

## **STANDARD CONDITIONS OF CONTRACT**

### **Contract Documents**

The Contract Documents will comprise:

Standard Conditions of Contract  
Specification of Works  
Site Plans  
Form of Tender  
Procurement Policy – including Approved Contractor application form.

### **Officer**

The Lead Officer will be the Town Clerk: Mr John Kay.

### **Extent of Work**

The works will include the regular grass cutting and associated maintenance of the War Memorial Recreational Ground playing fields, including football pitches, Kingshill Play Area and Highfields Play Area.

Dursley Town Council reserve the right to offer contracts to more than one tenderer based on a decision to split the site locations.

### **Site Details**

War Memorial Recreation Ground, Kingshill Road, Dursley, GL11 4BJ

APPROX. AREA                      5 hectares

The playing fields are located alongside the A4135 in central Dursley immediately to the south of Rednock School. The site currently has two tennis courts, football pitches, pentanque court, a pavilion with changing facilities, workshops for Council employed grounds staff, two play areas and a small skatepark.

Vehicular access is possible for staff and contractors via an entrance from the A4135. There is limited parking for users of the site in the neighbouring Sainsbury's and swimming pool car parks which adjoin the site. The entire site is surrounded by trees and hedges. Most of the mature trees are on the boundary to the north west of the site. The maintenance of the trees and hedges are **NOT** included within this contract.

### **Highfields Playing Field**

APPROX. AREA                      1.3 hectares

This site is leased to Dursley Town Council from Stroud District Council until 2041.

The site includes a fenced infants playground, informal play areas, a BMX track, a zip wire and an informal football area. Vehicle access is available from either end via School Road or Second Avenue, with parking available at the School Road access lane.

Kingshill Play Area

APPROX. AREA                      1 hectares

The site is a popular green space enjoyed by local residents. It includes play equipment and informal play areas. Vehicular access to the site and parking is accessed by an agreement with neighbouring Kingshill House.

**Workmanship and Equipment**

The workmanship must be of the highest standard and shall conform to all relevant British Standards, Specifications and Codes of Practice.

**Additional Erection/Installation**

The Council could add additional outside fixtures and fittings during the period of the Contract and no application from the Contractor to adjust the Contract price will be considered.

**Duration of Contract**

The duration of the Contract will be from 1<sup>st</sup> April 2025 until 31<sup>st</sup> March 2028, with the final decision on the extent of the Contract to be made by the Council after the tenders have been received.

Tenders are to be priced as per the dates shown on the form of tender. There will be no opportunity to alter the rates tendered during the 3 year term.

There will be an opportunity to extend the contract for a period of two years until 31<sup>st</sup> March 2030, subject to approval of the Council and the agreement of successful tenderer. This decision will be confirmed on or before December 2027.

The successful tenderer will be invited to revise the rates for the two-year extended period (if offered) prior to the agreement of the extension.

**Payment to Contractor**

The Contractor will submit a six-monthly account, in arrears, throughout the duration of the contract.

**Termination of Contract**

Either party may, without reason, terminate the Contract, in writing, giving three months' notice.

**Insurance**

The Contractor is required to have a minimum of £5,000,000 public liability insurance for Contracts. A current Certificate of Insurance to this effect must be produced to the Town Clerk prior to commencement of the Contract. 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 workmanship 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 the Health and Safety at Work Act and all other Acts and Regulations in respect of the work comprised in this Contract.

### **Notes to Tenderers**

Attention is drawn to the Form of Tender and Standard Conditions of Contract. These documents must be read in conjunction with the Specification of Works and site plan. Contractors are advised to carefully read all documentation.

The prices to be included in the Form of Tender are to be the full inclusive value of the work described, including all profit, costs and expenses, and all general risks, liabilities and obligations.

A price shall be inserted against each item on the Form of Tender for which the tenderer wishes to be considered for.

No alteration to the text of the Form of Tender is to be made by the Contractor tendering. 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 Council 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 works completed.

### **Completed Tenders Return Date**

Completed tenders can be sent via the post, hand delivered or electronically.

Only fully completed and signed Form of Tenders received prior to **12 noon on Monday 9th December 2024** will be considered, otherwise they will be deemed invalid.