



Grass Cutting	<p>Maintain all grass to short height of 25mm to 75mm, between the second week of March and the end of November (38 weeks).  Maintain strimmed grass around all trees, seats, buildings and other obstacles to a short height of 25mm to 75mm between the second week of March and 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.</p> <p>Rough areas – cut once to a long height of 100m to 300mm, in July/August.  Long grass on banks – Twice yearly</p>
Hedge Maintenance	Hedge line to be cut yearly in Winter, 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.
Paths/Hard Surfaces	<p>In Winter – Apply herbicide to weeds from path and car park area, skate park and enclosed play area.</p> <p>In June and October edge along paths and car park to cut and remove overgrowing grass. Remove all arisings to an approved refuse disposal site.</p>

**SITE TOTAL=**

## **Harvard Park**



Grass Cutting	<p>Maintain all grass to a short height of 25mm to 75mm, between the second week of March and the end of November (38 weeks).  Maintain strimmed grass around all trees, seats, play equipment and other obstacles to a short height of 25mm to 75mm, between the second week of March and the end of November (38 weeks)</p> <p>Rough Grass: undergrowth to the north west of the park (rear of houses in Beaulieu Road) to be cut once to a long height of 100mm to 300mm, in July/August.</p>
Shrub Maintenance	Prune in October/November to ensure healthy growth and to avoid obstruction to pedestrians. Remove cuttings to an approved refuse disposal site.
Paths/Hard surfaces	<p>In June and October apply herbicide to weeds from enclosed play area.</p> <p>In November / December edge along paths to cut and remove overgrowing grass. Remove all arisings to the approved tip.</p>
Hedge Maintenance	Trim hedge between October and December. Remove all clippings to an approved refuse disposal site.

**SITE TOTAL=**



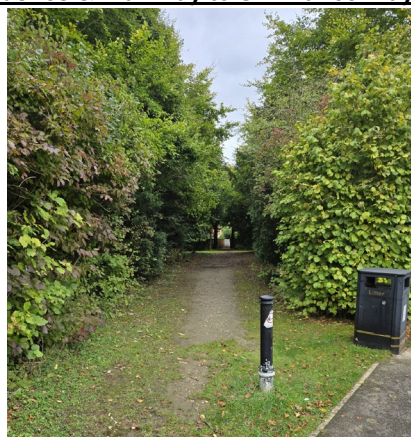
### **Butterfield Down Estate**



Grass Cutting	Maintain all grass to a short height of 25mm to 75mm, between the second week of March and the end of November (38 weeks). Maintain strimmed grass around all trees, seats, buildings and other obstacles to a short height of 25mm to 75mm, between the second week of March and 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.
Hedge maintenance	Monitor hedge growth and trim as required. Remove all clippings to an approved refuse disposal site.

**SITE TOTAL=**

### **Fosters Bushes & Walkway to Simmance Way**



Tree Maintenance	<b>ANNUALLY:</b> Main Walkway -Trim back canopies up to 5M, overhanging walkways and remove isolated branches around area to improve safety/appearance in May/June. Crete splays around 2 streetlights either side of bushes <b>ANNUALLY:</b> Mature laurels to be pruned to a finished height of 1.5M, all arisings chipped and distributed across woodland floor
Grass Cutting	Maintain all grass to a short height of 25mm to 75mm, between the second week of March and the end of November (38 weeks). Maintain strimmed grass around all trees, seats, buildings and other obstacles to a short height of 25mm to 75mm, between the second week of March and 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.

**SITE TOTAL=**

### **Estate Shelterbelt**

Tree maintenance	Trim all overhanging branches to tree line. Monitor woodland and carry out barge back once every 3 year period.
Grass Cutting	Maintain grass margin to a short height between 25mm to 75mm, and distribute all arising over wooded area.

**SITE TOTAL=**



### King Charles Sensory Garden



Grass cutting	Maintain all grass verges to a medium height of 75mm to 150mm, between the second week of March and the end of November (38 weeks). All grass to be collected. Grass mounds to be cut to a long height in September with all cuttings removed.
Shrub Maintenance	Prune in October/November to ensure healthy growth and to avoid obstruction to pedestrians. Remove cuttings to an approved refuse disposal site.
Hedge maintenance	Monitor hedge growth and trim as required. Remove all clippings to an approved refuse disposal site.

**SITE TOTAL=**

### Lynchets Field



Grass cutting	In October cut all grass to a height of 100mm. Maintain grass outside of properties to a medium height of 75-150mm. Spring & Autumn - Apply herbicide to fence line between school and field. Maintain grassed footways to a medium height of approx. (75mm) in height, between the second week of March and the end of November (38 weeks).
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**SITE TOTAL=**

### St Mary & St Melor Churchyard



Grass Cutting	Maintain grass to a short height of 25mm to 75mm, between the second week of March and the end of November (38 weeks). All grass to be collected. Extra cut to be included on the lead up to Remembrance Day. Maintain strimmed grass around all trees, seats, buildings and other obstacles to a short height of 25mm to 75mm, between the second week of March to the end of November (38 weeks). All grass to be collected.
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**SITE TOTAL=**

## Lords Walk



Grass Cutting	Maintain all grass to a medium height of 75mm to 150mm, between the second week of March and the end of November (38 weeks). Maintain trimmed grass around all trees, seats, buildings and other obstacles to a medium height of 75mm to 150mm, between the second week of March and the end of November (38 weeks).
Shrub Maintenance	Prune in October/November to ensure healthy growth. Remove cuttings to an approved refuse disposal site. Prune Cornus and remove cuttings. Monitor woodland and carry out barge back once every 3 year period at the Ratfyn Road – Countess Road stretch.
Leaves Clearance	<b>BIANNUALLY:</b> Clear paths of leaves at the end of fall by use of blowers. Spreading them evenly over other areas (usually mid-November)

**SITE TOTAL=**

## Stonehenge Estate



Grass Cutting	Maintain all grass to a short height of 25mm to 75mm, between the second week of March and the end of November (38 weeks). Maintain trimmed grass around all trees, seats, buildings and other obstacles to a short height of 25mm to 75mm, between the second week of March and the end of November (38 weeks).
Paths/Hard surfaces	In June and October apply herbicide to weeds from enclosed play areas. In November / December edge along paths to cut and remove overgrowing grass. Remove all arisings to an approved disposal site.

**SITE TOTAL=**



### Armistice Park



Grass Cutting	Maintain all grass to a short height of 25mm to 75mm, between the second week of March and the end of November (38 weeks). <b>ANNUALLY:</b> Cut all long rough grass to a long height of 200mm.
<b>SITE TOTAL=</b>	

### Disc Golf Area



Grass Cutting	<b>ANNUALLY:</b> Cut all rough grass to a long height of 200mm.
<b>SITE TOTAL=</b>	

### Byway 20 Hedgerow



Grass Cutting	Maintain verge grass to a short height of 25mm to 75mm, between the second week of March and the end of November (38 weeks).
Hedge Maintenance	Flail both sides and top of hedges between October and December. Remove all clippings to an approved refuse disposal site.
<b>SITE TOTAL=</b>	

### Archers Gate



Grass Cutting	Maintain all grass to a short height of 25mm to 75mm, between the second week of March to the end of November (38 weeks). Maintain strimmed grass around all trees, seats, buildings and other obstacles to a short height of 25mm to 75mm, between the second week of March to the end of November (38 weeks). Rough areas – cut once to long height of 200mm in July/August.
Paths/Hard surfaces	In June and October apply herbicide to all weeds from enclosed play areas, sundial paved area and Redworth Drive paved areas. Remove all arisings to an approved disposal site. In November / December edge along paths to cut and remove overgrowing grass. Remove all arisings to an approved disposal site.
Shrub Maintenance	Prune in October/November to ensure healthy growth. Remove cuttings to an approved disposal site. Raised beds at Sundial to be weeded and mulch added twice yearly.

**SITE TOTAL=**

### Kings Gate



Grass Cutting	Maintain all grass to a short height of 25mm to 75mm, between the second week of March and the end of November (38 weeks). Maintain strimmed grass around all trees, seats, buildings and other obstacles to a short height of 25mm to 75mm, between the second week of March and the end of November (38 weeks) <b>ANNUALLY:</b> Rough areas – cut once to long height of 200mm in July/August.
Paths/Hard surfaces	In June and October apply herbicide to weeds from enclosed play areas. In November / December edge along paths to cut and remove overgrowing grass. 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.

**SITE TOTAL=**



### Stockport Avenue Cemetery



Paths/Hard surfaces	In June and October apply herbicide to weeds. In November / December edge along paths to cut and remove overgrowing grass. Remove all arisings to the approved tip. Raised beds to be weeded and mulch added twice yearly.
Hedge Maintenance	Trim all sides and tops of hedges between October and December. Remove all clippings to an approved refuse disposal site.
Shrub Maintenance	Prune in October/November to ensure healthy growth. Cut back undergrowth by ashes plots. Remove cuttings to an approved refuse disposal site. Pampas grass to be cut to below knee height in the Winter annually.
Earth removal	<b>ANNUALLY:</b> In June remove and dispose of earth/chalk spoil with agreement of Supervising Officer

**SITE TOTAL=**

### Centenary Pavilion Sports Pitches



Grass Cutting	<b>Cricket:</b> Outfield maintained to a short height of 10mm to 20mm, between 1 April to 30 September. 25mm to 50mm between 1 October to 31 March. <b>Football:</b> Maintain to a short height of 25mm to 50mm. <b>Rugby:</b> Maintain to a maximum medium height of 75mm to 125mm, between 16 August to 30 April. 25mm to 50mm between 1 May to 15 August. <b>Walking Rugby:</b> Maintain to a short height of 25mm to 50mm. <b>Non-pitch and all other sports field areas:</b> maintain to a short height of 25mm to 50mm.
Line Marking	All sports pitches to be marked during season's, every 2 weeks (5x5, 7x7, 9x9, 11x11, Rugby, and Walking Rugby). Extra may be required due to bad weather.
Pitch Maintenance	<b>ANNUALLY:</b> Verti-drain all pitches. Seed all pitches in key areas around goals and centre spots (cricket outfield only). All pitches to be rolled once a year (cricket outfield only) <b>TWICE YEARLY:</b> Fertiliser and herbicide treatment to be applied to Football, Rugby and Cricket (outfield only) <b>RUGBY:</b> Loaming to be carried out

**Specify amount of fertiliser per m<sup>2</sup> and type of seeds used=**  
**SITE TOTAL=**

## SUMMARY OF LOCATION SPECIFICATIONS

CODE	LOCATION	ACTIVITIES (See Appendices for individual sites)
AC	Recreation Road Cemetery	G. H. E. P. S
BD	Butterfield Down Estate	G. S. H
HP	Harvard Park	G. S. P. H.
LW	Lords Walk	G. S. L
BM	Bonnymead	G. H. P.
SE	Stonehenge Estate	G. P.
CY	St Mary & St Melor Churchyard	G.
ES	Estate Shelterbelt	T. G
FB	Fosters Bushes	T. G. S
KC	King Charles Sensory Garden	G. S. H
SC	Stockport Avenue Cemetery	H. S. P. E
AG	Archers Gate	G. P. S
TC	Town Centre (baskets/troughs)	F. W.
KG	Kings Gate	G. P. S. H
BW	Byway 20 Hedgerow	H, G
CP	Centenary Pavilion Sports Pitches	G. LM. PM
LF	Lynchets Field	G.
AP	Armistice Park	G
DG	Disc Golf Area	G

**WORK SHOULD BE SUSPENDED WHEN AN INTERMENT IS TAKING PLACE IN THE CEMETERIES AND CHURCHYARD**

## FORM OF TENDER

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

**To: The Town Clerk  
Amesbury Town Council  
The Bowman Centre  
Shears Drive  
Amesbury  
Wilts  
SP4 7XT**

Having examined the Conditions of Contract, and the Specifications for the performance of the above services we offer to carry out the said services in conformity therewith over a period of **THREE YEARS** for the annual sums specified below, or such other sums as may be ascertained in accordance with the said Tender Documents. Annual Sum to be invoiced in 12 equal monthly instalments.

**TENDER TOTAL PER ANNUM: £**

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

We understand you are not bound to accept the lowest or any tender you may receive, and you will not pay any expenses incurred by us in connection with the preparation and submission of this tender.

I/We declare:

- a) that we will not communicate to any person other than the Council the amount of any tender or proposed tender for these works in accordance with any agreement or arrangement so to communicate;
- 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".

## CERTIFICATE

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,

**WE CERTIFY THAT:**

1. The tenders submitted herewith are bona fide tenders intended to be competitive.
2. We have not fixed or adjusted the amount of tenders under or in accordance with any agreement or arrangement with any other person.
3. We have not done and we undertake that we will not do at any time before the hour specified for the return of the tenders any of the following acts:
  - a) communicate to a person other than the person calling for these tenders the amount or approximate amount of the proposed tenders (except where the disclosure, in confidence, of the approximate amount of the tenders was essential to obtain insurance premium quotations required for the preparation of the tenders);
  - b) enter into any agreement with any other person that he shall refrain from tendering or as to the amount of any tenders to be submitted; and
  - c) offer or pay or give or agree to give any sum of money or 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 tenders any act or thing of the sort described above.

In this Certificate:

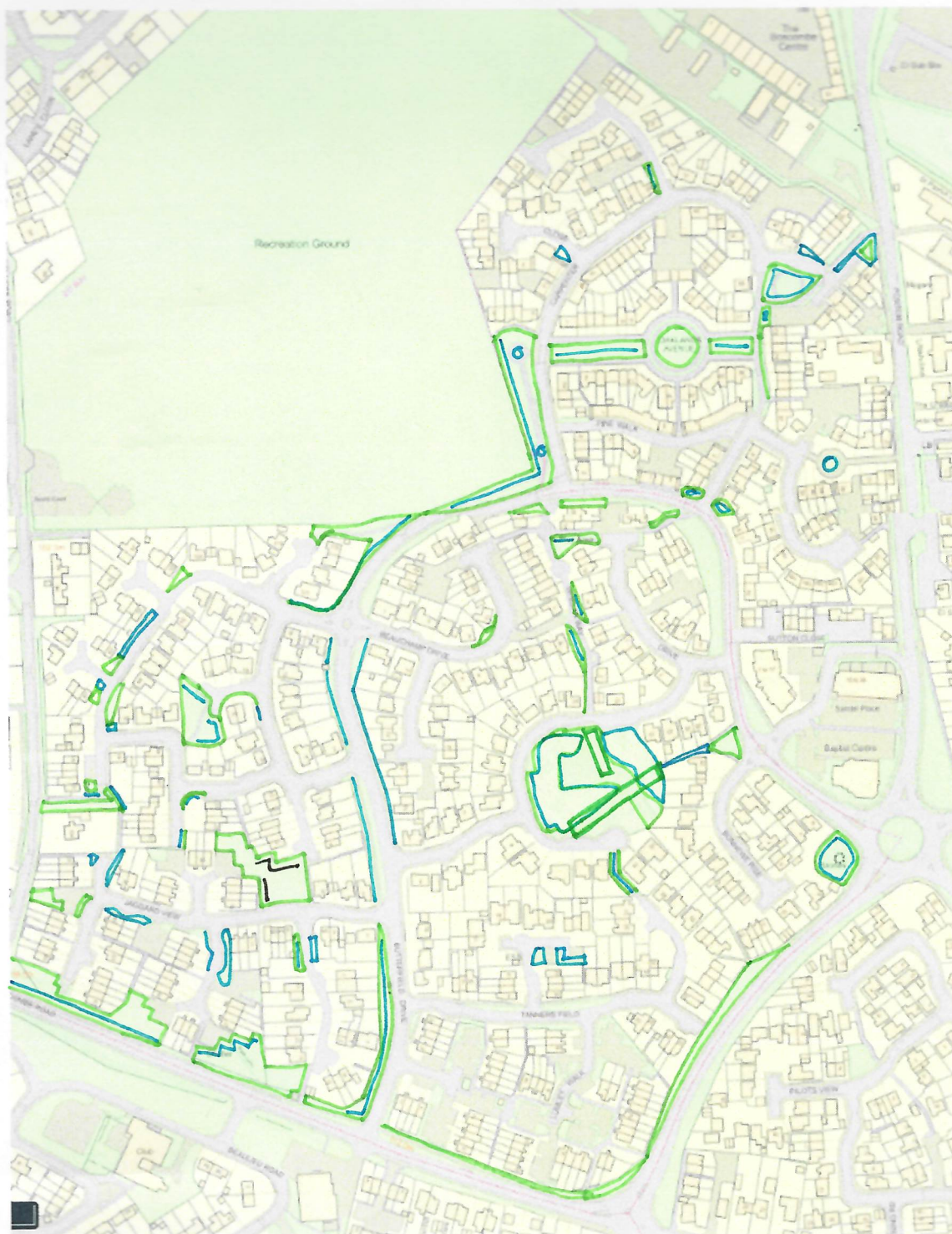
1. "Person" includes any person and any body or association, corporate or incorporate.
2. "Any agreement of arrangement" includes any transaction of the sort described above, formal or informal and whether legally binding or not.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_ 2025

**SIGNED** (as in tenders)  
duly authorised to sign for  
and on behalf of .....

.....





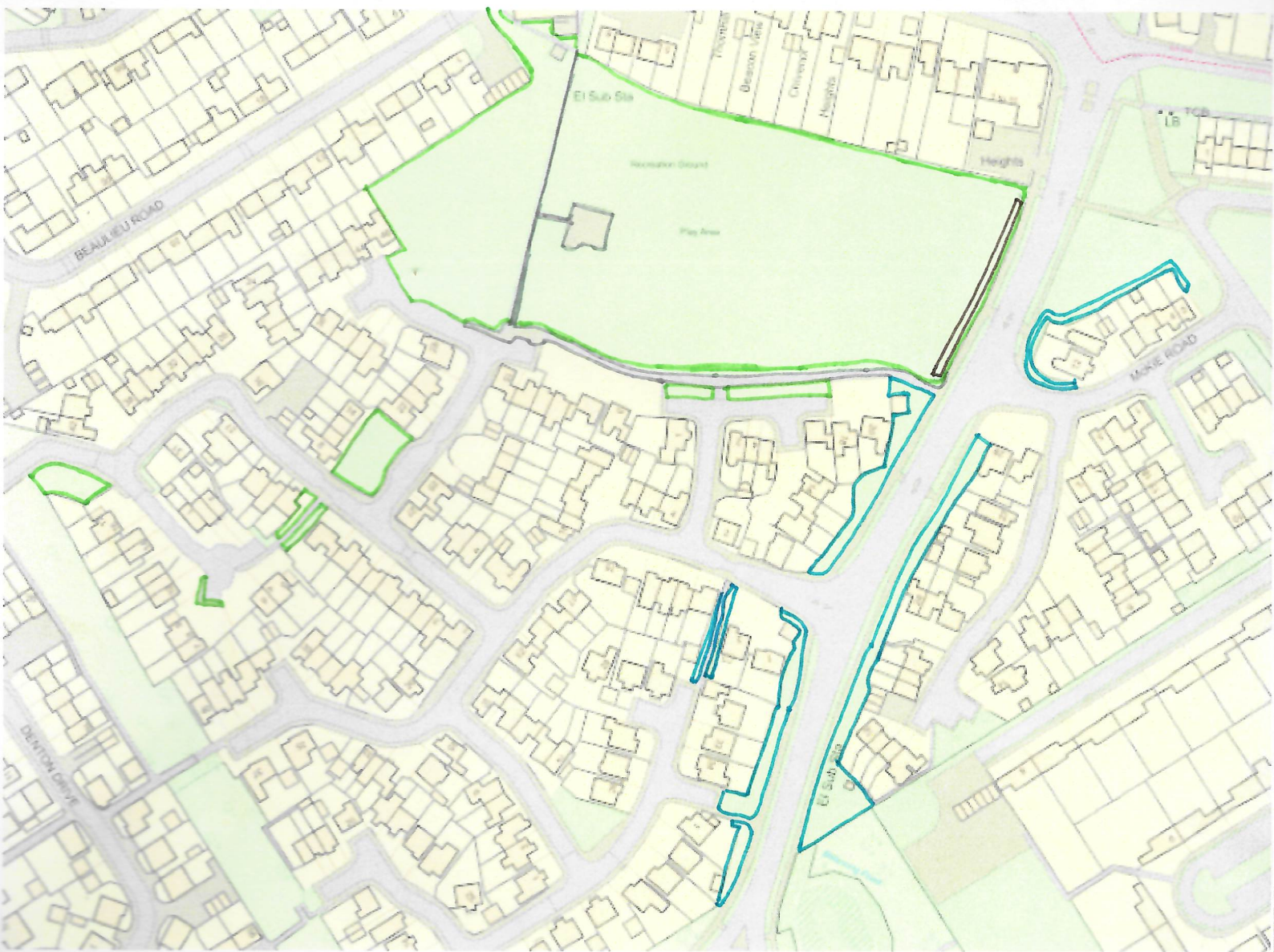
## Butterfield Estate (BD)

Grass Area	
Shrub Maintenance	
Hedge / Boundary Shrub	





## Fosters Bushes (FB)

Grass Area	
Shrub Maintenance	
Tree Maintenance	

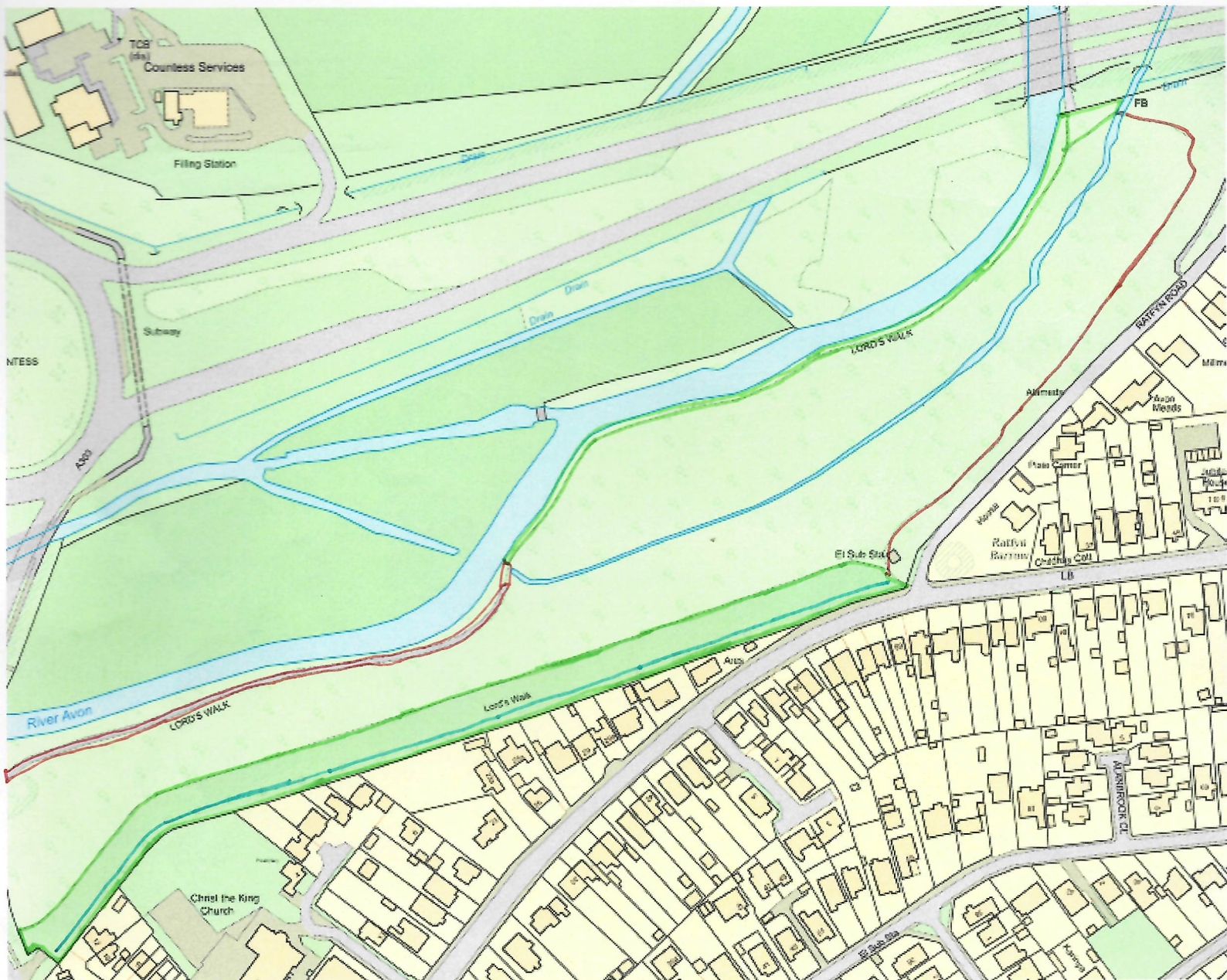







Harvard Park (HP)

Grass Area	
Shrub Maintenance	
Paths & Hard Surfaces	
Hedge / Boundary Shrub	

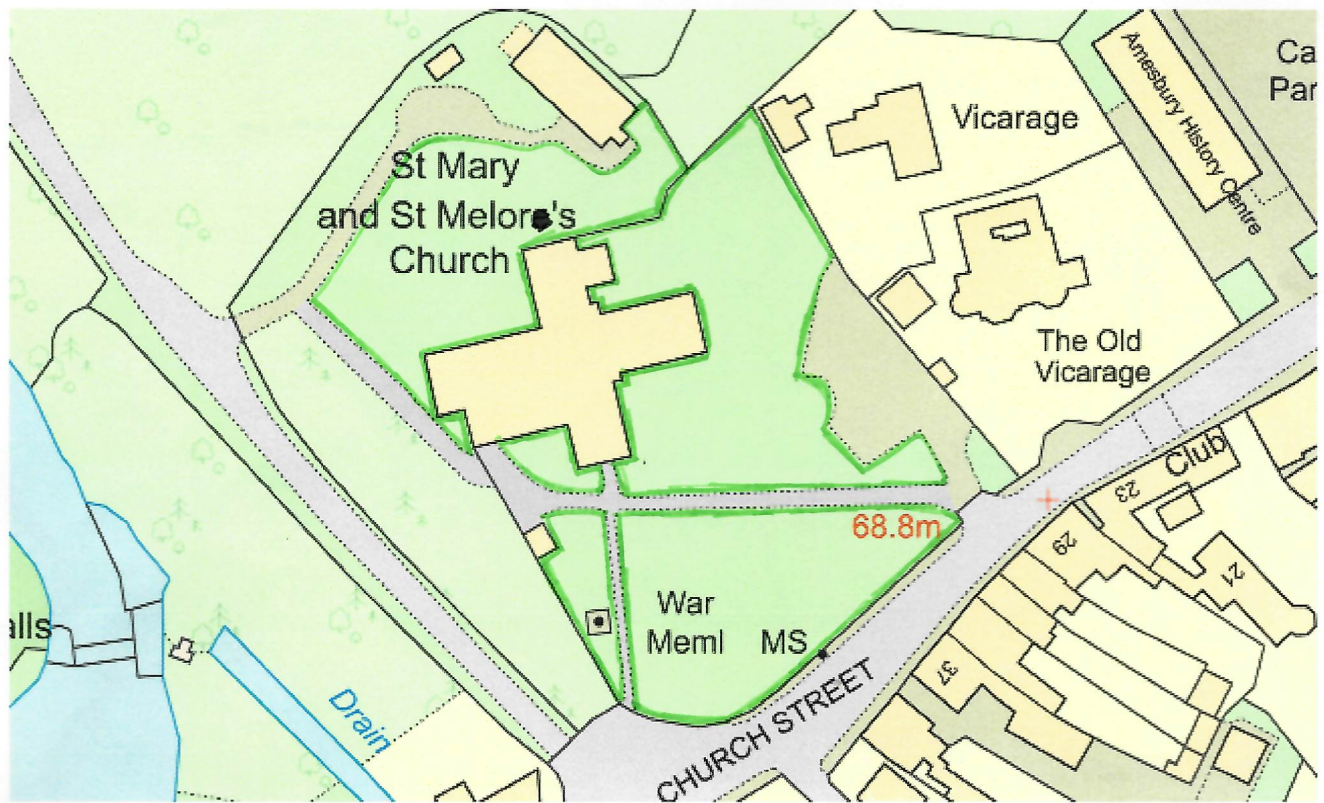




Lords Walk (LW)

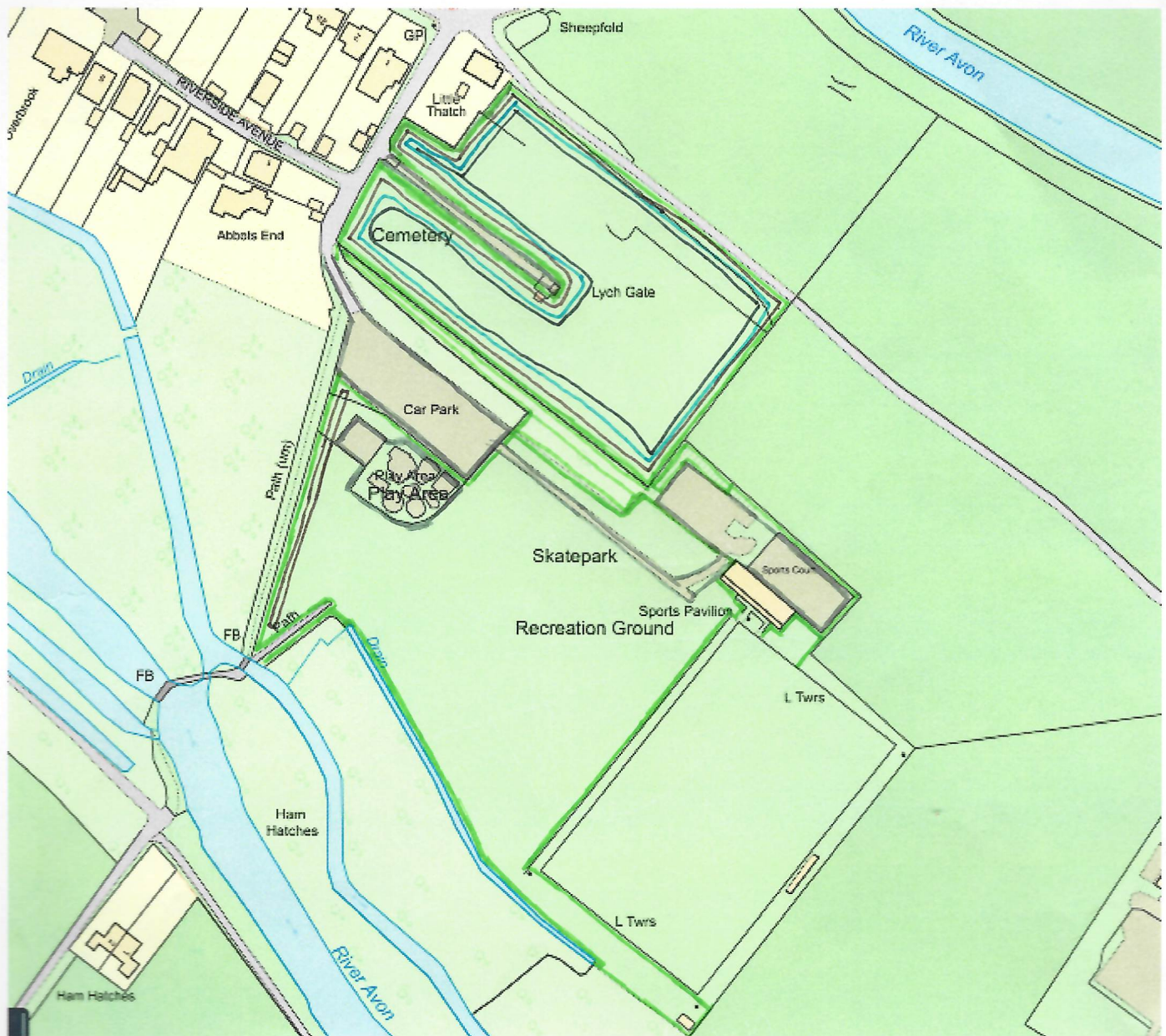
Grass Area	
Shrub Maintenance	
Leaves Clearance	





St Mary & St Melor Churchyard (CY)

Grass Area



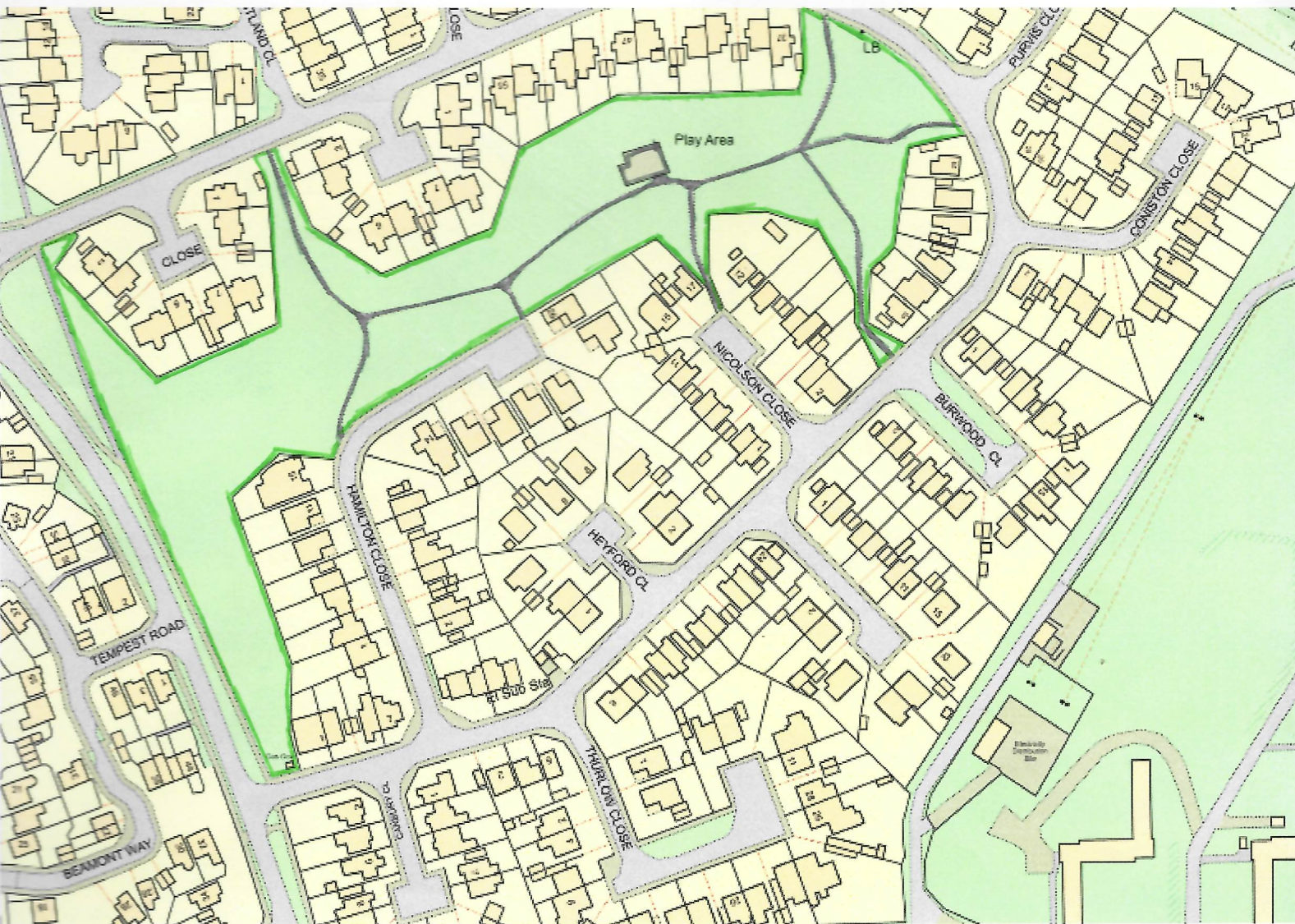
Bonnymead (BM)

Grass Area	
Hedge / Boundary Shrub	
Path & Hard Surfaces	



Recreation Road Cemetery (AC)

Grass Area	
Shrub Maintenance	
Tree Maintenance	
Path & hard Surfaces	
Hedge / Boundary Surfaces	

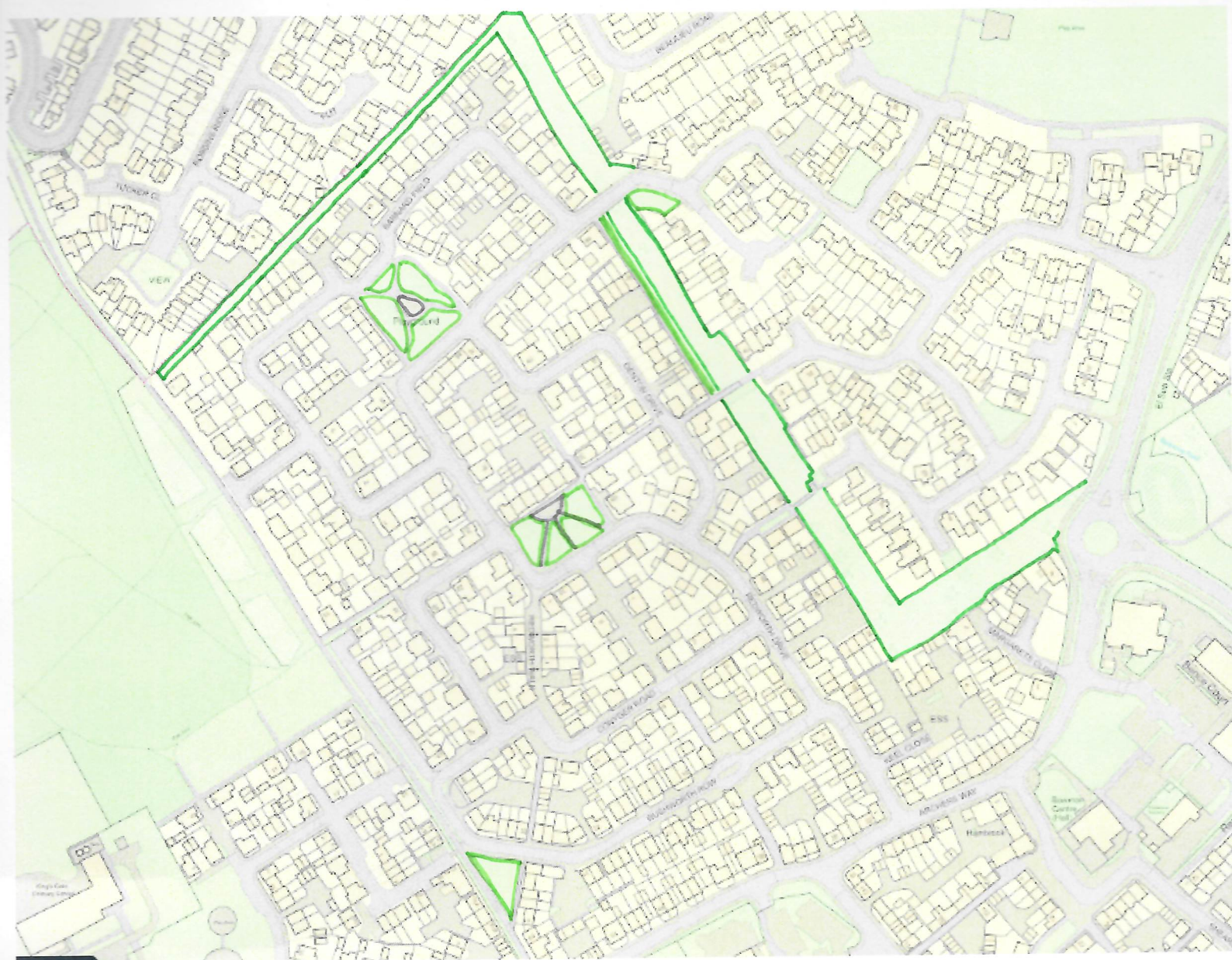




Stonehenge Estate (SE)

Grass Area	
Path & Hard Surfaces	





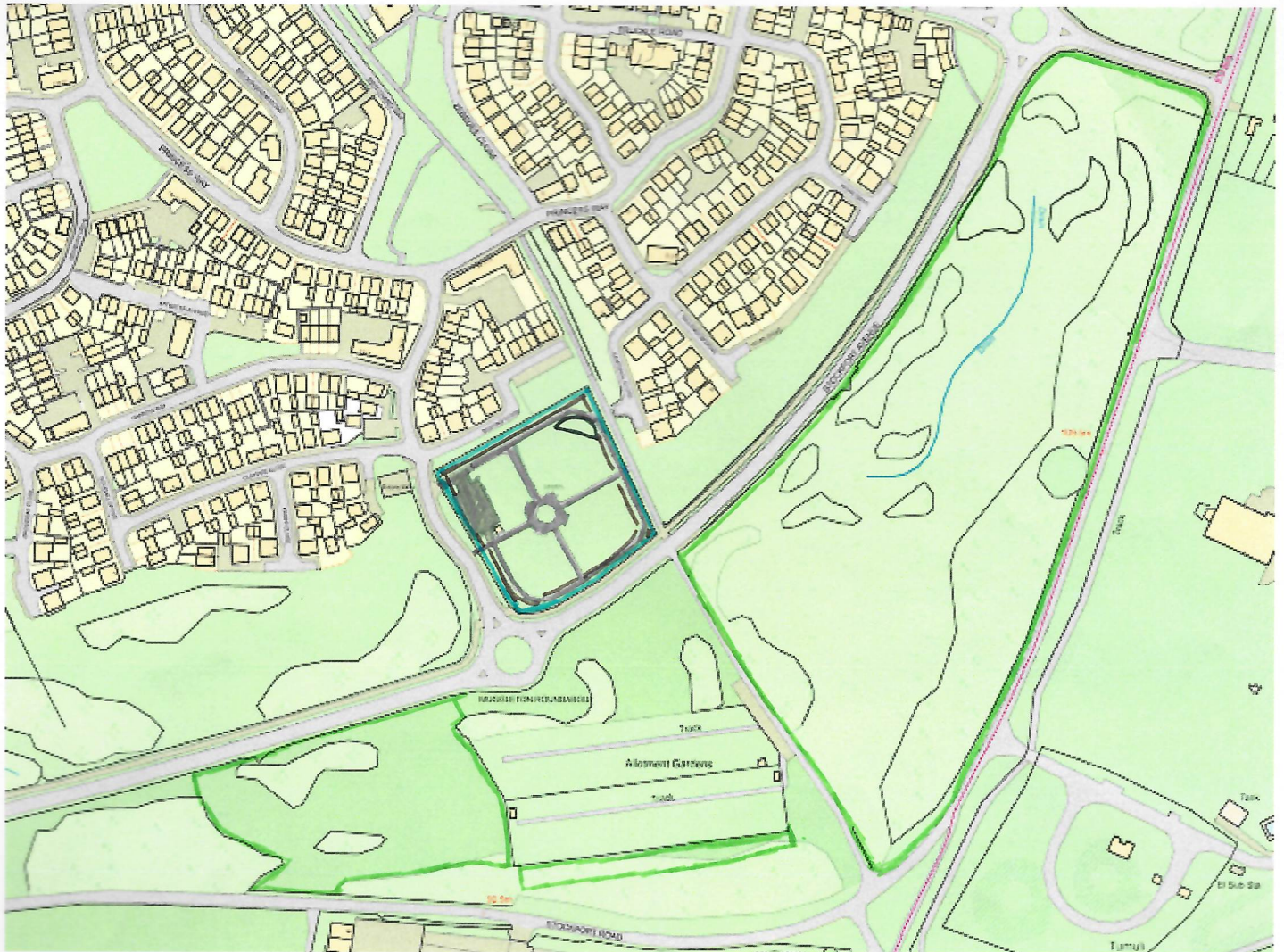
## Estate Shelterbelt (ES)

Grass Area	
Tree Maintenance	

## Archers Gate (AG)

Grass Area	
Path & Hard Surfaces	





Disc Golf Area (DG)

Grass Area	
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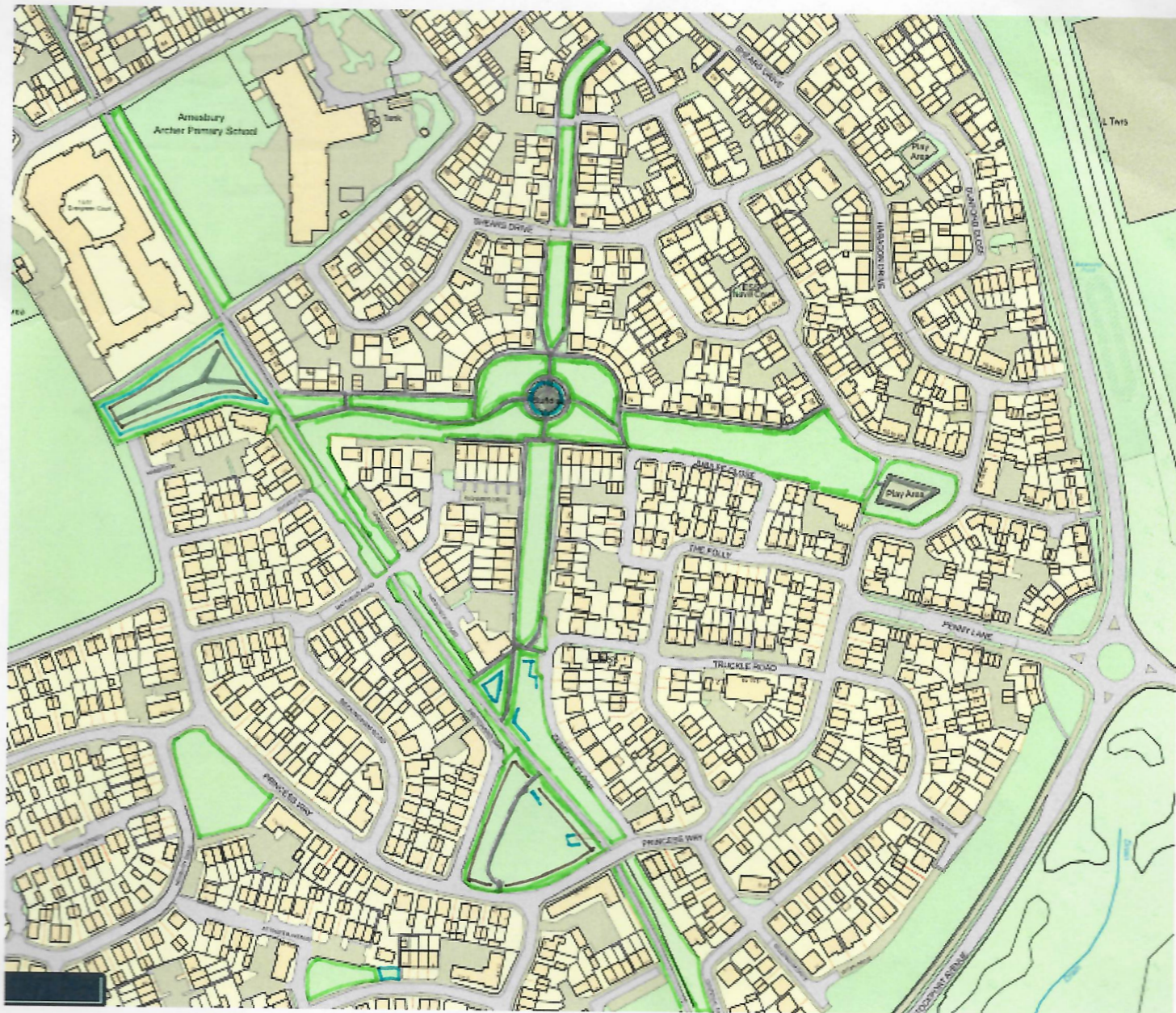
Stockport Cemetery (SC)

Shrub Maintenance	
Hedge / Boundary Shrub	
Path & Hard Surfaces	
Earth Removal	















Kingsgate (KG)

Grass Area	
Shrub Maintenance	
Path & Hard Surfaces	



King Charles Sensory Garden (KC)

Grass Area	
Hedge / Boundary Shrub	
Shrub Maintenance	





Kingsgate (KG)

Grass Area	
Path & Hard Surfaces	





#### Centenary Pavilion Sports Pitches (CP)

Grass Area	
Line Marking	
Pitch Maintenance	

#### Kingsgate (KG)

Grass Area	
Shrub Maintenance	
Path & Hard Surfaces	

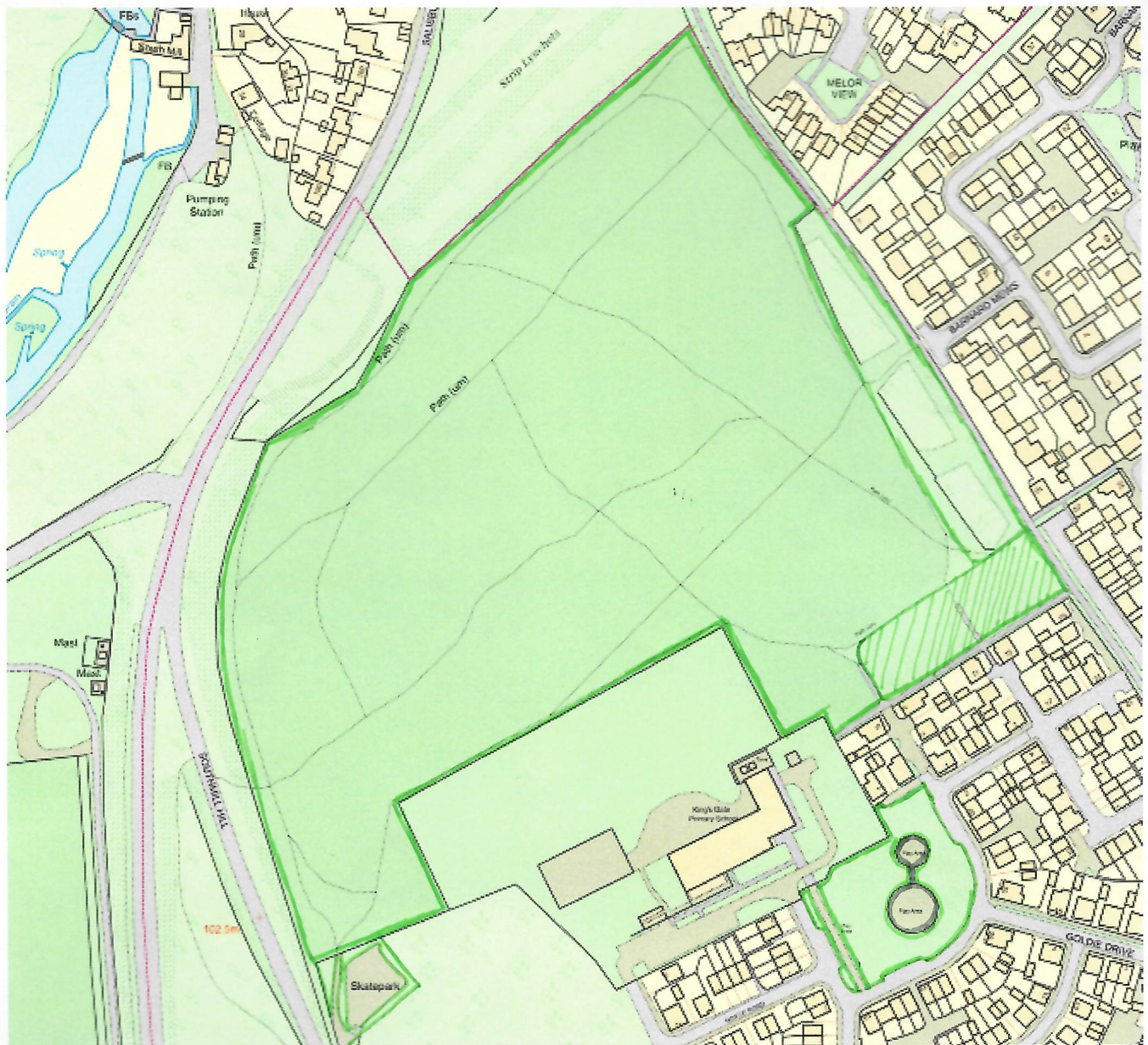
#### King Charles Sensory Garden (KC)

Grass Area	
Hedge / Boundary Shrub	
Shrub Maintenance	









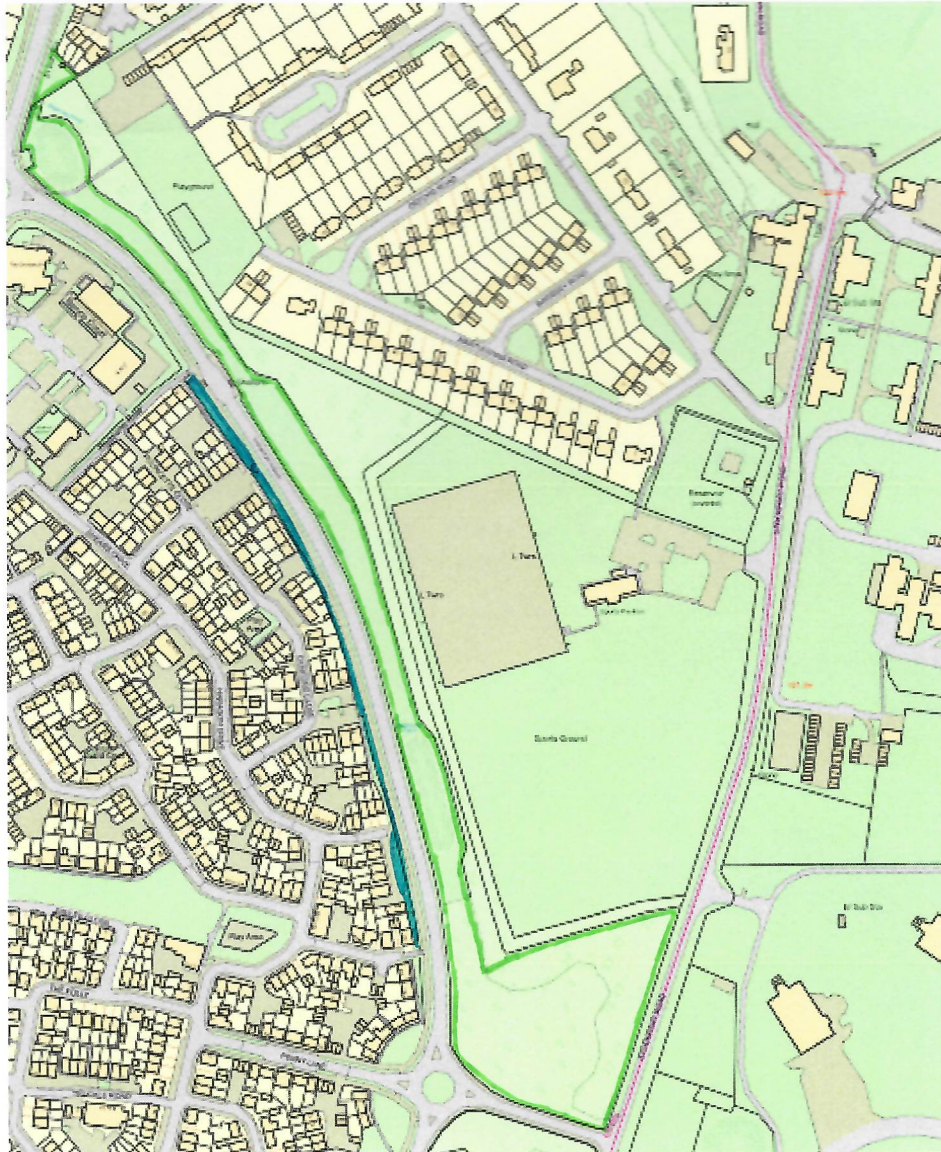
Lynchets Field (LF)

Grass Area	
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Kingsgate (KG)

Grass Area	
Path & Hard Surfaces	





Armistice Park (AP)

Grass Area



Archers Gate (AG)

Shrub Maintenance

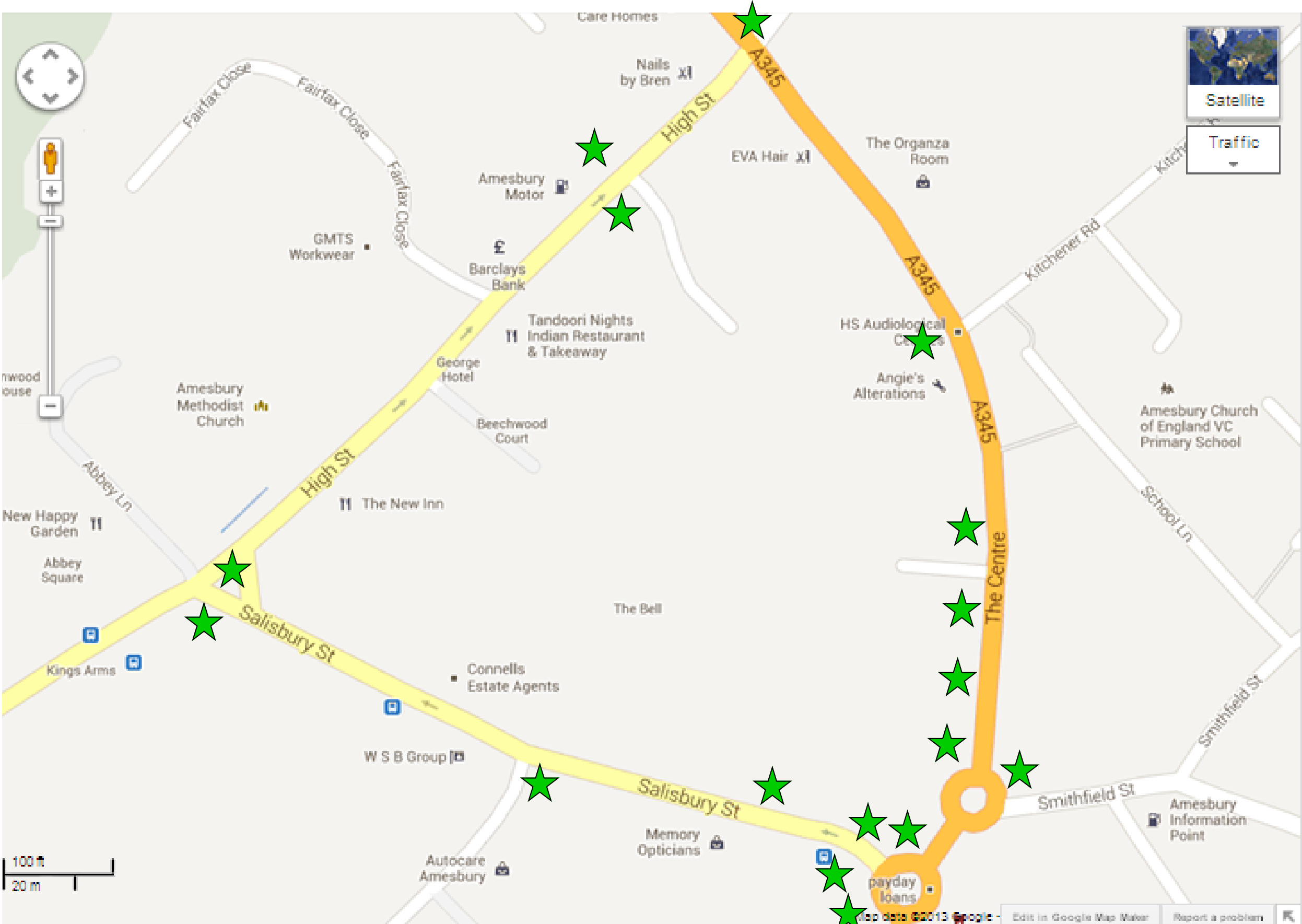




Archers Gate (AG)

Grass Area	
Hedge Maintenance	





★ Flower Troughs



# Amesbury Town Council

The Bowman Centre, Shears Drive, Amesbury, SP4 7XT  
Telephone 01980 622999  
Email: [Townclerk@amesburytowncouncil.co.uk](mailto:Townclerk@amesburytowncouncil.co.uk)



## GROUND'S MAINTENANCE

### QUESTIONNAIRE: EXPRESSIONS OF INTEREST in the above CONTRACT

#### Please complete the following:

#### 1. Defined Terms:

- 1.1. The "Authority" means Amesbury Town Council.
- 1.2. "You"/ "Your" or "Supplier" means the body completing these questions **i.e. the legal entity seeking to be invited to the next stage of the procurement process and responsible for the information provided.**
- 1.3. This Questionnaire has been designed to assess the suitability of a Supplier to deliver the Authority's contract requirements.
- 1.4. Please ensure that all questions are completed in full, and in the format requested. Failure to do so may result in your submission being disqualified. If the question does not apply to you, please state clearly 'N/A'.
- 1.5. Should you need to provide additional Appendices in response to the questions, these should be numbered clearly and listed as part of your declaration. A template for providing additional information is provided at the end of this document.

Please return a completed version of this document to:

<b><i>Named Procurement Officer</i></b>	Mrs. Sarah J Tucker Town Clerk
<b><i>Name Of Contracting Authority</i></b>	Amesbury Town Council
<b><i>Contact E-Mail Address</i></b>	<a href="mailto:townclerk@amesburytowncouncil.gov.uk">townclerk@amesburytowncouncil.gov.uk</a>
<b><i>Postal Address</i></b>	The Bowman Centre, Shears Drive, Amesbury, SP4 7XT
<b><i>Deadline For Receipt Of Expressions Of Interest</i></b>	2nd January 2025

#### 2. Verification of Information Provided

Whilst reserving the right to request information at any time throughout the procurement process, the Authority may enable the Supplier to self-certify that there are no mandatory/ discretionary grounds for excluding their organisation. Evidence is requested showing that the Supplier can meet the specified requirements.

### 3. Confidentiality

- 3.1. When providing details of contracts in answering section 9 of this questionnaire (Technical and Professional Ability), the Supplier agrees to waive any contractual or other confidentiality rights and obligations associated with these contracts.
- 3.2. The Authority reserves the right to contact the named customer contact in section 9 regarding the contracts included in section 9. The named customer contact does not owe the Authority any duty of care or have any legal liability, except in respect of any deceitful or maliciously false statements of fact.
- 3.3. The Authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the Public Contracts Regulations.

### 4. Supplier information

4.1 Supplier details		Answer	
Full name of the Supplier completing the questionnaire.			
Please mark 'X' in the relevant box to indicate your trading status	i. a public limited company	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	i. a limited company	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	i. a limited liability partnership	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	i. other partnership	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	i. sole trader	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	i. other (please specify)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Please mark 'X' in the relevant boxes to indicate whether any of the following classifications apply to you	i. Voluntary, Community and Social Enterprise (VCSE)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	i. Small or Medium Enterprise (SME) <sup>1</sup>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4.2 Contact details			
Supplier contact details for enquiries			
Name			
Postal Address			

<b>Country</b>		
<b>Phone</b>		
<b>Mobile</b>		
<b>E-mail</b>		
<b>4.3 Licensing and registration (please mark 'X' in the relevant box)</b>		
<b>4.3.1</b>	Registration with a recognised professional body	<input type="checkbox"/> Yes <input type="checkbox"/> No  If Yes, please provide the registration number and details in this box.

## 5. **Conflicts of interest**

The Authority may exclude a Supplier if there is a conflict of interest.

## 6. **Taking Account of Bidders' Past Performance**

The Authority will assess the past performance of a Supplier. The Authority will take into account any failure to discharge obligations under the previous principal relevant contracts of the Supplier completing this questionnaire. The Authority may also assess whether specified minimum standards for reliability for such contracts are met especially at key stages in the procurement process (i.e. Supplier selection, tender evaluation, contract award stage etc.). Suppliers may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

## 7. **Economic and Financial Standing**

If you have never previously worked for this Authority before please provide the following details

<b>7.</b>	<b>FINANCIAL INFORMATION</b>
<b>7.1.</b>	A copy of the audited accounts for the last year

## 8. **Technical and Professional Ability**

Further evidence may be requested to confirm statements made in this section prior to award of the contract.

8	<b>Relevant experience and contract examples</b>			
	<p>Please provide details of up to <u>three</u> contracts, in any combination from either the public or private sector, that are relevant to the Authority's requirement.</p> <p>The named customer contact provided should be prepared to provide written evidence to the Authority to confirm the accuracy of the information provided below. It is the duty of the potential supplier to confirm this willingness with their customer before entering their name on this section 8.</p>			
		Contract 1	Contract 2	Contract 3
8.1	<b>Name of customer organisation</b>			
8.2	<b>Point of contact in customer organisation</b>			
	<b>Position in the Organisation</b>			
	<b>E-mail address</b>			
8.3	<b>Contract start date</b>			
	<b>Contract completion date</b>			
	<b>Estimated Contract Value</b>			
8.4	<b>In no more than 500 words, please provide a brief description of the contract delivered including evidence as to your technical capability in this market.</b>			
8.5	<b>If you cannot provide at least one example for questions 4.1 to 4.3, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up.</b>			

## 9. Insurance

10.1.	Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:  Employer's (Compulsory) Liability Insurance = £10M  Public Liability Insurance = £5M	<input type="checkbox"/> Yes <input type="checkbox"/> No
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## 10. Compliance with equality legislation

Please self-certify that you comply with current Equality Legislation

## 11. Environmental Management

Please self-certify that you comply with current Environmental Legislation

## 12. Health and Safety

Please self-certify that you comply with current Health and Safety Legislation

## 13. Declaration

I declare that to the best of my knowledge the answers submitted to these questions are correct. I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement, and I am signing on behalf of:

..... (Insert Name of Supplier).

I understand that the Authority may reject my submission if there is a failure to answer all relevant questions fully or if I provide false/misleading information. I have provided a full list of any Appendices used to provide additional information in response to questions.

I also declare that there is no conflict of interest in relation to the Authority's requirement. The following appendices form part of our submission;

Questionnaire Section	Appendix Number

QUESTIONNAIRE COMPLETED BY	
Name	
Role in organisation	
Date	
Signature	

**Questionnaire – Template for Appendices**

Appendix Number -
Questionnaire section -
Question number -