**Appendix A**

**MOUNTSORREL PARISH COUNCIL**

**GROUNDS MAINTENANCE CONTRACT**

**STANDARD CONDITIONS OF CONTRACT**

**Contract Documents**

The Contract Documents will comprise:

 Appendix A Standard Conditions of Contract

 Appendix B Specification of Works

Appendix C Schedule of Works

Appendix D Commercial Information

Appendix E Form of Tender

Appendix F Declaration

**Officer**

The Officer will be the Parish Clerk,

**Extent of Work**

Generally, the work will comprise of the cutting of grass, strimming and selective weed control where specified on land within the parish of Mountsorrel. To include strimming around play equipment, outside furniture, trees, bushes, fences, hedges and all other authorised site fixtures and fittings. To include grass removal from all play safety surfaces and footpaths by sweeping or blower.

**Site Details**

The sites are situated throughout Mountsorrel

Before tendering the Contractor is advised, at his own discretion, to visit the sites to satisfy himself as to the full extent of the Contract Specification. No claims arising from failure to do so will be accepted.

**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 1st May 2019 until 31 March 2022, with the final decision on the duration of the Contract to be made by the Council after the tenders have been received. Tenders are to be priced on an annual basis. There will be no opportunity to alter the rates tendered during the term.

**Payment to Contractor**

The full contract sum shall be paid in equal monthly instalments throughout the year, on receipt of monthly invoice from Contractor.

**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 £10,000,000 public liability insurance. A current Certificate of Insurance to this effect must be produced to the Parish 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**

a) 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, Plans and Schedule of Works. Contractors are advised to carefully read all documentation.

b) 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.

c) The Contract is capable of being split into the following: (if prospective Contractors would like to tender for only part of the contract)

1. Grass Cutting – Quotations 1 – 8
2. Grass Verge Cutting – Quotation 9
3. Castle Hill - Quotation 10

d) A price shall be inserted against each item on the Form of Tender.

e) 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.

f) Weed killing chemicals must only be applied where specified and must be applied by certificated staff. Evidence of certification must be provided to the Council.

g) 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.

h) Invoices presented for payment must include a schedule of the works completed in that month including the dates of the work.

i) Contractors are asked to contact the Parish Clerk if any clarification is required.