

## **SPECIFICATION FOR CADW GROUNDS MAINTENANCE CONTRACT**

### **CONTRACT REFERENCE NO. C369/2025/2026**

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### **PART 1: GENERAL**

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#### **1. BACKGROUND**

- 1.1 Cadw has a statutory duty to both maintain and conserve the monuments in its care and provide safe access to the public where possible.
- 1.2 The conservation of the historic monuments themselves is undertaken by Cadw's in-house heritage craft masons and joiners (Cadwraeth) and by contracting specialist historic conservation specialists.
- 1.3 Since 2014, the maintenance of the grounds (grounds maintenance / GM), ensuring all sites are clean (soft services/ cleaning) and compliant with safety regulations (hard services / compliance – primarily of visitor centres and ancillary buildings) has been delivered for Cadw through an external Integrated Facilities Management (IFM) company:
  - a. Bilfinger (2014-2026)
  - b. Kier (2016-2020)
  - c. Vinci (2020–2025) (current contract)
- 1.4 During 2023, with the support of an external FM expert consultant, Cadw reviewed the efficiency of its current FM contract in the context of its own staff resources to manage

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and monitor this contract, and with the objective of making improvements to the quality of the service and overall best value.

1.5 As a result, Cadw have decided to change the way it contracts these services.

1.6 From October 2025, Cadw will procure GM services directly i.e. a member of Cadw staff (GM Contracts Manager) will contract direct to grounds maintenance services, on a multi-region basis to cover all Wales, to mirror the Cadwraeth regions already in operation.

1.7 The decision to procure in this way was supported by senior Cadw officials on 31<sup>st</sup> January 2024 and by Welsh Government's Corporate Procurement Service, after careful consideration of a report and comprehensive **Options Appraisal** which assessed the risk and benefits of the proposed proposal.

1.8 **The main advantages of re-tendering in this form are:**

- a. This recommendation will help Cadw grow visitor numbers / income through better grounds management, improving reactive cost control day to day and potentially delivering savings on the core fee paid year on year.
- b. By managing the GM contractors directly, Cadw will have greater control over the quality of the service provided. At present, the grounds at Cadw's monuments are simply kept close mown and tidy but direct management will allow Cadw over time to make a step change in the GM regime, creating grounds which:
  - Conserve and interpret their historic significance as best as possible
  - Improve biodiversity and seek to maximise opportunities to contribute to net zero targets
  - Improve presentation for our visitors
  - Introduce more seasonality to the grounds i.e. Snowdrops in February, bluebells in April and crocus in September, hopefully encouraging repeat visits.
  - Increase opportunities for partnering the management of grounds with community or nature conservation groups and
  - Increase opportunities for working with volunteers

## 2. AIMS AND OBJECTIVES

2.1. The Welsh Government's Historic Environment Service (Cadw) is always pursuing ways to better manage its properties in care - to improve conservation of the monuments for future generations, to enhance the visitor experience, and to enable wildlife to flourish.

2.2. The aspiration is to refine and amend the Landscape Management Plans and Site Specific Sheets over the course of the contract to realise some of the benefits highlighted above in Section 1. Feedback from the Bidder will be an important part of the refining and amending process.

### 3. DEFINITIONS

Term	Definition
Bidder	means the individual, organisation or business which submits a bid for provision of the Services;
Client	means the Welsh Ministers;
Grounds Maintenance	means the services noted as required in this specification and accompanying ITT
Contractor	means the bidder(s) successful in being awarded a contract
Services	means the services specified in this Specification;
Specification	means this specification;

### **PART 2: SERVICE SPECIFICATION**

The Bidder shall be responsible for providing an efficient ground maintenance service for the portfolio as identified. The objective is to ensure each Affected Property is maintained in a manner appropriate for its intended use whilst maintaining compliance with the Clients obligations under biodiversity and other environmental legislation.

This specification must be read in conjunction with the existing Landscape Management Regimes and Site-Specific Sheets of each site, to ensure ecological compliance with existing legislation, also have due regard to biodiversity surveys and recommendations.

The properties under Cadw care have been divided geographically into 6 regions. As noted in the ITT, 4 of the regions are covered by a separate contract (north-west, south-east, south-central and south-west). The regions covered by this specification and tender opportunity cover north-east Wales and Ynys Mon. Each region has its own portfolio of properties. These are detailed below. Bidders may bid for either region or both. Bids for any other region will not be accepted.

Ynys Mon	North West	North East	South East	South Central	South West
<b>Beaumaris Castle *</b>	<b>Castell Conwy and Town Walls *</b>	Bryn-tail Leadworks	Castell Bronllys	<b>Caerphilly Castle</b>	<b>Castell Cilgerran</b>
Holyhead mountain prehistoric village	Conwy Castel station Yard	<b>Castell Rhuddlan and Twtil, Castle Motte</b>	<b>Tretower Court and Castle</b>	<b>Castell Coch</b>	Talley Abbey

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Llys Rhosyr	Dyfi Furnace	Denbigh Castle and Town Walls	Blaenafon Ironworks*	Tinkinswood Chambered Tomb	Castell Carreg Cennen
Penbrhosfeilw standing stone	Castell y Bere	Denbigh Friary Church, Earl of Leicesters church and St Hilarys Chapel	Newport Castel	St Lynthans Chambered Tomb	<b>St Davids Bishops Palace</b>
Caer Leb	Pont Minllyn	St Winefrides Chapel and Well	<b>Caerleon Roman Fortress and Baths</b>	Old Beaupre Castle	Castell Dinefwr
Ty Mawr standing Stone	Cymer Abbey	Maen Achwyfan Cross	Caer-went Roman Town	St Quentins (Llanblethian)	Castell Dryslwyn
Trefignarth chambered Tomb	Dyffryn Arduddy Chambered Tomb	Bassingwerk Abbey	Llanmelin Wood hillfort	Ewenni Priory	Pentre Ifan Chambered Tomb
Din Lugwy Village and Llugwy Chambered Tomb	<b>Castell Harlech *</b>	Flint castle	Capel Runston	Castell Coety	St Non's Chapel
Bodowyr Chambered Tomb	<b>Castell Cricieth</b>	Castell Ewloe	<b>Chepstow Castle and port wall</b>	Newcastle Castle	St. Dogmaels Abbey
Castell Bryngwyn	St Cybi's well	Montogomery Castle	<b>Tintern Abbey</b>	Ogmore Castle	Carreg Coetan Arthur Chambered tomb
Bryn Celli Ddu	Pennarth Fawr	Castell Dolforwyn	Monomouth Castle	Margam Stones Museum	<b>Kidwelly Castle</b>
Penmon Cross and Dovecote	<b>Plas Mawr</b>	Valle Crucis Abbey and Elisegs Pillar	<b>Raglan Castle</b>	Neath Abbey	Castell Llansteffan
Penmon Priory, chambered tomb and St Seirols Well	Castell Dolbadarn	Capel y Rug	White Castle	<b>Castell Oxwich</b>	Haverfordwest Priory
Presaddfed	Cae'r Gors	Llangar old Church	Hen Gwrt Medieval Moated Site	Weobley Castle	Carswell Medieval House
Ty Newydd chambered Tomb	Segontium Roman Fort		Skenfrith Castle	Parc le Breos chambered tomb	Carew Cross

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	<b>Castell Caernarfon and Town Walls *</b>		Grosmont Castle		Lamphey Bishops Palace
	Capel Garmon Burial Chamber		Y Gaer, Brecon		Llawhaden Castle
			Penyrwyrloedd long cairn		Wiston Castle
			Llanthony Priory		

\* denotes world heritage site

**Bold** denotes paid for entry

Further information on each of the sites is available on the Cadw website - [Find a place to visit  
| Cadw](#)

## SCOPE OF REQUIREMENT

The Grounds Maintenance Service will include (but is not exhaustive) work areas from the following list:-

(a) Soft Landscaping

Grass

Planted Areas

Hedges

Trees

Leaf Clearance

Reens, Ponds, Ditches and SWALES

Fertilisers

Invasive Species

(b) Hard Landscaping

Boundary Walls

Gravel Borders

Weed Control

As mentioned in Section 2, the aspiration is to refine and amend the Landscape Management Plans and Site Specific Sheets over the course of the contract to realise some of the benefits

highlighted in Section 1. Feedback from the Bidder will be an important part of the refining and amending process.

To allow for future changes to the specification Bidders are asked to provide the following schedule of rates

Name	Summary of Required Regime	Example area
Short (a) Grass	Cut and collect to maintain a grass height of between 12-38mm. Grass shall be cut using approved pedestrian guided cylinder mowers fitted with front and rear rollers and grass collection box. The finish shall be even and regular and free from ribbing. On each mowing occasion, trim the edges and vertical edges of grass areas and all mowing margins, tree bases, stone walls and footings, paths and roads, using strimmer or similar machine. This shall not be controlled by means of total weed killer. The Bidder at their own expense shall replace trees damaged by strimmer cords.	100m <sup>2</sup>
Short (b) Grass	Cut and collect to maintain a grass height of between 25mm-75mm. Grass shall be cut by means of pedestrian guided motor cylinder mowers or ride on triple cylinder mowers. All areas inaccessible to the machine shall be cut with suitable alternative equipment. On each mowing occasion, trim edges and vertical edges of grass of all mowing margins, tree bases, stone walls and footings, paths and roads using strimmer or similar machine. The Client at their own cost shall replace trees or shrubs damaged by strimmer cord.	100m <sup>2</sup>
Medium Grass	Cut and collect to maintain a grass height of between 25-100mm. Grass shall be cut by means of pedestrian guided motor cylinder mowers or ride on triple cylinder mowers. All areas inaccessible to the machine shall be cut with suitable alternative equipment. On each mowing occasion, trim edges and vertical edges of grass of all mowing margins, tree bases, stone walls and footings, paths and roads using strimmer or similar machine. The Bidder at their own cost shall replace trees or shrubs damaged by strimmer chord.	100m <sup>2</sup>
Long Grass	Cut and collect in March and September. Only strimmers or reciprocating knife mowers shall be used. No other cutting machines are permitted without the written consent of the Client. All arisings	100m <sup>2</sup>

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	from these operations shall be raked up and disposed of 'off site' on each cutting occasion.	
Rough Grass	Cut once a year in March. All arisings from these operations shall be raked up and disposed of 'off site' on each cutting occasion. Only strimmers or reciprocating knife mowers shall be used. No other cutting machines are permitted without the written consent of the Client. Heavy equipment shall not be used for the maintenance of these areas.	100m <sup>2</sup>
Wildflowers	Cut to a height of 25mm and collect in March and September	100m <sup>2</sup>
Seasonal Flowers	These areas shall be left uncut from February until May. Once the flowers and leaves have died back they may be cut back and the grass managed in accordance with the underlying cutting regime.	100m <sup>2</sup>
Control Woody Shrubs	To prevent the encroachment of woodland in and around properties, these areas should be cut once a year, avoiding the bird nesting season. The aspiration is to cut back the woody shrubs and self-sown trees. Shrubs include holly, hawthorn blackthorn and trees such as sycamore, birch and ash may need to be controlled. The woody growth should be less than 2m tall and manageable with hand tools. Arisings to be removed from site unless otherwise stated and stumps treated to prevent regrowth.	100m <sup>2</sup>
Planted Areas	<p>Hand weed and hoe the beds at regular intervals during the growing season. Spot treatment perennial weeds with herbicide and provide an annual weed service with an approved, non-persistent herbicide. Apply a residual approved, non-persistent herbicide to established plant areas.</p> <p>Where beds and borders are mulched these areas shall be hand weeded, except for suckers or self-sown shrub seedlings which will be excavated, severed from parent plants as appropriate. Top up with bark mulch to a thickness of 75mm where required.</p> <p>All shrub species in these areas shall be prevented from encroaching upon the adjacent areas outside the parameters of the bed or border.</p> <p>All pruning shall be carried out in accordance with the correct horticultural practice for the type of shrub in question. Arisings to be removed off site.</p>	2m <sup>2</sup>

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	<p>The Bidder shall be notified of any pest or disease outbreaks noted while executing this item. If cutting out diseased material, all implements shall be sterilized between shrubs to avoid spreading the Pathogen. In all cases, dead, diseased and damaged materials shall be removed, together with any shoots growing over paths, roads and those obscuring highway sight lines wherever necessary.</p> <p>New seasons growth shall be shortened back by 75-80% each year, unless otherwise specified. Shrub pruning should be shredded and then used directly as mulch or composted for use as a soil conditioner. Only diseased material must be removed from site by a registered carrier to a licensed tip.</p>	
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#### **4. ESSENTIAL REQUIREMENTS**

The Bidder shall provide a fully comprehensive, professionally managed grounds maintenance service at the Clients premises. The Bidder shall maintain all external planted areas and shall maintain healthy and vigorous plants with a tidy weed free appearance.

The Bidder shall produce advanced Planned Maintenance Programmes for the Groundworks/Landscaping activities for each site. These must detail the individual activities and dates for those activities and must be issued to the Client at least three months in advance on a rolling programme. The Contractor shall also take into account the importance of specific dates when preparing the Maintenance Programme, such as Bank Holidays when the grounds of sites must look their best.

All sites are to be considered and treated as being open to the public, in all seasons. Therefore, the Bidder must take all precautions to ensure the safety of the public and their own staff. Immediately prior to any work, all temporary safety signs must be erected not only at the entrance to the site, but also within sight of the particular working area. The Bidder must wear all essential PPE to carry out their tasks on site.

The Bidder shall provide a maintenance service in respect of all grassed areas which shall be maintained to the standard identified in the Landscape Management Regimes and Site Specific Sheets at all times with grass cuttings removed from site.

All Grass arisings shall be collected after each cut from all general grassed surfaces (unless specified under site specifics). In addition all risings from grass cutting, hedge cutting, tree, shrub and rose pruning scattered on roads, paths, or car parks, or in

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channels, gratings and drains, shall be swept up, collected and disposed of as the work proceeds. A final clear up of all areas shall be carried out at the end of each day and all arisings removed from site. There is to be no storing of arisings on site.

The Bidder shall where required, provide a horticultural Service in respect of the provision and maintenance of external planting in beds and containers. All plants shall be maintained to ensure a pleasing and tidy appearance and are healthy in growth. All plants and shrubs that have died or appear to be dying shall be removed and replaced as soon as possible with a suitable, comparable replacement.

The Bidder shall cut with motor powered hedge cutters all established hedges. Both sides and the top of the hedge shall be cut back to old growth, (unless specifically mentioned on the site specific sheets) the grass and weed growth shall be removed from the hedge base. All arisings shall be removed and disposed of to a licensed tipping facility.

The bidder shall remove all litter from areas subject to regular grounds maintenance. All litter shall be removed and disposed of to a licensed tipping facility.

The Bidder shall ensure that all sites named in the contract are kept weed free throughout each year of the contract period. This shall include gravel areas, tower bases, paths, hard standings, including floor areas of enclosures and bridges and wall walks. The Bidder shall control all weeds including woody weeds on all surfaces of masonry up to 3.5 metres above ground level (with the use of a lance) and where safe and practical to do so (maintaining 3 points of contact and /or leaning over with both feet flat on the floor) spray from above. The contractor shall gain access to those areas not accessible to the general public to carry out their duties safely. For a limited number of sites such as the curtain walls at Caerphilly and Raglan, access to certain areas is only available via standing water, these areas are included. The active chemical ingredient shall be Glyphosate or later approved.

The Bidder shall hold a Certificate of Competence for the safe handling of Chemicals and Pesticides application and ensure that all operators involved with chemical application on Historic Monument sites also hold a current Pesticides application Certificate.

The Bidder shall also comply with the following (inter alia): -

- Environment (Wales) Act 2016
- Food and Environment Protection Act 1985
- Control of pesticides Regulations 1986
- Poisons Act 1972
- Health and Safety at Work Act 1974
- Control of Pollution Act 1974
- Control of Substances Hazardous to Health 1989
- Comply with all Current Statutes and Regulations

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The Bidder shall ensure all plant and equipment is operated efficiently and at its optimum efficiency.

The Bidder shall:

- Provide professionally qualified, trained and competent staff at all times
- Identify and give details of the main contact point and deputy who will be the main single point of contact for this Contract, either the main contact or deputy must be contactable all times during Normal Operating Hours
- Be responsible for ensuring that staff and/or service providers undertake their work and discharge their duties to all relevant provisions of the Specifications.
- Ensure that any work person who is under the influence of alcohol or drugs will be asked to leave the premises.
- Provide all PPE necessary to meet the requirements of all relevant Health & Safety legislation.
- Operatives shall wear appropriate PPE for the job being undertaken. Operatives shall at all times be clean, smart and presentable.

The Bidder will ensure that his staff can demonstrate:-

- In depth technical expertise sufficient for the Service.
- Programming for all work on the Sites.

The Bidder shall ensure that the Employer's responsibilities under the current and future Health and Safety legislation (or regulations compliance which are deemed to satisfy such legislation) is fully discharged in all respects.

The Bidder shall monitor changes and amendments with regard to legislation, risks, new Health & Safety Executive directives, building regulations and the like and promptly inform the Employer in writing concerning implications for Service delivery.

The Bidder shall monitor all areas covered by the Contract in respect of Health & Safety, COSHH and other relevant regulations, carrying out risk assessments as and when necessary.

The Bidder shall identify and carry out all necessary risk assessments including production and implementation of plans of actions to deal with the identified risks.

The Bidder shall establish and apply Permit to Work systems.

The Bidder shall inform the Service Manager of his duties and responsibilities with regard to Health and Safety issues.

The Bidder shall report any non-compliance to the Client immediately. This shall cover all activities regardless of who may be responsible for the activity.

The Bidder shall attend Employers Health & Safety meetings as required.

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The Bidder shall immediately inform the Client in the event of an accident, injury to any person, fire or damage to property and then as soon as possible thereafter following such an event submit a completed accident report in accordance with the Employer's Health & Safety procedure and provide comprehensive notification to Health and Safety Executive for any RIDOR notifiable accident or incident on behalf of the Employer.

Where Works are carried out in occupied areas, proceed with the minimum of inconvenience and nuisance to occupants and users. All areas shall be kept appropriately clean and tidy during the Works, and left properly clean and tidy on completion of the Works.

Note that operational commitments of the Site(s) take precedence over access for maintenance works, and no additional claim will be allowed for any delay resulting from these commitments. Prior planning and liaison with the Employer's staff and tenants is essential in organising your works.

## **5. FUNCTIONAL/TECHNICAL REQUIREMENTS**

### **Contractors to ensure the following**

- a. Contractors to follow Landscape Management Regimes and Site Specific Sheets ensuring all works are followed & completed in a timely manner, frequency, standard and information accessible to all GM Teams conducting GM works
- b. Contractors to ensure site boundary drawings are accessible to all GM Teams to ensure required standards maintained and managed
- c. Contractors to ensure all necessary safety controls in place at all times. Ensure suitable & sufficient PPE worn at all times, ensure necessary safety controls in place for use of equipment, materials, plant at all times
- d. Contractors to ensure all items of equipment, materials, plant are suitable & sufficient with necessary service records/certs in date
- e. Contractors to ensure all staff have in-date competencies and training for use of equipment, materials and plant with suitable & sufficient experience/knowledge of the work being conducted
- f. Contractors to ensure necessary permits implemented for all the work/s being conducted and all necessary information communicated and understood by all the working party and others
- g. Contractors Supervisors/Team Leaders are to ensure Risk Assessments conducted prior to any work being conducted and at any time to ensure safety of the team and others. Contractors to ensure all works is managed at all times to safeguard workers and others whilst on site
- h. Contractors to ensure necessary safety controls in place to protect existing ground areas and the historical monument at all times from damage
- i. Contractors to REPORT any damage or potential concerns to line manager IMMEDIATELY to allow notification to Client

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- j. Contractors to REPORT any issues or concerns to line manager IMMEDIATELY. For example whilst attending site if identify any anti-social behaviour, criminal damage, illegal occupation or any other possible scenario REPORT to Client immediately
- k. Contractors REPORT any GM issues to line manager so that the issue/concern can be resolved. Notify Client immediately
- l. Contractors NOTIFY line manager of any enhancement ideas/suggestions. Notify Client and submit report/quote for the works
- m. Contractors /Supervisor to communicate scope of work to be carried out has been read & understood by all working parties.
- n. Contractors is to conducted periodic Toolbox Talks on equipment, materials, plant to ensure Health & Safety Standards maintained and enhanced whilst working on any Cadw site
- o. Contractors to submit monthly schedules no later than 24<sup>th</sup> of each month. Contractors to communicate to Client if any changes to monthly schedules due to weather conditions/sickness for example so all parties are informed
- p. Contractors to submit Annual GM Planners no later than first week of New Year

## 6. SERVICE OUTPUTS/OUTCOMES

The GM main outcome is to improve conservation of the monuments for future generations, to enhance the visitor experience, and to enable wildlife to flourish.

Each Affected Property will have a Landscape Management Plan and Site Specific Sheets which will detail the grass cutting regime. The following is a summary.

Name	Colour on Landscape Management Plan	Summary of Required Regime	Example location
Short (a) Grass	Yellow	Maintain grass height of between 12-38mm	High foot fall areas inside monuments
Short (b) Grass	Orange	Maintain grass height of between 25mm-75mm	High foot fall areas outside of monuments
Medium Grass	Blue	Maintain grass height of between 25-100mm	Areas around car parks
Long Grass	Red	Cut and collect in March and September	Areas to limit public access near slopes etc.
Rough Grass	Brown	Cut once a year in March	In accessible areas close to monuments

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Wildflowers	Purple	Cut to a height of 25mm and collect in March and September	Visible with limited access
Seasonal Flowers	Hatching	As per underlying colour avoiding seasonal flowers such as daffodils and bluebells during flowering season	Visible and prominent locations to guide access
Control Woody Shrubs	Green	Cut and removal of woody shrubs and tree saplings including stump treatment	Inaccessible areas that could impact monuments if left unmanaged
Planted Areas	Pink	Keep weed free, maintain health plant growth, replace plants that have died.	Formal planting around visitor centres and entrances

**SHORT GRASS (A): MARKED YELLOW ON PLANS**

In areas within the monuments and inner wards of castles, grass shall be cut using approved pedestrian guided cylinder mowers fitted with front and rear rollers and grass collection box. The finish shall be even and regular and free from ribbing. Occasionally throughout the growing season the direction of travel shall be altered to prevent the build-up of leaning thatch.

This area shall be cut to a minimum of 12 mm and shall not exceed 38 mm at any time during the year. On each mowing occasion, trim the edges and vertical edges of grass areas and all mowing margins, tree bases, stone walls and footings, paths and roads, using strimmer or similar machine. This shall not be controlled by means of total weed killer. The Bidder at their own expense shall replace trees damaged by strimmer cords.

**SHORT GRASS (B): MARKED ORANGE ON PLANS**

Grass shall be cut by means of pedestrian guided motor cylinder mowers or ride on triple cylinder mowers. Arisings shall be removed, unless otherwise stated. Areas marked Yellow (with the exception of inner wards) on Landscape Management Plan shall be cut to a minimum height of 25 mm. The maximum height shall not exceed 75 mm at any time during the year. All areas inaccessible to the machine shall be cut with suitable alternative equipment. On each mowing occasion, trim edges and vertical edges of grass of all mowing margins, tree bases, stone walls and footings, paths and roads using strimmer or similar machine. The Client at their own cost shall replace trees or shrubs damaged by strimmer cord.

## **MEDIUM GRASS MARKED BLUE ON PLANS**

Grass shall be cut by means of pedestrian guided motor cylinder mowers or ride on triple cylinder mowers. Arisings shall be collected, unless otherwise stated. Areas marked Blue on Landscape Management Plan shall be cut to a minimum height of 25 mm. The maximum height shall not exceed 100 mm at any time during the year. All areas inaccessible to the machine shall be cut with suitable alternative equipment. On each mowing occasion, trim edges and vertical edges of grass of all mowing margins, tree bases, stone walls and footings, paths and roads using strimmer or similar machine. The Bidder at their own cost shall replace trees or shrubs damaged by strimmer chord.

## **LONG GRASS MARKED RED ON PLANS (Moats, Banks, areas set aside for ecological requirements etc.)**

Where defined on Landscape Management Plan, long grass areas are to be cut on two occasions each year. The first cut to be carried out and completed during the last two weeks of March. The second cut must be carried and completed during the first two weeks of September for each year of the contract period. Only strimmers or reciprocating knife mowers shall be used. No other cutting machines are permitted without the written consent of the Client. All arisings from these operations shall be raked up and disposed of 'off site' on each cutting occasion.

## **ROUGH GRASS, BRACKEN, WEEDS & BRAMBLE MARKED BROWN ON PLANS**

Where defined on Landscape Management Plan rough grass areas are to be cut once a year during the last two weeks in March. All arisings from these operations shall be raked up and disposed of 'off site' on each cutting occasion. Only strimmers or reciprocating knife mowers shall be used. No other cutting machines are permitted without the written consent of the Client. Heavy equipment shall not be used for the maintenance of these areas.

## **WILDFLOWER RESTORATION MARKED PURPLE ON PLANS**

The purpose is to create a meadow of increasing species richness over time, to make more space for nature and to enhance the visitor experience of the monument and its setting. 'Hard' techniques for meadow creation and enhancement that require disturbance of the substrate are avoided, to best conserve earthwork or subsurface archaeological remains and to preserve the setting of the monument. 'Soft' techniques are favoured, such as the removal of all arisings to progressively lower soil fertility and the introduction of the plant yellow rattle *Rhinanthus minor* which is semi-parasitic on grass roots, to reduce the dominance of grass species and enable natural colonisation by other species.

The aspiration is to have plants of different heights, coloured flowers and flowering season to create diverse sward that lasts over the summer. The following is an example management regime and species mix. Each site will have a tailored version of the following to accommodate site specific conditions.

1. Shall be left uncut from 1 October each calendar year until 15 August ( $\pm 5$  days) in the following calendar year.

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2. On 15 August ( $\pm 5$  days) each calendar year the grass sward shall be cut to a length of no less than 50 millimetres and no more than 100 millimetres.

3. On 30 September ( $\pm 5$  days) each calendar year the grass sward shall be cut to a length of no less than 25 millimetres and no more than 50 millimetres.

4. Immediately after cutting 30 September ( $\pm 5$  days) in Year 1 (2025) 100 grams of yellow rattle *Rhinanthus minor* seed shall be randomly hand broadcast across the area. This seed shall be sourced from a supplier who can certify it is UK-grown. A widespread, but not necessarily even distribution is required. The seed shall be mixed with 1 kilogram of clean, dry, sharp sand to facilitate hand broadcasting. This process may need to be repeated in Year 2, subject to the outcome of visual inspection by Cadw of the number of yellow rattle plants present during the current growing season (1 April to 30 September).

5. All arisings from cutting shall be removed from the site

Example species mix

Common Name	Latin
Lady's Bedstraw	<i>Galium verum</i>
Black Medick	<i>Medicago lupulina</i>
Salad Burnet	<i>Sanguisorba minor</i>
Red Campion	<i>Silene dioica</i>
Wild Carrot	<i>Daucus carota</i>
Field Forget me not	<i>Myosotis arvensis</i>
Ox Eye Daisy	<i>Leucanthemum vulgare</i>
Wild Foxglove	<i>Digitalis purpurea</i>
Common Knapweed	<i>Centaurea nigra</i>
Greater Knapweed	<i>Centaurea scabiosa</i>
Musk Mallow	<i>Malva moschata</i>
Yellow Rattle	<i>Rhinanthus minor</i>

## SEASONAL FLOWERS MARKED WITH HATCHING ON PLANS

Seasonal flowers, such as daffodils and bluebells create seasonal interest in the properties. These areas shall be left uncut from February until May. Once the flowers and leaves have died back they may be cut back and the grass managed in accordance with the underlying cutting regime.

## **CONTROL WOODY SHRUBS MARKED GREEN ON PLANS**

To prevent the encroachment of woodland in and around properties, these areas should be cut once a year, avoiding the bird nesting season. The aspiration is to cut back the woody shrubs and self-sown trees. Shrubs include holly, hawthorn blackthorn and trees such as sycamore, birch and ash may need to be controlled. The woody growth should be less than 2m tall and manageable with hand tools. Arisings to be removed from site unless otherwise stated and stumps treated to prevent regrowth.

## **PLANTED AREAS MARKED PINK ON PLANS**

All planted areas containing trees, shrubs, roses and bedding within the Landscape Management Plans area shall be maintained in the following manner.

All areas will be maintained in a substantially weed free condition throughout the year. The Bidder may employ any of the following means, either separately or in a combination to suit the appropriate conditions. The area shall be kept clear and free from all weed species including all self-sown seedlings to trees and shrubs or allied suckers. All arisings from works in this section are to be removed off site.

Hand weed and hoe the beds at regular intervals during the growing season. Spot treatment perennial weeds with herbicide and provide an annual weed service with an approved, non-persistent herbicide. Apply a residual approved, non-persistent herbicide to established plant areas.

Where beds and borders are mulched these areas shall be hand weeded, except for suckers or self-sown shrub seedlings which will be excavated, severed from parent plants as appropriate. Top up with bark mulch to a thickness of 75mm where required.

The use of herbicide will be permitted in any of the planted areas. The Bidder shall provide a list of suitable herbicides for use in these areas and obtain written approval of the Service Manager a minimum of 7 days prior to application.

All shrub species in these areas shall be prevented from encroaching upon the adjacent areas outside the parameters of the bed or border.

All pruning shall be carried out in accordance with the correct horticultural practice for the type of shrub in question. Arisings to be removed off site. The Bidder shall be notified of any pest or disease outbreaks noted while executing this item. If cutting out diseased material, all implements shall be sterilized between shrubs to avoid spreading the Pathogen. In all cases, dead, diseased and damaged materials shall be removed, together with any shoots growing over paths, roads and those obscuring highway sight lines wherever necessary.

New seasons growth shall be shortened back by 75-80% each year, unless otherwise specified. Shrub pruning should be shredded and then used directly as mulch or composted for use as a soil conditioner. Only diseased material must be removed from site by a registered carrier to a licensed tip.

## **GRAVEL AREAS MARKED GREY ON PLANS**

All gravelled areas are to be weeded and reshaped and surrounding area swept up where required. All gravelled areas should be rotated using a rotavator annually in March to a depth of 50mm and raked monthly to avoid compaction, depressions and assist with weed control. Where stated in the Site Specific Sheets treat any algae, moss etc. Visually inspect gravel areas to identify potholes, depressions and the like and inform the Client.

### **Edging**

In addition to the side shear operations and cutting of grass overgrowth, the Bidder shall half-moon all edges of grassed areas using half-moon edging tool or mechanical edge trimmer to maintain straight lines or smooth curves at all time. This will include all kerbs, footpaths and inspection covers, flower, rose and shrub beds within any grassed area being maintained.

### **Obstructions**

All growth around obstructions in grassed areas and grass overhanging edges of flower beds, shrubbery's, bases of trees, fire breaks etc. shall be cut on each visit.

### **Abutment to Hard Surfaces**

Where grass abuts horizontal hard surfaces, the Bidder shall cut it back to the edge of the hard surface without forming a channel whenever the overgrowth of grass exceeds 100mm, using approved grass edging shears, cutting to straight lines and smooth curves as appropriate.

## **EPICORMIC GROWTH OF TREES – IRRESPECTIVE OF SIZE**

Prune off and remove off site all epicormic, secondary or sucker growth growing on stems/trunks of trees from ground level to the commencement of the main branch system.

All cuts to be pared back flush to the stem, trunk or scar tissue.

The use of chainsaws and the like will not be permitted.

Once yearly during October.

### **HEDGE CUTTING**

The Bidder shall cut with motor powered hedge cutters all established hedges. Both sides and the top of the hedge shall be cut back to old growth, (unless mentioned on the site specific sheets) the grass and weed growth shall be removed from the hedge base. All litter and arisings shall be removed and disposed of to a licensed tipping facility. The Bidder shall carefully inspect the hedge for active birds' nests before the commencement of cutting. Should an active nest be found, an area of approximately 4 metres (2 metres either side of the active nest) shall be left uncut until the fledglings have flown the nest. In general, the hedge shall be cut during the month of September and be completed by the 30th September.

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Certain sites (see Site Specific sheets) will have their hedges cut on a monthly basis, namely April; May; June; July; August and September. This will include the removal of all dead wood and growths encroaching paths, roads, windows or doorways, or growths masking signs or lights.

### **Removal of Arisings**

All arisings from hedge cutting and those which are scattered on roads, paths etc., shall be swept up, collected and disposed of 'off site' on the same day as the work being undertaken.

All waste materials removed from the site must comply with the Environmental Protection Act 1990 – Duty of Care, or later approved legislation. The Bidder shall provide a copy of a form/letter from the Local Authority confirming that the Bidder has applied and registered to be a carrier of controlled waste. The Bidder shall provide the Client with a copy of all transfer notes relating to such waste disposal operations.

### **SHRUB PRUNING**

All pruning shall be carried out in accordance with the correct horticultural practice for the type of shrub in question. Arisings to be removed off site.

The Bidder shall be notified of any pest or disease outbreaks noted while executing this item. If cutting out diseased material, all implements shall be sterilized between shrubs to avoid spreading the Pathogen.

In all cases, dead, diseased and damaged materials shall be removed, together with any shoots growing over paths, roads and those obscuring highway sight lines wherever necessary.

New seasons growth shall be shortened back by 75-80% each year, unless otherwise specified.

Pruning shall be carried out in accordance with accepted horticultural practice for the particular type of shrub or wall plant. This will include the removal of all dead wood and growths encroaching paths, roads, windows or doorways, or growths masking signs or lights. Only secateurs and pruning saws to be used – NO POWER TOOLS.

Other pruning requirements are to be defined in the following Horticultural/Manuals or later approved which the successful Bidder will be expected to be in possession of: -

- "THE PRUNING OF TREES, SHRUBS AND CONIFERS" (George E Brown).
- "PRUNING" (Christopher Bricknell) Royal Horticultural Society.
- "THE COMPLETE BOOK OF PRUNING" (B Halliwell, J Turpin & J Wright).

### **BOUNDARY WALLS, FENCES, BARRIERS, GATES, GUARDRAILS ETC**

The Bidder shall visually inspect boundary walls, fences, barriers, gates, guardrails etc. for any damage, vandalism and any safety concerns and report immediately to the Client.

## **ROADS, PATHS AND PAVINGS**

The Bidder shall visually inspect roads, paths and paving etc. for any damage, vandalism and any safety concerns and report immediately to the Client.

The roads, paths and paved areas are to be sound and even surfaced with no potholes or sinking kerbs and with all edgings sound, with no safety hazards, free from weeds and mud.

The Bidder is to ensure that all paths, paved areas, and visitor routes to be cleaned (Including the control of Moss, Algae and Lichen) with an approved cleaning solution, twice a year – Spring and Autumn.

## **AUTUMN LEAF CLEARANCE**

Leaves shall be cleared from all grass areas, beds, shrubberies, drainage channels, gullies, service roads, car parks, paths, steps, gravel areas and other hard areas once a month in October, November and December.

## **PEST CONTROL**

### **Insects and Diseases**

Roses, shrubs, hedging and other plants shall be treated in the event of aphid or other insect attack and fungal infestation detrimental to the general health and appearance of the plant. Treatment will be by means of regular spray applications of an appropriate systemic or contact insecticide or fungicide in accordance with the manufacturer's instructions.

## **REENS, MOATS, POND AREAS, DITCHES AND SWALES**

Visually inspect any defective banks, erosion, slippage etc. and report to the FM. Where specified on the Site Specific sheets, remove litter, paper, plastic bottles, cans, traffic cones, and all other deleterious materials from reens, moats, ponds, ditches and swales and remove to licensed tip.

If it is necessary to use herbicides to control bank side vegetation only bio-degradable herbicides approved by the Natural Resources Wales (NRW) for use near water courses will be used. No herbicides will be used in water.

Report any missing or damaged life buoys.

## **FLY TIPPING**

The Bidder is to inform the Client and remove fly-tipped material to a licensed tip. The cost will be additional.

## **HARD LANDSCAPING**

Immediately make safe and report to the Client any missing or damaged manhole, inspection covers, grills and gully covers etc.

Report any defects or damage to external lights, lamp posts, Signs and signposts, bollards, litter bins etc.

## **MOSS AND LICHEN**

The Bidder shall control all moss and lichen using an approved chemical throughout the year. This shall include gravel and all hard areas, tower bases, paths, hard standings, bridge decks, galleries, enclosures, steps, external steps etc.

## **BRIDGES, WALKWAYS, STEPS ETC.**

At unstaffed sites, clean out all debris from both the surface grooves and between the decking and remove the debris from site twice a year in November and March. Periodically, the surface may also require being lightly power washed clean. Power washing will only be permitted by permission of the Client.

## **GREEN ROOFS**

Where there is an existing specification for a Sedum roof i.e. Denbigh Castle, Harlech Visitor Centre, Tretower Court, Valle Crucis, the Bidder is to follow the specification for that site. The specification is found in the Site Specific Sheet.

## **7. INTELLECTUAL PROPERTY RIGHTS (“IPR”)**

The Welsh Government’s Standard Conditions of Contract for Services (Condition 19 – Intellectual Property) provide that:

- (i) All materials created by the Welsh Ministers and shared with the successful Bidder will remain the property of the Welsh Ministers.
- (ii) All materials created by the Bidder before the Contract starts (the “Background IPR”) and used to provide the Services will remain the property of the Bidder. The Welsh Government’s Standard Conditions of Contract for Services, however, provide that the Welsh Ministers will have a licence to use the Background IPR for the purposes set out in the Specification.
- (iii) Any materials created by the successful Bidder after the Contract starts as part of providing the Services will vest in the Crown (i.e. will be owned by the Crown).

  

- 7.1. The use of any and all intellectual property rights developed under or utilised in relation to the Contract is governed by Condition 19 (Intellectual Property) of the Welsh Government’s Standard Conditions of Contract for Services.
- 7.2. If any Bidder intends using any pre-existing intellectual property rights that it owns to deliver the Services, that Bidder must provide a list describing the intellectual property rights to be used.
- 7.3. If in delivering the Services the Bidder intends to use any intellectual property rights belonging to any third party it must provide details of such third party intellectual property rights; together with confirmation that the Bidder has (or will have) the appropriate permissions and licences to use such third party intellectual property rights for the purposes set out in the Specification. Evidence of such permissions and

licences (or assurance that such permissions and licences will be provided) must be provided the Client on request

## **8. PERSONAL DATA**

- 8.1. Provision of the Services will not require the processing of any personal data on behalf of the Client. If the Bidder considers that processing of personal data on behalf of the Client will be required the Bidder must provide details in its tender.
- 8.2. If during the Contract Period, processing of personal data on behalf of the Client is required in accordance with the applicable Welsh Government Standard Conditions for Services the Bidder must notify the Client so that provision for compliance with the General Data Protection Regulation 2016/679 can be made.]

## **9. TIMESCALES**

### **9.1. Duration of the Contract:**

Start Date: **01<sup>st</sup> April 2026**

Length of Contract: **2 years**

End date: **31<sup>st</sup> March 2028**

Length of Extension: **Three 12-month extension options to 31<sup>st</sup> March 2031**

The Contract can only be extended in accordance with Condition 3 (Commencement and Duration) of the Welsh Government's Standard Conditions of Contract for Services.

Any variation to these dates must be agreed in writing by the Client and the successful Bidder in accordance with the Welsh Government's Standard Conditions of Contract for Services.

## **10. BUDGET**

A budget range of £340k to £350k excluding VAT per annum is available for the purposes of this contract and over the initial 24 - month contract period. If invoked, The Client will make a further budget of £500k to £520k excluding VAT for the 36 month extension period.

Additional budget will likely be made available throughout the contract for additional/extra ad-hoc works in relation to the works covered by the contract.

Bidders should be aware that the budget range is for indicative purposes and bids below the minimum budget range will be considered, provided that the bid is not abnormally low, noting that the client will be seeking to award the contract based on the evaluation criteria stated within the ITT Document.

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Bids that equal the maximum range of the (VAT exclusive) budget for either the initial contract period or the potential extension will also be considered. However, **bids that exceed the above stated maximum (VAT exclusive) budget** for the initial contract period and/or for the potential contract extension period cannot be considered due to budget availability at the time of tendering, and therefore **will be excluded from the tender process**

#### 10.1. Welsh Language Standards

The Client is committed to promoting and facilitating the use of the Welsh language, and to not treat the Welsh language less favourably than English in line with the Welsh Language (Wales) Measure 2011. The successful Bidder should be aware of the provisions of the Measure and ensure that in implementing the contract the Welsh language is prompted and facilitated and not treated less favourably than English.

### 11. SECURITY

- 11.1. In providing the Services the successful Bidder (and its sub-contractors) will be exposed to sensitive Welsh Government information assets. The Client requires all successful Bidders, sub-contractors and service delivery partners to operate appropriate and secure processes for handling, storing and processing data and information owned by the Welsh Government. This paragraph 13 specifies how the Client's information assets must be handled. Compliance with this paragraph 13 will be a standard agenda item in contract review meetings and documentation will be required from the successful Bidder to show how compliance is being monitored by the successful Bidder and the frequency of such compliance/monitoring events (e.g. the dates when training was undertaken; when access control logs were updated/cross-checked; and when relevant policies were last updated).
- 11.2. A named individual must be appointed to the role of 'security lead' to take responsibility for the security aspects of the Contract. This named individual will be required to lead on any response required in relation to assessment of the measures in place during the Contract Period.
- 11.3. Any security breaches must be brought to the attention of the named security lead who is then required to report the incident to the Client's Contract Manager at the earliest opportunity.
- 11.4. The OFFICIAL-SENSITIVE marking must be retained on all Welsh Government information which is marked as such. [The successful Bidder][Bidders] must seek guidance from the Client's Contract Manager for new information being created as part of the Contract.
- 11.5. The successful Bidder must demonstrate that they can meet the technical requirements prescribed by their chosen scheme (e.g. Cyber Essentials / Cyber Essentials Plus / ISO27001). The scheme defines a set of controls which, when properly implemented, will provide organisations with basic protection from the most prevalent forms of threat coming from the internet. Evidence of holding certification is desirable before contract award, but essential at the point when personal or otherwise

sensitive data is to be processed by the successful Bidder. Further Information can be found at: <https://www.cyberstreetwise.com/cyberessentials/>

- 11.6. Where Cyber Essentials/ plus is required, bidders must cover the end to end process of data collection and processing, in particular this must include the process for any IT equipment used in the field and/or home working.
- 11.7. Written confirmation of valid certification will be required every 6 months to ensure the successful Bidder holds a certificate that is no more than 12 months old.
- 11.8. If any information is stored or processed on equipment other than that owned by the successful Bidder, then assurance must be provided that consortium members and subcontractors also comply with Cyber Essentials / Cyber Essentials Plus / ISO27001 or other recognised third party standards when processing the information needed to carry out the Contract.
- 11.9. Where any work is subcontracted, you will need to document at return of tender how you will implement the data security requirements set out in the specification and the Terms and Conditions between yourself and any subcontractor(s) to ensure these requirements are adhered to throughout your supply chain.
- 11.10. Storing or processing information on personally owned devices or email accounts is not permitted. Personally owned devices and personal equipment are defined as equipment which:
  - 11.10.1. is not a company asset; or
  - 11.10.2. the configuration of the equipment is outside company control.
  - 11.10.3. it is used by those not employed by the company e.g., a sole trader who allows their 'work' laptop to be used by other family membersThe risk being that Welsh Government information could be accessed by those not authorised to see it.
- 11.11. Data created under the Contract must be 'backed-up' on a weekly basis as a minimum. The back-ups must be stored off-site and secured (including in transit) to the same standards as the original data.
- 11.12. If 'Cloud' storage services are to be used for sensitive personal information, evidence must be provided that the relevant Government Cloud Security Principles are applied.
- 11.13. All sensitive or personal electronic information must be encrypted in transit. Data encryption services such as Egress Switch or iShare Connect must be used when emailing information.
- 11.14. All sensitive or personal electronic information at rest on mobile devices handling Welsh Government information e.g., laptops, must be encrypted (minimum FIPS 140-2 / AES 256).

11.15. Information rest on servers/individual computers must be encrypted (minimum FIPS140-2 / AES 256) unless the ICT equipment is located in secure premises with strong physical controls e.g., a data centre with access control measures, alarmed, arrangements for 24 hours security guards.

11.16. An independent IT Health Check undertaken by qualified personnel (e.g., those listed on the CHECK, Tiger or CREST schemes) must be completed prior to 'go-live' on any external systems (infrastructure or applications) to ensure they are protected from unauthorised access or change, and they do not provide an unauthorised entry point into systems where Welsh Government data is held. In addition to providing a copy of the IT Health Check report, the successful Bidder must provide evidence that any issues highlighted in the report have been remediated.

11.17. Access to the information involved in the Contract must be on a 'need to know' basis. Only authorised Bidder staff and subcontractors who have received suitable training can be given access. A list of authorised Bidder staff and subcontractors must be maintained and made available to the Client's Contract Manager on request.

11.18. If contacted by telephone, staff must verify the identity of the caller before discussing Welsh Government business. No personal data shall be passed to another party without absolute verification of the identity of the caller and that they have the authority to receive this information.

11.19. The information processed or collected in accordance with the Contract must be [returned / deleted/ disposed of – specify method e.g., shredding for paper copies; shredding/cutting using appropriate device for CDs/DVDs] by [date / within 6 weeks of the end of the contract]. This includes any information stored on servers, mobile devices or other storage media including [CDs or DVDs, other removable media, hard copy [paper] or hard drives]. The successful Bidder must confirm in writing when this has been done.

11.20. The information collected in accordance with the Contract remains the property of the Client.

11.21. Only Bidder staff and subcontractors who have been authorised can have access to restricted areas containing information systems, removable media or hard copy information relating to the Contract. Plans and procedures for dealing with, and intercepting, unauthorised visitors and intruders must be in place and evidence provided to the Client on request.

11.22. If it is necessary to take hardcopy information outside the restricted areas this must be kept to the minimum required and protected in transit (e.g., by means of envelope / file / briefcase) to avoid information being visible and to reduce the likelihood of loss or misuse.

11.23. Any hardcopy data collected in connection with the Contract must be [returned / deleted / disposed of – specify method e.g., shredding or secure disposal contract by [date / within 6 weeks of the end of the Contract]. The successful Bidder must confirm in writing when this has been done.

11.24. The successful Bidder's processes must make it easy for its staff and subcontractors to follow the rules (e.g., clear desk policies, separating publicly available printed information from the OFFICIAL-SENSITIVE papers, guidance and facilities for proper disposal etc.).

11.25. The successful Bidder must hold accurate and verified information for all its staff and subcontractors working on the Contract in relation to proof of identity, nationality/immigration status, unspent criminal convictions and employment history. [In addition, the staff working on the Contract will need to complete a basic disclosure through Disclosure Scotland / undertake National Security Vetting to CTC/SC level]. Evidence must be provided on request and the Client may verify the validity and expiry dates of any existing clearances with the relevant holding agency.

11.26. If the successful Bidder requires for its staff and subcontractors, frequent and unescorted access to the premises of the Client, or where such personnel have access to restricted information, or proximity to public figures, then all such personnel must satisfy the security requirements of the Client by completing a security vetting questionnaire. No such personnel will be issued security passes until they have obtained the required security clearance. Until then, they will be issued with a temporary pass and will have to be escorted by a member of staff each and every time they have access to the premises.

**12.** The successful Bidder should ensure that appropriate checks have been undertaken through the Disclosure and Barring Service for any personnel that are likely to come into contact with children, young people or vulnerable adults during the course of the Contract (NB DBS checks are not required for persons with access to information as opposed to contact with individuals). Evidence that these checks have been performed, and assurance that the DBS checks have not highlighted any issues to prevent any personnel from carrying out the specified tasks, should be presented to the Client once they have been completed and prior to any contact. We reserve the right to request sight of any or all DBS checks.

12.1. The successful Bidder and their sub-contractors must have, or be able to obtain, sufficient staff who can achieve the appropriate security clearance prior to engagement with the Welsh Government.

12.2. All Bidder staff working on this Contract must be properly trained to understand that they have a duty of confidentiality and are responsible for safeguarding any Welsh Government information that they are entrusted with by applying the measures set out in this Specification.

12.3. On termination of involvement in the Contract user access privileges must be withdrawn and staff debriefed on their confidentiality responsibilities. This includes, but is not limited to, pin codes and any passwords known to the user.

12.4. Bidders will need to address how informed consent from children and their parents/carers and from adults at risk will be achieved. Bidders will also need to set out how relevant permissions in relation to access will be secured from statutory and voluntary organisations in line with the policies of such organisations (if appropriate). Bidders must also outline their policy/protocol for appropriately reporting any

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information gained in the course of the work that might indicate that a child or adult may be at risk. The protocol should be in accordance with the Regional Safeguarding Children or Adult Board procedures for the area in which the child/young person/adult at risk lives. The protocol should specify that where there are any concerns that a child/young person/ adult is, or may be at risk, those concerns will be notified immediately to the local social services department or the police and will be followed up in writing. This policy should be shared with the Client Contract Manager.

### **13. RETENTION OF INFORMATION**

- 13.1. The successful Bidder will need to maintain full and accurate records of the Contract in accordance with the Welsh Government's Standard Conditions of Contract for Services for a period of 12 years from expiry or termination.

### **14. SUCCESSFUL BIDDER'S LIABILITY**

- 14.1. The Client is willing to limit the successful Bidder's liability for the purposes of and in accordance with Condition 40 (Limitation of Liability) of the Welsh Government's Standard Conditions of Contract for Services to a maximum of £10,000,000.

### **15. INSURANCE**

- 15.1. The Bidder must maintain the following forms of insurance cover with a reputable insurance company with the following minimum levels of cover:
  - 15.1.1. Employer's Liability Insurance: £5,000,000
  - 15.1.2. Professional Indemnity: £500,000
  - 15.1.3. Public Liability including Products Liability: £10,000,000

### **16. EXIT MANAGEMENT:**

- (i) Condition 18.4 (Materials, Plant and Equipment etc.) that the Supplier must remove all Supplier Equipment and waste.
- (ii) Condition 19.5 (Intellectual Property) that the Supplier returns and provides to the Client all documents, information, work, data, or records held etc. in connection with the Contract unless the Client instructs the Supplier to destroy them instead.
- (iii) Condition 20.4 (Goods and Materials of the Client) that the Supplier returns all Client goods, materials or records held by it.
- (iv) Condition 45.6 (Consequences of Termination and Expiry) that the Supplier must provide information and guidance to ensure and preserve continuity of the Services and will meet with the Client and the incoming Supplier.

## **17. FINANCIAL STANDING AND RESOURCE**

- 17.1. The Client wishes to ensure that Bidders have the necessary financial standing and resources to meet their obligations throughout the duration of the Contract. This may include (where appropriate) considering bidders' level of existing work commitments and the potential impact on resources that awarding a contract would have.
- 17.2. In deciding to tender for a contract, Bidders should be aware and consider the risks of becoming over-reliant on the Client's business, or indeed that of any customer. In doing so, bidders should take into account earnings from any other work undertaken for the Client as well as potential earnings from the Contract.

## **PART 3: WELL BEING OF FUTURE GENERATIONS**

The Client is committed to delivering against the Wellbeing of Future Generations Act. This applies equally when procuring goods and services, and where relevant the Client will seek to maximise the impact of the contract through the delivery of its duty under the Act.

### **COMMUNITY BENEFITS**

18. Procurement in Wales is governed by the Wales Procurement Policy Statement which sets out 10 principles for the public sector in Wales. Principle 4 requires the delivery of social, economic and environmental benefits through the effective application of Community Benefits. The Client views the use of the Community Benefits approach as integral to its commitment to sustainable development and a key mechanism for delivering against its duties under the requirements of the Wellbeing of Future Generations Act 2015 Wellbeing Goals.

- 18.1. Community Benefits and the priorities to address

#### **The approach**

Non-Core Only - The Client has decided to take a non-core approach to Community Benefits, this means that the Community Benefits proposal that a Bidder returns as part of this tender process will not be evaluated and scored.

- 18.2. **The priorities to address**

The Community Benefits Policy is designed to support a number of strategic priorities in other policy areas. In relation to the Contract the Client wants Bidders to focus on the following Community Benefits:

- **Supply chain opportunities**
- **Retention and training for the existing workforce**
- **Promotion of Environmental Benefits**
- **Contribution to Community Groups**

- **Contributions to Education** - Numeracy, Literacy and STEM subjects (Science, Technology, Engineering and Maths subjects)

***Innovation is encouraged and this list is not exhaustive.***

It is important to ensure that Contract delivery achieves Community Benefits over and above the Contract itself and also is clearly linked to the successful Bidder's expertise and the subject of the Contract. The expectation is that any Non-Core Community Benefits proposal will be delivered on a cost neutral basis.

### **Management of Community Benefits Delivery**

The successful Bidder must work with the Client's Contract Manager to maximise the community benefits delivered through the Contract. Bidders will appoint a 'champion' in order to progress and innovate in this area of sustainability and community benefit. The Community Benefit Proposal and progress against objectives will be a standard agenda item on Contract review meetings.

### **Further Help and Guidance**

Agencies are available to support Bidders in preparing their 'Community Benefits' proposal, and in the delivery of the Benefits post Contract award. For a more details please see the Community Benefits Guidance link below.

[Community benefits guidance](#)

## **19. EQUALITY AND DIVERSITY**

This specification is fully inclusive of all bidders regardless of age, marriage and civil partnership (both same sex and opposite sex), pregnancy and maternity, race, religion or belief, sex, sexual orientation, whether they have an impairment or health condition, are neurodivergent or use British Sign Language, their gender identity or gender expression. We acknowledge that the terms 'gender identity' and 'gender expression' are not protected characteristics as defined by the Equality Act 2010, however, we believe that Government policy which includes provision for those persons who identify within the 'trans' umbrella (rather than on the basis of binary gender) is a more inclusive approach and one which ensures the Welsh Ministers are in a position to comply with all their statutory duties related to equality and the promotion of well-being in Wales.

Bidders must therefore comply with legal duties as a minimum to ensure non-discrimination.

The Bidder is referred to Condition 28 (Discrimination and Equality) of the Welsh Government's Standard Conditions of Contract for Services.

The Client is an organisation which aims to fully reflect the diversity of Wales, to be anti-racist, to promote the social model of disability and be anti-discrimination of all types. The Client encourages Bidders to be committed to improving equality, diversity and inclusion in their own organisations including taking an anti-racist approach and

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removing barriers in line with the social model of disability. We expect Bidders to have processes in place (for example a policy) to demonstrate their commitment to equality, diversity, and inclusion and also to have a robust process for people with different protected characteristics to raise concerns about bullying and harassment. Therefore, equality, diversity and inclusion applicable to the Contract will be monitored as a standing item in Contract review meetings. One way of demonstrating commitment to equality is through the Disability Confident scheme. It is a free scheme open to organisations across public, private and 3rd sectors and is aimed at organisations and businesses from 1 employee upwards. The Client encourages Bidders, as potential suppliers, to explore the possibility of their organisation being Disability Confident Level 1 as a minimum.

About the scheme: <https://www.gov.uk/government/collections/disability-confident-campaign#become-a-disability-confident-employer>

How to sign up: <https://www.gov.uk/guidance/disability-confident-how-to-sign-up-to-the-employer-scheme>

## **20. ETHICAL SUPPLY CHAINS**

20.1. The Client is committed to ensuring that fair and transparent employment practices are in place throughout the supply chain for the Services. The Client's policy in relation to Ethical Employment Practices in Welsh Government Supply Chains is attached below. The Client will work with the successful Bidder to monitor and to ensure that fair employment practices are in operation.

<https://gov.wales/ethical-employment-supply-chains-code-practice>

## **21. ENVIRONMENTAL CONSIDERATIONS**

22.1 The Client is committed to minimising the effect of its day-to-day operations on the environment and successful Bidders are encouraged to adopt a sound proactive environmental approach, designed to minimise harm to the environment.

22.2 Any materials that are produced are to be kept to a minimum. Materials should be sustainable, renewable and recyclable.

22.3 Factors to be considered should include areas such as:

22.3.1 Adopting an environmental management system which includes focus on disposal of waste and packaging.

22.3.2 More efficient use energy and water

22.3.3 Beginning to embed sustainability into the provision of goods and services supplied to the Client

22.3.4 Use of recycled paper containing only post-consumer waste for all non-specialist printing whenever possible

22.3.5 Reduction in carbon dioxide emissions from business travel by extending use of video conferencing and encouraging the use of low emissions vehicles

22.3.6 Building an environmentally friendly work culture through training and high-quality communication with staff

22.4 While on site the successful Bidder should be aware of and actively support the Client's Environmental Policy Statement which will be made available on request to the successful Bidder in advance or on arrival.

22.5 The Bidder is referred to Condition 25 (Environmental Requirements) of the Welsh Government's Standard Conditions of Contract for Services.

## **PART 4: CONTRACT & PERFORMANCE MANAGEMENT**

### **22. COLLABORATIVE BIDS / CONSORTIA**

The Client welcomes collaborative bids. For further information on joint bidding, please see the Invitation to Tender and <https://gov.wales/search?global-keywords=joint+bidding>

### **23. BIDDERS REGISTERED OR LOCATED OUTSIDE OF ENGLAND AND WALES**

23.1. Bidders who are registered or based outside of England and Wales will be required to provide a legal opinion in a form prescribed by and satisfactory to the Client before the Contract is awarded. The legal opinion will need to be provided by a law firm authorised to practice in the foreign jurisdiction in which Bidder is registered or located and which is independent of the Bidder.

### **24. LOCAL AUTHORITIES/NHS BODIES**

24.1. Bidders that are local authorities or National Health Service bodies must ensure that they comply with all statutory provisions governing their power to enter into the Contract and to perform their obligations thereunder and shall [if so requested by the Client] provide evidence to that effect to the Client.

### **25. CONTRACT MANAGEMENT**

25.1. The nominated Client Contract Manager will be Eifion Jones, Monuments Grounds Manager.

25.2. The Contract Manager will be the point of contact for the Contractor during the course of the Contract.

25.3. Formal performance reviews will take place quarterly and shall be scheduled during the Contract implementation phase. However, the Contract Manager may elect to meet a named representative of the Contractor as and when necessary to discuss any issues which may have arisen during the provision of the Services.

25.4. Bidders will be required to provide the details of a nominated contact point to act as the successful Bidder's Contract Manager.

25.5. Bidders should provide the names of personnel to be assigned to the Contract, their status in the organisation and their previous experience of dealing with contracts of a similar nature.

## **26. PERFORMANCE MANAGEMENT**

26.1. The successful Bidder will be required to provide the following management information on a quarterly basis:

Dates and times of property visits

Details of tasks undertaken during visit

Before and after photographs of works completed

26.2. Contract Implementation

26.3. From time to time, the Client may be required to respond to urgent requests for information. The successful Bidder (s) shall provide the requested information within 24 hours of receipt of request, unless agreed in advance with the Client.

30.1 Key Performance Indicators (KPIs) will be used to measure the successful Bidder's performance of the Contract. The Client and the successful Bidder will meet after the intention to award of the Contract to agree the final KPIs that will apply during the Contract Period, the KPI's set will be published in the Contract Details notice. These may be refined during the Contract Period and updates against each will form part of regular Contract management reviews.

30.2 The KPIs will include:

<b>Grounds Maintenance</b>	
<b>Reason</b>	External hard and soft areas as detailed in the site-specific Landscape Plans are maintained to comply with the agreed standard and planting (where applicable) is maintained to enhance the perception of the site.
<b>Measure</b>	Client shall undertake a Quarterly audit to validate performance levels of the ground maintenance are kept equal or greater than 90%.
<b>Target</b>	In the event that the required standards do not achieve at least 90% a target rating of unacceptable will be recorded.

<b>Biodiversity Compliance</b>	
<b>Reason</b>	To ensure the appropriate biodiversity management as detailed in the site specific Landscape Plans are being delivered.
<b>Measure</b>	Client shall undertake a Quarterly Biodiversity audit to validate landscaping services are compliant with biodiversity management and ecological management plans with results determining Actual Score %.
<b>Target</b>	In the event that the required standards do not achieve at least 90% a target rating of unacceptable will be recorded.

The KPI's will be assessed in accordance with the ratings set out in regulation 40(5) of the Procurement (Wales) Regulations 2024 as set out in the table below. These ratings will be used and reported by the completion by the Client of the contract performance notice.

<b>Rating</b>	<b>Description</b>
Good	Performance is meeting or exceeding the KPI
Approaching target	Performance is close to meeting the KPI
Requires improvement	Performance is below the KPI
Inadequate	Performance is significantly below the KPI
Other	Performance cannot be described as good, approaching target, requires improvement or inadequate

30.3 Records on achievement of the KPIs must be submitted by the successful Bidder to the Client on a quarterly basis.

30.4 In certain situations where a successful Bidder breaches a public contract, or fails to satisfactorily perform a public contract, the Client must report this by publishing details in a contract performance notice. These provisions are intended to capture the most serious and persistent performance failures. As detailed in section 71 of the Procurement Act 2023 (assessment of contract performance), the following incidents are a trigger for contracting authorities to publish a contract performance notice:

71 (3)

- a. supplier has breached a public contract, and
- b. the breach results in
  - (i) termination (or partial termination) of the contract,
  - (ii) the award of damages, or
  - (iii) a settlement agreement between the supplier and the contracting authority.

71 (4) A contracting authority considers that a supplier

- a. is not performing a public contract to the authority's satisfaction,
- b. has been given proper opportunity to improve performance, and
- c. has failed to do so.

Where a breach or failure to perform leads to full termination and this event is the first to occur, a contract termination notice is published instead. Where poor performance / breach of contract leads to the partial termination of a contract, a contract performance notice will be published. Where poor performance / breach of contract leads to full termination of the contract, a contract termination notice will be published.

Examples of failing to meet the obligations set out in the contract may include:

- Repeated failure to meet one or more KPIs over a period as set out in the contract (e.g. where a KPI is measured monthly, this may be 3 consecutive months, or 3 out of 6 months, etc.)
- Failure to adhere to a core contract term, such as the requirement to hold insurance.
- Failure to deliver goods, services or works to the required standard.

30.5 For poor performance to trigger publication of a contract performance notice, the successful Bidder will have been given proper opportunity to improve performance (but subsequently failed to do so).

### 31.0 PERFORMANCE ISSUES

Issues with the performance of the Contract by the successful Bidder will be dealt with in accordance with the procedures set out in the Welsh Government's Standard Conditions of Contract for Services.

### 32.0 INVOICE AND PAYMENT PROCEDURE

- 32.1 If a Framework Agreement, consider including the following sentence: [Unless an alternative interval / instalment of payments for Call Off contracts is mutually agreed with the successful Bidder during the inception meeting] Payment will be made in arrears within 30 days of receipt of a valid and agreed invoice. Invoices must show a full breakdown of costs that clearly correlate with the successful Bidder's tender.
- 32.2 The Client will deduct from any sum payable to the successful Bidder any income tax, national insurance contribution and such other tax, fee or charge it is required to deduct in accordance with legislation such as legislation known as the "IR35 legislation". Information on IR35 legislation can be found here: <https://www.gov.uk/topic/business-tax/ir35>. After selecting the successful Bidder, the Client will determine whether or not it will be required to make any such deductions. The Client's determination will be stated in the Award Letter to the successful Bidder.
- 32.3 A valid invoice must include the information listed in Condition 13 (The Price and Payment) of the Standard Conditions.
- 32.4 Invoices should be emailed in a pdf format direct to the address stated on the Purchase Order (usually this is the Corporate Shared Service Centre [financewaginvoices@gov.wales](mailto:financewaginvoices@gov.wales) ) to ensure payments can be processed as quickly as possible (usually within 5 working days). Backing documents to support an invoice are to be sent along with a copy invoice to the Client Contract Manager.
- 32.5 The successful Bidder must provide a breakdown of all costs as required by the Client. The Client may request extra detail to appear on each invoice. It is critical that each invoice makes clear what has been charged and why, and that its layout facilitates checking, approval and audit.
- 32.6 Copy invoices shall be issued within five working days of a request being made.
- 32.7 The successful Bidder shall perform regular internal audits to check for duplicate charges and / or payments and provide the Client with a report of all items identified on a quarterly basis, arranging appropriate refunds to the Client.

#### Payment Requirements

- 32.8 The Client will determine their preferred payment method as part of the account opening / implementation procedure.

32.9 The Client may wish to use the Welsh Purchasing Card (either as a VISA or MasterCard product) as the means of paying for goods and services.

#### E –PROCUREMENT CAPABILITY

32.10 The Client requires Bidders to be capable of conducting business electronically, including but not limited to Purchase Order receipt and invoice delivery. There are no licence fees or transaction costs applicable to Bidders using the eTrading system, and support is available to help Bidders in registering and using the system.

32.11 It may be a requirement, where requested by the Client to receive electronic Purchase Orders and send electronic Invoices and electronic Credit Notes via the eTrading system within one month of the request being made.

#### FAIR PAYMENT

32.12 UK government policy is to expect all public sector organisations to pay successful Bidders within 10 working days of the receipt of a valid and agreed invoice. Whilst standard payment terms within contracts remain at 30 days, it is generally accepted that successful Bidders will be paid within 10 working days (although it should be recognised that it may take longer than 10 days).

32.13 The successful Bidder must pay their sub-contractors / consortium members within a maximum 30 days of the receipt of a valid invoice. The Client will be in contact with sub-contractors / consortium members to ensure Fair Payment is observed. Bidders are encouraged to sign up to the Prompt Payment Code [PPC – Small Business Commissioner](#)

### **33.0 PRICE ADJUSTMENT ON EXTENSION OF THE CONTRACT PERIOD**

If the Contract Period is extended past the initial 2 year period, either Party can require the Price to be adjusted in accordance with the Consumer Price Index (CPI) which has taken place over the 12 calendar months preceding the end of the initial Contract Period using the most recently published data.

### **34.0 CHANGES TO THE SPECIFICATION**

34.1 This specification sets out the Client's service requirements. During the Contract Period it is anticipated that these requirements may be refined with the aim of achieving best value for money for a quality output. The potential changes to the requirements include additional consultancy services in relation to grounds maintenance plans and actions (where appropriate), additional services in relation to grounds maintenance and management (not listed specifically elsewhere in this contract).

34.2 Changes to the specification will be implemented in accordance with the procedure set out in Condition 35 (Change Control) of the Welsh Government's Standard Conditions of Contract for Services.

### **35.0 STANDARD CONDITIONS OF CONTRACT**

The Welsh Government's Standard Conditions of Contract for Services (SCON-Services) (version 1.2) shall apply to the Contract. The Bidder must agree to these as part of its tender response. These are standard conditions for all contracts – even if the Bidder considers that particular conditions are not relevant or applicable, there is no need to delete and/ or make any amendments.