



Cam Parish Council
Specification and Requirements for grounds maintenance

1.0 General

1.1 Scope

The village of Cam lies some 15 miles south of Gloucester off the A38. The specification relates to the grass-cutting of Jubilee Playing Fields at Everside Lane and Cam Green, plus open space areas at Lark Rise, High Street (Jubilee Tree) and Cam Pitch. Hedge and tree work relate to the above sites and to allotments at Upthorpe Ashmead (2 sites) Woodfield and Westend, and to hedges at Broadmere, and Cam Pitch.

1.2 Definitions

The terms used in these regulations shall have the following meanings:

“Parish Council” means the Cam Parish Council.

“The Contractor” means the person, firm or Company carrying out the Works to the order or instruction of the Parish Council.

“The Site” is any part or whole of the areas identified and designated in the location schedule.

1.3 Responsibilities

The Contractor is responsible for the overall safety of his work force in all matters relating to safety. The Contractor shall ensure that they are complied with by his employees, sub-contractors and others under his control.

2.0 Statutory Requirements

The Contractor shall comply in all respects with all Statutory Acts of Parliament and local regulations.

3.0 Operating Working Areas

During the work all operating areas shall be kept free of obstruction and if necessary to ensure the safety of the public shall be securely fenced.

4.0 Engine Driven Equipment

All engine driven equipment shall be equipped with an efficient silencer system on the exhaust to limit noise to the acceptable decibel limit.

5.0 Tools and Equipment

The Contractor shall be responsible for providing all tools and equipment necessary to carry out the Works efficiently and shall possess all safety certificates necessary for those items of equipment requiring them.

6.0 First Aid

The Contractor shall comply with any statutory requirements that require the provision of first aid boxes if his work force numbers require such to be provided.

7.0 Advertising

The Contractor shall not display any advertising notices during the programme of Works unless permission is obtained from the Parish Council.

Clearance of Site

The Contractor shall ensure that any equipment which is not in use is kept clear of the work area as the Works proceed. The Contractor shall clear away and remove from site all surplus material and rubbish as the work proceeds and on completion of the Works.

8.0 Working Hours

The Contractor shall carry out the work during his normal working day. Working within non-daylight hours will not be undertaken.

9.0 Labour Relations – Payments

The Contractor shall include in his tender any extra payments he may consider necessary such as: condition money, incentive and bonus payments. No claim for such extra payments will be considered after the contract has been awarded.

10.0 Sub-Contracting

The Contractor shall not sub-let any part of the contract without the prior approval of the Parish Council and any such consent shall not relieve the Contractor of his obligations under the Contract.

11.0 Liability of Contractor

The Contractor shall be liable for any loss damage or injury caused by the Contractor or any sub-contractor, employee servant or agent of the Contractor to third parties or property of such third parties. The Contractor shall also be responsible for any loss, damage or injury to his own plant, equipment and employees howsoever caused. The Contractor agrees to indemnify the Parish Council in respect of any such loss, damage or injury in respect of any claims, proceedings, damages, loss or cost arising therefrom or in relation thereto to the extent detailed in the clause.

12.0 Insurance

Without prejudice to the liabilities of the Contractor under this contract during the period of the contract, the Contractor will maintain full public liability insurance cover for his liabilities under clause 12.0 above.

13.0 Default or Bankruptcy of Contractor

If either:

- a) the Contractor contravenes or makes default in the performance of any of the provisions hereof and the contraventions or default continues for 7 days after the Parish Council has given notice in writing to the Contractor specifying the contravention or default, or
- b) the Contractor becomes bankrupt or insolvent or has a receiving order made against him or presents his petition in bankruptcy, or makes an arrangement or assignment in favour of his creditors, or agrees to carry out the Works forming the subject of this Contract under a committee of inspection, or has a Receiver appointed or is the subject of a petition to wind it up or goes in to liquidation (other than voluntary liquidation for the purpose of amalgamation or reconstruction) or has execution levied on his goods (the same not being paid out in 7 days)

the Parish Council may (without prejudice to any other remedy available to it) by notice in writing to the Contractor forthwith determine the Contract, and may retain all monies then due or thereafter falling due under the Contract and apply them towards making good any loss or damage arising from the contravention or default in the performance of this Contract.

14.0 Variations

No variations shall be made nor work involving an extra charge be put in hand without either an instruction in writing from the Parish Council or a verbal instruction from the Parish Council which the contractor confirms in writing to the Parish Council within 7 days and any Works not so authorised shall not be payable.

15.0 Payments

Payments shall be made to the Contractor the month following presentation when they will be approved by the Parish Council at its monthly meeting.

16.0 Tender

16.1 Price

The Contractor shall submit a Lump Sum Price with the exception of VAT where applicable, for the whole of the Works as detailed in the "Scope of Works" paragraph.

16.2 Timing

The price shall be for the Works to be carried out during the **2-year period 2023-2025**

16.3 Site Visits

The Contractor is expected to visit the site to ascertain any conditions that may affect his bid. The Parish Council will not entertain any future claims for additional payments due to the Contractor's failure to comply with this provision.

16.4 Return of Tenders

Completed tenders should be returned using an addressed envelope no later than 17:00 hours on **Thursday 24 February 2023** to:

Clerk to the Council
Cam Parish Council
4 Noel Lee Way
Cam
Glos
GL11 5PS

All tenders Should be clearly marked

TENDER APPLICATION - GROUNDS MAINTENANCE

Any bids received after that date will be returned to the sender.

Any queries in relation to the bids should be addressed to The Clerk who can be contacted by telephone on 01453 548884 or on clerk@camparishcouncil.gov.uk.

16.5 Acceptance of Tender

The Parish Council does not undertake to accept the lowest or any tender if deemed not suitable on cost or technical assessment.