

# Downham Market Town Council



## Grounds Maintenance

01 November 2026 – 31 October 2031

## Tender Document

Claire Dornan

Town Clerk

6 Market Place

Downham Market

PE38 9DE

Telephone – 01366 387770

Email – [info@downhammarkettc.co.uk](mailto:info@downhammarkettc.co.uk)

# Contents

1. Invitation to tender
2. Standard contract conditions
3. Specification of works
4. Notes to contractors
5. Tender form
6. Evaluation/References

## Timetable

Tender is advertised and emailed to selected companies	<b>21 April 2026</b>
Tender period (minimum 30 days)	<b>21 April – 22 May 2026</b>
Deadline for tender questions/site visits  Bidders can visit the sites by mutual agreement  All visits are during working days  Avoid weekends and 4 May 2026 (Bank Holiday)	<b>21 April – 11 May 2026</b>
Tender submissions deadline	<b>22 May 2026 – 4pm</b>
Full Council reviews and evaluates Tenders	<b>14 July 2026</b>
Applicants notified of outcome	<b>15 July 2026</b>
Date of commencement of contract	<b>01 November 2026</b>
Date of completion of contract	<b>31 October 2031</b>

## 1. Invitation to Tender

1.1 Downham Market Town Council (“The Council”) hereby invites tenders for the carrying out Grounds Maintenance contract in accordance with the documents attached, which comprise

- Invitation to tender
- Standard contract conditions
- Schedule of works
- Tender form
- Evaluation

1.2 The price submitted must include the rate for carrying the contract for the duration of the contract term. Payment will be made monthly in equal parts over the term of the contract.

1.3 Prospective contractors should ensure that they are completely familiar with the nature and extent of the obligations to be accepted by them if their tender is accepted. Winter planting to take place within 2 weeks of contract being awarded.

1.4 Prospective contractors should be located within 50 miles of Downham Market. This will be assessed by the correspondence address of the Head Office of the company.

1.5 Any queries regarding the interpretation of any part of the contract documents should be addressed to the Town Clerk by no later than 11<sup>th</sup> May 2026

1.6 Tenders shall be submitted ONLY on the attached form.

1.7 Prospective contractors should note that the Council is not bound to accept the lowest, or any tender. The Council’s decision is final, and no correspondence will be entered into regarding the reasons why a tender has been rejected.

1.8 The successful tender together with the Council’s written acceptance shall form a binding agreement in the terms of the tender document.

1.9 If having examined the documents you wish to submit a tender you should:

- a) Fully complete and return the tender form with any accompanying documents to The Town Council offices at 6 Market Place, Downham Market PE38 9DE.
- b) Ensure that the sealed package containing the tender is clearly marked “Tender for Grounds Maintenance Contract” on the outside.

## **2. Standard Contract Conditions**

“The Officer” will be the Town Clerk

### **Quality**

The standard of work must be of the highest standard and shall conform to all relevant British Standards and specifications and Codes of Practice.

### **Payment to Contractor**

The Contractor will submit invoice on completion of the works.

Payment will be paid within 30 days of receipt of the invoice, only following a satisfactory inspection by the Town Clerk. Payment will be made by electronic payment. Under no circumstances will payment be made in cash.

### **Termination of Contract**

Either party may terminate the contract, without reason, in writing with email being acceptable, giving no less than four months’ notice to the other party.

### **Insurance**

The contractor is required to have a minimum of £5,000,000 public liability insurance for contracts.

A current Certificate of Public Liability and Employers Insurance to this effect must be provided to the Town Clerk prior to the commencement of the contract and annually thereafter.

The contractor shall indemnify the Council against any claim or proceedings for any injury or damage to any property or persons or animals as a result of negligence, poor quality of work, poor construction quality, poor handiwork or failure to notify the Council of any action likely to cause injury or damage to a third party.

### **Health and Safety**

The contractor shall accept full responsibility for compliance with all relevant Health and Safety legislation and regulations associated with the work in this document. Risk assessments shall be provided prior to the commencement of the work.

### **Sustainability**

Sustainable materials shall be used wherever possible, with preference given to responsibly sourced, recycled, or low environmental impact products. No peat-based products are permitted under this contract.

The Contractor shall also ensure that:

- Materials are sourced in a manner that minimises environmental impact and supports sustainable supply chains.
- Waste is reduced wherever practicable, with reuse and recycling prioritised over disposal.
- The use of single-use plastics is minimised wherever possible.

- Fuel consumption and emissions are reduced through efficient working practices and well-maintained equipment.
- Water usage is kept to a minimum and managed efficiently.
- Any timber or wood-based products are sourced from certified sustainable sources (e.g. FSC or equivalent).
- Biodiversity is protected and, where possible, enhanced during the delivery of the contract.

### **Pesticide Use**

The use of pesticides shall be kept to an absolute minimum and only applied where no viable alternative control methods are available. All pesticide applications must comply with current legislation, industry best practice, and manufacturer guidelines. Contractors must ensure that only approved products are used and that applications are carried out by suitably qualified personnel. Records of all pesticide use, including product details, quantities, locations, and dates of application, must be maintained and made available upon request.

### **Control of Substances Hazardous to Health (COSHH)**

The Contractor shall comply fully with the Control of Substances Hazardous to Health Regulations 2002 (as amended). All substances hazardous to health used in the execution of this contract must be subject to a suitable and sufficient COSHH assessment prior to use.

The Contractor shall ensure that:

- Appropriate control measures are implemented to prevent or adequately control exposure to hazardous substances.
- Safety Data Sheets (SDS) for all hazardous substances are maintained and made available upon request.
- All operatives are suitably trained, informed, and competent in the safe use, handling, storage, and disposal of such substances.
- Suitable personal protective equipment (PPE) is provided and used where required.
- All substances are stored, transported, and disposed of in accordance with legal requirements and best practice.

Records of COSHH assessments and related documentation must be kept up to date and available for inspection at all times.

### **Waste**

Waste Transfer Notes will be required for the disposal of all waste generated by the execution of this contract.

The Contractor shall ensure that:

- All waste is managed, stored, transported, and disposed of in accordance with the Environmental Protection Act 1990 and all relevant regulations.

- Waste is segregated at source wherever practicable to maximise reuse and recycling opportunities.
- The waste hierarchy (reduce, reuse, recycle) is followed at all times.
- Only licensed waste carriers and authorised disposal facilities are used.
- Duty of Care documentation is completed, retained, and made available for inspection upon request.
- Hazardous waste is identified, handled, and disposed of in accordance with applicable legislation.
- Sites are kept clear of waste and debris, and all arisings are removed promptly.

### **Sub-contracting**

Any sub-contractor used must comply with the following contractual requirements:

- All sub-contractors are competent, suitably qualified, and experienced to undertake the works.
- Sub-contractors comply fully with all terms and conditions of this contract.
- The Contractor remains fully responsible and liable for the acts, omissions, and performance of any sub-contractor.
- Appropriate insurance cover is in place for all sub-contracted works.
- All relevant health and safety, environmental, and statutory requirements are adhered to.

### **Added Value**

Tenderers are invited to provide details of any added value that your proposal offers beyond the specified requirements. This may include, but is not limited to:

- Innovative approaches or solutions that improve efficiency, quality, or outcomes.
- Additional services, resources, or support that enhance the overall delivery.
- Measures that contribute to sustainability, social value, or community benefits.
- Opportunities for training, knowledge transfer, or capacity building for our team.
- Cost savings, operational efficiencies, or other tangible benefits.

Please clearly describe any added value, including how it will be delivered, the expected benefits, and any associated costs or commitments. Information provided will be considered as part of the evaluation criteria.

## **NOTES TO CONTRACTORS**

Attention is drawn to the Standard Contract Conditions. Contractors are advised to carefully read all documentation.

The prices to be included are to the full inclusive value of the work described, liabilities and obligations but EXCLUDING VAT (if applicable).

No alteration of the text of the Tender Form is to be made by the contractor. Should any alteration, amendment, note or addition be made, the same will not be recognised and the reading of the printed Schedule will be adhered to.

A regular inspection will be carried out by the Town Clerk throughout the period of the contract to ensure the work is completed in accordance with the Specification of Works.

Invoices presented for payment must include a schedule of the work completed including the dates of the work.

Contractors are asked to contact the Town Clerk if any clarification is required.

### **Access, Working Hours and Site Management**

#### **Access**

- The Contractor shall ensure that access to the site is coordinated with the Town Council and does not impede public use or create safety hazards.
- Any temporary site access restrictions, or disruption to the public must be communicated in advance and approved by the Town Clerk, Downham Market Town Council.
- Contractors must take care to protect existing infrastructure, boundaries, and adjacent properties during all works.

#### **Working Hours**

- Routine maintenance shall be carried out during the agreed standard working hours unless otherwise authorised.
- Emergency works (e.g., ice clearance, storm damage) may require work outside normal hours but must be communicated to the Town Council as soon as practicable.
- Noise, vibration, and other disturbances should be minimised, particularly during sensitive times (e.g., early morning, weekends, or public events).

#### **Site Management**

- The Contractor shall maintain a clean and safe site at all times, ensuring tools, equipment, and waste do not pose hazards to the public or staff.
- Signage, barriers, or other safety measures must be used where necessary to protect staff, the public, and property.
- All staff must behave professionally, wear appropriate PPE, and follow site-specific safety rules.

- Any damage to council property, third-party property, or the environment must be reported immediately and rectified at the Contractor's expense.
- The Contractor shall liaise with the Council regularly to update on progress, issues, or changes to scheduled works.

### **Weather and Delay Management**

- The Contractor shall plan and carry out works with due consideration for weather conditions, ensuring that operations are safe and do not cause damage to surfaces, plants, or property.
- In the event of adverse weather (e.g., heavy rain, frost, snow, high winds, or extreme temperatures) that prevents safe or effective working, the Contractor shall suspend operations until conditions improve.
- Any delays caused by weather or other unforeseen circumstances must be communicated to the Town Clerk, Downham Market Town Council as soon as possible, along with revised timelines or mitigation proposals.
- The Contractor shall take all reasonable steps to minimise disruption or delay, including rescheduling work or adjusting methods where appropriate.
- No additional payment will be made solely for delays caused by weather unless otherwise agreed in writing.
- Emergency response work (e.g., gritting icy surfaces or removing fallen trees) must be prioritised to maintain public safety, even in adverse conditions.

### **Site Supervision and Communication**

The Contractor shall nominate a dedicated Project Manager or Supervisor who will be responsible for the management and coordination of all works across all locations. This individual will act as the primary point of contact for the Town Clerk, Downham Market Town Council, and will be available to address queries, report progress, and coordinate any issues arising across the contract area.

The nominated manager shall:

- Ensure that all work is carried out in accordance with the contract specification, health and safety requirements, and agreed schedules at each location.
- Communicate promptly with the Council regarding progress, delays, incidents, or changes to planned works.
- Supervise staff, sub-contractors, and operatives to maintain high standards of performance, safety, and professionalism across all sites.
- Maintain accurate records for all locations, including daily logs, health and safety documentation, and waste or chemical usage.

### **Defects**

The Contractor shall be responsible for rectifying, at no additional cost to the Council, any defects, omissions, or deficiencies in the standard of work identified during the agreed defects period following completion of each phase of works.

- For a five-year contract, the defects period shall apply to each annual cycle or planting/establishment period as appropriate.
- Replacement or repair of plants, turf, or landscaping elements that fail to establish within the first growing season must be undertaken promptly.
- All maintenance, gritting, spraying, or pressure washing work must meet the quality standards throughout the duration of the contract.

### **Method Statement**

The Contractor shall provide a detailed method statement prior to commencing any works under this contract.

The method statement must set out the planned sequence of operations for all activities, including planting, spraying, gritting, and pressure washing, and demonstrate how health and safety, environmental protection, and quality standards will be maintained. It must include risk assessments, COSHH compliance for hazardous substances, waste management procedures, use of sustainable materials, and arrangements for supervision and communication.

The method statement shall be approved by the Town Clerk, Downham Market Town Council, and any subsequent changes must be notified and agreed in writing.

### 3. Scope of Works

#### Explanation of Tasks

- **Litter Picking** – Regular removal of litter and rubbish from all designated areas to maintain cleanliness and public safety.
- **Weed Control** – Removal or suppression of unwanted plants, using mechanical, chemical (where approved), or manual methods, to protect landscaped and hard surface areas.
- **Grass Cutting and Strimming** – Mowing grass to an agreed height and using strimmers to trim edges, slopes, and inaccessible areas to maintain tidy lawns and verges.
- **Pruning** – Trimming and shaping trees, shrubs, and plants to promote healthy growth, remove dead or diseased branches, and maintain safety and aesthetics.
- **Gardening** – General horticultural maintenance including planting, mulching, deadheading flowers, and maintaining soil health.
- **Sweeping of Car Park Kerbed Areas** – Manual or mechanical removal of debris, leaves, and dirt from kerbs, walkways, and paved areas in car parks.
- **Jet Washing** – High-pressure cleaning of hard surfaces, footpaths, paved areas, and other suitable infrastructure to remove dirt, algae, moss, or grime.
- **Summer and Winter Planting** – Seasonal planting of flowers, shrubs, and other plants to enhance visual appeal and biodiversity.
- **Hedge Cutting** – Trimming and shaping hedges to maintain healthy growth, structural integrity, and aesthetic appearance.
- **Watering** – Ensuring plants, trees, and landscaped areas receive adequate water, particularly during dry periods or following new planting.
- **Removal of Debris** – Clearing and disposing of green waste, fallen branches, leaves, and other organic or non-organic debris generated from grounds maintenance activities.
- **Flailing** – Use of a flail mower or similar equipment to cut long grass, brambles, or rough vegetation in open areas, embankments, or verges.

#### Site Details

- Town Council Office & Town Square – 06 Market Place, Downham Market, Norfolk PE38 9DE
- Town Hall & Town Hall Car Park– Bridge Street, Downham Market, Norfolk PE38 9DW
- Jubilee Community Centre & land – 106 Howdale Road, Downham Market, Norfolk PE38 9AH
- Paradise Road Car Park & A T Johnson Garden– Paradise Road, Downham Market, Norfolk PE38 9HS
- Priory Road Car Park - 30 Priory Road Downham Market Norfolk PE38 9JS
- Hollies Car Park including Miss Coe’s Garden, No.1 & No.2 car park & bus shelter – Off Bridge St, Downham Market, PE38 9DP

- Stone Cross Memorial - Adjacent to the A10, near Stonecross Lane / Hoskins Joinery, Downham Market.
- War Memorial -At the junction of London Road and Church Road PE38 9AP
- War Memorial & Memorial Garden -Memorial Playing Field Lynn Road Downham Market PE38 9QE
- Town Entrance 1 - Bexwell Road, Downham Market, Norfolk PE38 9LS, On junction with Howdale Road
- Town Entrance 2 – London Road, Downham Market, Norfolk PE38 9AZ
- Town Entrance 3 – Lynn Road, Downham Market, Norfolk PE38 9QZ
- Town Entrance 4 – Bridge Road, Downham Market, Norfolk PE38 9EP

### **Schedule of Works**

The Contractor shall carry out the following works at all sites specified in the contract according to the frequencies outlined:

**Weekly:** Litter picking shall be undertaken across all sites, including planters, benches, and car parks. Weed control shall be carried out on pathways, planting beds, and car park kerbs, using manual or approved chemical methods where permitted. Grass cutting and strimming shall be carried out at all grassed areas, including verges, open spaces, and inaccessible areas, to maintain a tidy and safe environment. Watering of all planters and beds shall be undertaken for approximately 30 weeks of the year, and additionally during dry spells to maintain plant health. Sweeping of car park kerbed areas shall also be completed weekly.

**Monthly:** Pruning of shrubs and small trees shall be carried out to promote safe growth and maintain appearance. General gardening tasks, including mulching, deadheading, and maintenance of beds and planters, shall be completed. Removal of debris shall take place across all sites, including waste generated from jet washing and fallen leaves.

**Quarterly:** Jet washing of hard surfaces shall be carried out at the Town Square, Town Hall, and associated benches, as currently specified.

**Six-Monthly (March and September):** Hedge cutting shall be carried out at Paradise Road Car Park, Priory Car Park, Hollies Car Park, Memorial Garden, and Stone Cross Memorial to maintain height, shape, and safety.

**Annually:** Flailing shall be undertaken at the Jubilee Community Centre site and other rough grass areas as required. Tree shaping shall be carried out in the AT Johnson Garden to ensure safety, health, and aesthetics.

**Seasonal (Summer and Winter Planting):** Seasonal planting shall be carried out across all beds and planters. Specific locations include 9 hanging baskets on the Town Hall, 2 hanging baskets on the Town Council Office, 11 square planters in the Hollies Car Park, one three-tier planter and two square planters in the Town Hall Car Park, five three-tier planters on the Town Square, planters at Town Entrance 1, 2, 3, and 4, and the beds in the Memorial Garden. Planting shall follow agreed designs and maintenance standards throughout the contract period. Roses in the Memorial Garden and other designated beds shall receive bone meal annually at planting or during the growing season, and a suitable fertiliser annually to promote healthy growth and flowering.

Hanging baskets will need to be supplied by the contractor.

## **Winter Maintenance**

The Contractor shall provide winter maintenance services across all specified Town Council sites for the duration of the five-year contract. Services shall include:

- Monitoring weather forecasts.
- Precautionary gritting where surface temperatures are forecast to fall to +1°C or below and frost, ice, or snow is predicted.
- Reactive gritting to maintain safe pedestrian and vehicle access.

### **Sites Included:**

- Town Hall Car Park, steps, and access slope
- Town Square, including the area in front of the Town Council Office
- Hollies Car Parks 1 and 2, including the Service Road
- Priory Road Car Park
- Paradise Car Park (Upper and Lower)
- Jubilee Community Centre Car Park, including the Service Road

### **Operational Requirements:**

- The Contractor shall supply, store, and apply all grit/salt; materials will not be provided by the Council.
- Sufficient personnel, equipment, and materials must be available throughout the winter period.
- All operations must be carried out safely, competently, and in accordance with recognised industry best practice.
- Accurate records of all gritting activities must be maintained, including date, time, locations treated, weather conditions, and materials applied.
- On market days, the Town Hall Car Park is inaccessible between 6:00am and 4:30pm; gritting at this location must occur outside these hours.

### **Pricing and Payment:**

- Tendered rates shall be per grit and any extra grits at the discretion of the Contractor and charged accordingly.
- Rates must include the supply, storage, and application of grit/salt.
- Rates remain fixed for the first contract year; subsequent annual adjustments must be clearly stated.

**Insurance and Liability:**

- The Contractor shall maintain Public Liability Insurance of at least £5 million and provide evidence to the Council before contract commencement and upon renewal.
- All works must be undertaken safely and in accordance with industry best practice, with records available in the event of an incident or claim.

**Failure to Perform / Substitute Contractor:**

- If the Contractor fails to perform the required services, the Council may engage an alternative contractor and recover any additional costs from the original Contractor, including materials, labour, and administration.

**3. Tender Form – To be submitted to the Council.**

PRICES TENDERED ARE TO BE EXCLUSIVE OF VAT

Please complete, sign and submit in a sealed envelope to Downham Market Town Council offices by 4pm 22 May 2026 at the latest. You may include certificates of accreditation to national or trade bodies.

I/we agree to complete the work in accordance with the invitation to tender, Standard Contract Terms and Specification of Works. I/we understand that Downham Market Town Council is not bound to accept the lowest or any tender or part thereof and that the Council will not be responsible for any expenses incurred in preparing this tender.

I/we certify that the amount of the tender has not been calculated by agreement or arrangement with any other person, firm or company and that the amount of the tender has not been communicated to any person and will not be communicated to any person until after the closing date for the submission of tenders.

Company or Business Name .....

Business correspondence address .....

.....

Email address .....

Landline number ..... Mobile number .....

**Grounds Maintenance Tender Price (Excluding Gritting)**

Contract Year	Price (Excluding VAT)
01 November 2026 – 31 October 2027	£.....
01 November 2027 – 31 October 2028	£.....
01 November 2028 – 31 October 2029	£.....
01 November 2029 – 31 October 2030	£.....
01 November 2030 – 31 October 2031	£.....

**Grounds Maintenance Tender Price (Per Grit)**

Contract Year	Price (Excluding VAT)
01 November 2026 – 31 October 2027	£.....
01 November 2027 – 31 October 2028	£.....
01 November 2028 – 31 October 2029	£.....
01 November 2029 – 31 October 2030	£.....
01 November 2030 – 31 October 2031	£.....

By signing and submitting this tender form you agree that you fully understand the commitments and requirements contained therein and, if successful are willing to be bound to the contract as expressed therein.

**Signed**.....

**Print name**.....

**Position in company** .....

**Date** .....

#### 4. Evaluation Matrix

This Grounds Maintenance Tender Evaluation Matrix has been prepared to provide a consistent, transparent, and auditable framework for assessing submitted tenders. The matrix evaluates each bid against the key criteria of Price, Quality, Compliance, Added Value, and Referees, with a total of 100 points.

All tenders will be assessed in accordance with the published evaluation methodology. Scores should reflect how well the submission meets the stated requirements and objectives.

- **Price (30 points):** Assesses the competitiveness, value for money, and realism of the tendered cost, including the schedule of rates for additional works.
- **Quality (25 points):** Assesses the proposed service delivery, staffing, management, equipment, and quality control measures.
- **Compliance (25 points):** Assesses adherence to statutory and contractual requirements, including health and safety, insurance, certifications, and other relevant compliance obligations.
- **Added Value (10 points):** Assesses innovative approaches, sustainability initiatives, biodiversity improvements, and community or social benefits beyond the specification.
- **Referees (10 points):** Assesses contractor performance based on feedback from previous clients. Tenderers are required to provide **contact details only** (not written references). The Town Clerk will contact referees directly using a standard set of questions.

#### Referee Questions

Referees will be asked consistent questions covering the following:

1. **Overall Performance:** How satisfied were you with the contractor's overall service?
2. **Quality of Work:** Was the grounds maintenance work completed to a high standard?
3. **Reliability:** Did the contractor attend sites as scheduled and complete tasks consistently?
4. **Communication:** How effective was communication with the contractor?
5. **Problem Resolution:** How well did the contractor respond to issues or complaints?
6. **Health & Safety:** Were there any safety concerns or incidents during the contract?
7. **Contract Management:** Was the contract well managed and supervised?
8. **Value for Money:** Did the contractor deliver good value for the cost?
9. **Professionalism:** Were staff professional and appropriately trained?

**10. Recommendation:** Would you recommend this contractor for a similar contract?

This ensures all references are contacted in a fair, consistent, and auditable manner, and their feedback contributes to the Referees score in the matrix.

<b>Criteria</b>	<b>Assessment Items</b>	<b>Max Points</b>
<b>Price</b>	Total lump-sum annual contract price	20
	Schedule of rates for additional works	5
	Value for money	3
	Cost realism	2
<b>Quality</b>	Service delivery method statement / approach	8
	Staffing levels and qualifications	5
	Supervision and management arrangements	4
	Equipment and machinery suitability	4
	Quality control, inspections & reporting	4
<b>Compliance</b>	Adherence to tender specification	5
	Health & Safety policy, RAMS	4
	Insurance coverage (public/employer liability)	3
	Relevant certifications (PA1/PA6, NPTC, etc.)	3
	Waste carrier licence	2
	Environmental legislation compliance	2
	Equality & diversity policies	2
	Evidence of accreditations (ISO, CHAS, SafeContractor)	1
	Adherence to site rules & working hours	1
	<b>Added Value</b>	Biodiversity / habitat improvements
Sustainability initiatives		2
Low-emission/electric equipment		1
Community engagement / social value initiatives		2

	Innovation / additional site improvement suggestions	3
<b>References</b>	Number of relevant contract references	2
	Similarity of referenced contracts	2
	Contract value & duration	1
	Client satisfaction and feedback	2
	Reliability and service delivery	1
	Responsiveness to issues	1
	Quality of work	1

### 5. References

Please provide contact details for a minimum of two referees for whom you have previously provided similar services.

Company name/Contact name/address  email/phone number
Company name/Contact name/address  email/phone number