

Invitation to Tender

For the provision of

Weed Spraying Services

CPU 6252

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1. Introduction

1.1 Outline Scope of Requirements

* + 1. Nottingham City Council (hereafter 'the Authority') is seeking tenders from sufficiently experienced and qualified contractors to establish a fixed term services contract to provide weed spraying services. The Authority’s detailed requirements are defined in the Service Specification outlined in Section 4 of the Invitation to Tender Document.
	1. Contract Duration
		1. The contract will be awarded to one supplier for an initial duration of two (2) years with the option to extend for a further one year only, at the Authority’s discretion.
	2. Contract Value
		1. The total contract value is estimated to be £50,000.00 per annum and approximately £150,000.00 over the total length of the contract, including the potential extension periods.
	3. Procurement Timetable

|  |  |
| --- | --- |
| **Stage** (The dates provided may be subject to change) | **Date** |
| Invitation to Tender issue date | 3 September 2024 |
| Deadline for contractor clarification requests | 01 October 2024 |
| Invitation to Tender return date | 08 October 2024 |
| Contractor Clarification (ensure availability) | w/c 15 October 2024 |
| Contractor outcome notification by | w/c 22 October 2024 |
| Contract Start Date | 5 November 2024 |

* 1. Contract Terms & Conditions
		1. The draft contract the Authority proposes to use is available through the e-tendering portal, [www.eastmidstenders.org](http://www.eastmidstenders.org). By submitting a tender, Tenderers are agreeing to be bound by the terms of this invitation to tender and the contract without further negotiation or amendment.
		2. For contracts that do not require a seal, the final contract will be populated by the Authority upon successful award of this opportunity. Unless a hard copy is specifically required by the contractor an electronic version in PDF format will be sent to the winning bidder(s) via the procurement portal. The contractor will be required to print the contract and sign the relevant section of the signature page. The contract must be signed by hand. Typed or electronic signatures will not be accepted. The signature page must be scanned and together with a copy of the contract returned the Authority electronically via the procurement portal. A version of the contract that is signed by all relevant parties and dated by the Authority will be returned to the Contractor electronically. Please do not date the contract.
		3. For contracts that require a seal, the process outlined in clause 1.5.2 will apply but the contractor will be required to print and sign **two** copies of the contract and return both documents to the Authority via post. Please do not date the contract.  One of the copies of the contract that has been signed by all relevant parties and dated by the Authority will then be returned to the Contractor by post.
1. Conditions of Tender
	1. General Requirements
		1. Tenders are invited for the supply of services in accordance with the detailed requirements set out in the Specification.
		2. Tenders must be submitted in accordance with the following instructions; any not complying in part or in whole may be rejected at the Authority's sole discretion.
	2. Preparation of Tender
		1. Tenderers are responsible for obtaining all information necessary for the preparation of their response. All costs, expenses, and liabilities incurred by the Tenderer in connection with the preparation and submission of the Tender, and attending any such presentations or interviews as required, shall be borne by the Tenderer.
		2. The Tenderer will be deemed for all purposes connected with the Tender and the contract to have carried out all researches, investigations and enquiries which can reasonably be carried out and to have satisfied itself as to the nature, extent, and character of the requirements of the Contract (in the context of and as it is described in the Specification), the extent of the materials and equipment which may be required and any other matter which may affect its Tender.
		3. Tenderers may request clarification on any of the points contained in the tender documents (including requests for clarification in relation to the contract terms and conditions). However Tenderers should note that contract terms are non-negotiable and by submitting a completed tender response to the Authority, they are accepting the Authority’s terms of contract. Any qualified tender responses could be deemed as non-compliant.
		4. Clarification requests MUST be submitted in writing through the e-tendering portal, [www.eastmidstenders.org](http://www.eastmidstenders.org), no later than **12:00pm on 01 October 2024.** This will allow the Authority to prepare a response and to supply the information before the final date for receipt of tenders.
		5. Unless otherwise stipulated within the terms and conditions of the contract, Tenderers are responsible for the costs of preparing and submitting their tender response.
		6. Any background information included in relation to this tender is provided in good faith to assist Tenderers in submitting their tenders; no guarantee is given that it is exhaustive, or that any conclusion whatsoever may be drawn from it; and no warranty is made as to its accuracy.
		7. Information given in respect of historical spend is given as a guide; the Authority makes no warranty and accepts no liability as to the actual value or volume of orders to be placed with the Contractor.
		8. Responses to this Invitation to Tender, and any other associated communication must be submitted in English.
	3. Responses to Invitation to Tender
		1. The purpose of the response is to enable us to evaluate your understanding of our requirements, your proposed methods for meeting them and the suitability of your organisation to become a contractor to the Authority.
		2. Your response shall consist of the following:
			1. A completed Selection Questionnaire, available online on the East Midlands Tenders Procurement Portal.
			2. A written response to the Quality Assessment section, contained within the Form of Tender
			3. A breakdown of costs in accordance with the Pricing Schedule, contained within the Form of Tender.
			4. The signed Collusive Tendering Certificate, and Tender Declaration, contained within the Form of Tender.
		3. Tenderers should complete the Form of Tenderas instructed and should not make any variation or alteration to the document supplied nor submit any supplementary documents, unless expressly invited or permitted. The Authority reserves the right not to consider any tender submissions received in any other format.
		4. Where signatures are required, these must be provided by an appropriately authorised individual as follows:
			1. Where the Tenderer is an individual, by that individual;
			2. Where the Tenderer is a partnership, by two duly authorised partners;
			3. Where the Tenderer is a limited company, by a director duly authorised for such purposes.
		5. Signatures may be requested electronically on the procurement portal or within the Form of Tender to be submitted. Where a handwritten signature is requested; a scanned signature or an electronic signature is acceptable. Please note; it is acceptable to submit a typed signature for the online Selection Questionnaire declaration.
		6. Tenderers shall satisfy themselves of the accuracy of all fees, rates, and prices quoted, since Tenderers will be required to hold these or withdraw their Tender in the event of errors being identified after the submission of Tenders.
		7. If a Tenderer fails to provide fully for the requirements of the Specification in the Tender they must either:
			1. Absorb the costs of meeting the full requirements of the specification within their tendered price; or
			2. Withdraw their bid.
		8. All tenders shall be valid and held open for acceptance by the Authority for a period of at least 90 days from the deadline for returns.
	4. Submission of Tenders
		1. All tenders and any associated documents must be submitted via the Authority’s e-tendering portal, located at [www.eastmidstenders.org](http://www.eastmidstenders.org).
		2. If you experience any problems accessing EastMidsTenders please contact the Helpdesk on Tel: +44 330 005 0352 or Email: procontractsuppliers@proactis.com
		3. Tenders must be submitted no later than the time and date shown on the front of this document. No tender will be considered which is late, for whatever reason.
		4. No alteration or amendment of returns will be accepted after the stated deadline, with the exception that the Authority may, at its sole discretion, permit a Tenderer to correct an error or omission that, in the Authority's considered opinion, is a genuine and obvious one.
		5. We do not open any tenders until after the stated deadline has expired, therefore there is neither penalty nor advantage for returning a tender early.
	5. Consideration of Tender
		1. The Authority reserves the right not to award the Contract in whole
		2. Any acceptance of a Tender by the Authority shall be in writing and shall be communicated to the Tenderer.
		3. Upon acceptance the Contract shall thereby be constituted and become binding on both parties, notwithstanding which the Tenderer shall, upon request of the Authority, forthwith execute a formal contract in the form provided.
	6. Non-Consideration of Tender
		1. The Authority may, at its absolute discretion, refrain from considering any Tender where:
			1. It is not in accordance with the Form of Tender and/ or terms and conditions provided within the tender pack;
			2. The Tenderer makes or attempts to make any variation or alteration to the terms of the Form of Tender, the terms & conditions, or the Specification; except where a variation or alteration is expressly invited or permitted;
			3. Any part of the submission is incomplete, or the Tenderer does not provide all the information required by the Authority.
			4. The Tenderer submits supplementary documents; except where supplementary documents are expressly invited or permitted.
	7. Rejection of Tender
		1. The Authority may reject any tender in any of the following circumstances where the Tenderer:
			1. Fixes and adjusts prices shown in its Form of Tender by any agreement with any other person, or communicates to any person (other than the Officer mentioned in this tender) the amount or approximate amount of the prices (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or for the purposes of financing or insurance); or
			2. Enters into any agreement with any other person that such other person shall refrain from submitting a Tender or shall limit or restrict the prices to be shown by any other Tenderer in its Tender; or
			3. Offers or agrees to pay or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having or causing or having caused to be done in relation to any other Tenderer or any other person’s proposed Tender any act or omission; or
			4. In connection with the award of the Contract commits an offence under the Bribery Act 2010 or gives any fee or reward the receipt of which is an offence under Sub-Section (2) of Section 117 of the Local Government Act 1972;
			5. Has directly or indirectly canvassed any member or official of the Authority concerning the acceptance of any Tender or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Tenderer or Tender submitted by any other Tenderer.
	8. Tenderer’s Warranties
		1. In submitting a Tender the Tenderer warrants and represents that:
			1. It has not carried out any of the acts or matters referred to in the clauses titled *Non-Consideration of Tender* or *Rejection of Tender*, and has complied in all respects with these Conditions of Tender;
			2. All information, representations and other matters of fact communicated (whether in writing or otherwise) to the Authority by the Tenderer or its employees in connection with or arising out of the Tender are true, complete and accurate in all respects;
			3. It has made its own investigations and research, and has satisfied itself in respect of all matters relating to the Tender, the Specification and the Terms & Conditions and that it has not submitted the Tender and will not have entered into the Contract in reliance upon any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by the Authority;
			4. It has full power and Authority to enter into the Contract and will if requested produce evidence of such to the Authority;
			5. It is of sound financial standing and the Tenderer and its partners, officers, and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the accounts or other financial statements of the Tenderer) which may adversely affect such financial standing in the future.
		2. The Authority requires the following minimum insurances; the winning Tenderer will be required to demonstrate that they hold the appropriate levels of indemnity before being awarded the contract:
			1. Employer's Liability: £5,000,000
			2. Public Liability: £5,000,000
			3. Professional Indemnity: £1,000,000
			4. Motor Insurance – Fully Comprehensive
	9. Data Protection
		1. The bidder shall ensure that any information that is provided as part of the tender process is at all times compliant with their obligations under the Data Protection Act 2018 and the UK General Data Protection Regulations.
		2. Notwithstanding the general obligation above where the Provider is tendering to processing Personal Data as a Data Processor for the Council, the Provider shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful Processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under Article 5 (1)(f) of the UK GDPR; and if awarded the contract will provide the Council with such information as the Council may reasonably require to satisfy itself that the Provider is complying with its obligations under the Data Protection Legislation.
		3. Any contract specific information in respect of data protection is set out in the Specification and Contract documents.  Bidders are expected to have read and fully understood the Council’s requirements and any data protection implications associated with them, including the bidder’s own obligations, liabilities and responsibilities under data protection legislation in the delivery of the tendered contract.
	10. Confidentiality
		1. The Invitation to Tender, Terms & conditions, Specification, and all other documents or information issued by the Authority in relation to the Tender shall be treated by the Tenderer as private and confidential for use only in connection with the Tender and any resulting contract, and shall not be disclosed in whole or in part to any third party without the prior written consent of the Authority.
		2. The documents which constitute the Contract and all copies thereof are and shall remain the property of the Authority (whether or not the Authority shall have charged a fee for the supply of such documents) and must not be copied or reproduced in whole or in part and must be returned to the Authority upon demand.
		3. All information provided by tenderers as part of their response will be treated as confidential during the procurement process. Requests for information received following the procurement process will be considered by the Authority on a case by case basis applying the principles of the Freedom of Information Act which permits certain information to be withheld, for example, where disclosure would be prejudicial to a party’s commercial interests, and in accordance with the Authority’s transparency obligations.
	11. Freedom of Information
		1. The Authority is subject to the requirements of the Freedom of Information Act 2000 (FoIA) and the Environmental Information Regulations 2004 (EIR); and may be obliged to disclose information (including information provided by Tenderers) in accordance with the requirements of this legislation.
		2. Tenderers shall state if any information supplied by them is confidential or commercially sensitive or should not be disclosed in response to a request for information under the Act, and should state why they consider the information to be confidential or commercially sensitive.
		3. The Authority shall be responsible for determining at its absolute discretion whether information held by it relating to the tender shall be disclosed in response to a request for information under FoIA or EIR.
		4. This will not guarantee that the information will not be disclosed, but will be examined in the list of the exemptions provided in the Act.
	12. Intellectual Property
		1. Unless otherwise specified or agreed, it is the intention of the Authority that all intellectual property rights in all works or supplies provided in relation to this tender which are written or produced on a bespoke or customised basis, including, without limitation, all future such rights when the said works are created, shall be owned by the Authority, and the contractor shall ensure that it executes all documents necessary to effect such ownership.
		2. Where the Tenderer provides existing intellectual property right protected material to the Authority in relation to this tender, it shall disclose this to Authority; warrants it has the right to do so; and shall fully indemnify and hold the Authority harmless against all loss or liability arising from any third party intellectual property rights claims arising both from such existing material and in relation to any such bespoke work.
		3. Except as provided above, both parties retain ownership of their pre-existing intellectual property rights protected material.
	13. Sub-contracting
		1. The Authority requires all Tenderers to identify whether (and which) sub-contracting or consortium arrangements apply in respect of this tender. In particular, Tenderers must specify the elements / share (if any) of the contract it intends to sub-contract, any proposed sub-contractors and precisely which entity they propose to be the service provider. This information shall be stated within the Selection Questionnaire.
	14. Consortium Bids
		1. Organisations which might not have the necessary capability or size to tender for the requirement individually are invited to form consortia with other organisations to be able to put in joint bids.
		2. Consortium bids are particularly encouraged from groups of small medium enterprises (SME’s) or voluntary sector organisations, to allow them to compete in markets where they would otherwise be under-represented.
		3. Consortia may take one of two forms, depending on the agreement between the constituent organisations:
			1. Where Tenderers are proposing to create a discrete corporate entity, they shall provide a separate attachment giving details of the entity itself, and the actual or proposed percentage shareholding of the constituent members within the consortium.
			2. If a consortium is not proposing to form a corporate entity, full details of the alternative arrangements proposed shall be provided in a separate attachment. This shall include the management structure, and the identity of the lead organisation responsible for submitting the application on behalf of the consortium.
		4. In either case, each constituent member of the consortium must complete a selection questionnaire with its own details to be submitted as part of a single composite response.
		5. The Authority recognises that arrangements in relation to consortia may (within limits) be subject to future change. Contractors should therefore respond in the light of the arrangements as currently envisaged. Contractors are reminded that any future proposed change in relation to a consortium must be notified to the Authority so that it can make a further assessment by applying the selection criteria to the new information provided.
		6. Where not already the case, the Authority reserves the right to require a successful consortium to form a single legal entity in accordance with regulation 19(6) of the Public Contracts Regulations 2015
	15. TUPE (Transfer of Undertakings and Protection of Employment) Regulations
		1. The Council considers that it is unlikely that TUPE will apply.
		2. The Council has obtained information from the current Contractor that TUPE does not apply to the staff currently employed to undertake this provision, which is the subject of this Invitation to Tender.
		3. Tenderers are advised to seek independent professional advice and if, for any reason, Tenderers deem TUPE to apply all costs submitted must include TUPE cost implications.
	16. Words and Expressions
		1. Words defined in the Terms & Conditions shall have the same meaning in the Invitation to Tender, Form of Tender, Conditions of Tender, and the Specification.
	17. Further Information
		1. Please refer to the procurement website for further information and useful resources such as relevant corporate policies, procedures and standards:

<https://www.nottinghamcity.gov.uk/information-for-business/business-information-and-support/procurement/>

Section 3: Tender Evaluation

* 1. Checking and Evaluation of Tenders
		1. An initial examination will be made to establish the completeness of submitted tenders. The Authority reserves the right to disqualify any tender submission which is incomplete.
		2. Responses to the supplier information questions will be checked for compliance, and further clarification sought for any outstanding queries. Tenderers not meeting the basic minimum standard required after clarification may be excluded from further consideration at the Authority's discretion.
		3. The Authority will evaluate the submissions to establish which it considers to be the most economically advantageous tender in accordance with the following award criteria in descending order of importance:
			1. Quality 30%
			2. Price 70%
	2. Selection Questionnaire (SQ)
		1. Tenderers are required to provide the information requested in the Selection Questions provided via the portal. These questions are used to gauge your organisation's suitability to become a supplier to the Authority.
		2. All responses will be evaluated as indicated within the questionnaire, with clarification sought where appropriate.
		3. Responses to the Selection Questions will be checked for compliance, and further clarification sought for any residual queries. Tenderers not meeting the basic minimum standard required after clarification may be excluded from further consideration at the Authority's discretion.
		4. Please do not provide any supporting information at this time unless specifically requested in the questionnaire; relevant details will be requested from Tenderers as required and checked for suitability prior to contract award.
	3. Quality Assessment
		1. Tenderers are invited to submit a response to each of the questions included within the Quality Assessment Questions section in the Form of Tender provided within the tender pack.
		2. The Authority will assess Tenderers’ responses to each question against the criteria set out in the Quality Assessment Scoring Table below, and will award points up to the maximum shown against each heading:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **QU** | **Description** | **Score** | **Weight** | **Maximum Score Available** |
| 1 | Method Statement and Risk Assessments | 5 | 4 | 20 |
| 2 | Environmental Considerations | 5 | 2 | 10 |
| **Total** | 30 |

* + 1. Each question will be assigned a score according to the following criteria. Failure to achieve a rating of satisfactory (i.e. a minimum unweighted score of 3 or above) in any one or more categories may result in the bid being disqualified at the Authority’s discretion:

|  |  |
| --- | --- |
| **Assessment Criteria** | **Score** |
| **Unacceptable:** either no answer is provided, or the answer fails to demonstrate that any of the key requirements in the area being measured will be delivered. | 0 |
| **Poor:** fails to demonstrate how the basic requirements in the area being measured will be addressed, giving rise to serious concerns that acceptable outcomes would be not delivered against the specification. | 1 |
| **Weak:** barely demonstrates how the basic requirements in the area being measured will be addressed, giving rise to concerns whether acceptable outcomes would be delivered against the specification. | 2 |
| **Satisfactory:** demonstrates how the basic requirements in the area being measured will be addressed so as to deliver acceptable outcomes against the specification. | 3 |
| **Good:** demonstrates how most of the requirements in the area being measured will be addressed so as to deliver good outcomes against the specification. | 4 |
| **Excellent:** demonstrates clearly how all of the requirements in the area being measured will be fully addressed so as to deliver excellent outcomes against the specification. | 5 |

* + 1. The weighted scores for each question will be added together to create a total score for the quality assessment section.
	1. Price Evaluation
		1. The pricing schedule covered by this contract is given in Section 2 of the Form of Tender, provided with the tender pack. The bidder is required to complete and submit the pricing schedule as part of their tender submission***.***
		2. The Authority is seeking a single fixed price for each of the items in the Pricing Schedule – the price of the scheduled treatments. All responses must be submitted using current prices and rates which will fixed for the first year of the contract.
		3. The Fixed fee for any additional km outside of the original scope will not be evaluated but are to be provided for information.
		4. The lowest priced proposal will receive the maximum score available for pricing. All other proposals will be awarded a score in accordance with the following formula: score = (lowest bid received / bid price) x available score.
		5. Abnormally low or high bids may distort evaluation of tenders, and where the Authority considers a bid to fall into one of these categories the Tenderer will be required to explain the price or costs proposed in their bid in accordance with the guidelines laid out in regulation 69 of the Public Contracts Regulations 2015.
		6. Where a discrepancy exists between the sum of individual prices and the total proposed, Tenderers will be invited to either:
			1. Amend their prices, where this is in the favour of the Authority; or
			2. Withdraw their bid
	2. Clarification of Tender Responses
		1. Where it is considered by the evaluation team that the information or documentation submitted is or appears to be incomplete or erroneous, or where specific documents are missing, the Authority may request the Tenderer(s) concerned to submit, supplement, clarify, or complete the relevant information or documentation within an appropriate time limit.
		2. Wherever possible, any clarifications required relating to the response will be dealt with in writing via the portal. Please ensure someone from your organisation is able to answer any communication sent to you via the Procurement Portal between 29 April – 3 May 2024.
		3. It may be considered that written clarification is not sufficient in some instances; the Authority thus reserves the right to invite Tenderers to attend a clarification interview in person.
	3. Calculating the total score
		1. The total weighted quality score and the pricing score will be added together to arrive at the overall score for the bid.
		2. Any award made to any organisation will be based on an accepted bid from the organisation submitting the highest overall scoring compliant bid which has satisfied the Authority's criteria in regard to the selection questions.
	4. Final Qualification Check
		1. Prior to being awarded a contract, if not already supplied or requested at the Supplier Questionnaire stage, the leading Tenderer will be asked to provide documentary evidence to substantiate their responses to the supplier information questions. At the very least, we will ensure that Tenderers meet the minimum standards established in respect of:
			1. Financial stability;
			2. Insurance policies & indemnity limits

Section 4: Specification

**Introduction and Context**

Nottingham City Council currently provides maintenance in the form of a none-residual herbicide treatment to approximately 809km of adopted highway. This work involves the spraying, by the way of mechanical or manual means, an approved glyphosate weed killer under the Code of Practice for Using Plant Protection Products (2012) weed killer to keep the hard surfaces free of weed growth.

The successful contractor will be responsible for providing this service, liaising closely with the Contract Manager Glen Simms.

**Scope**

**The contractor shall provide the following service**

* Treat all highways ( please refer to [**https://geoserver.nottinghamcity.gov.uk/streetregister/**](https://geoserver.nottinghamcity.gov.uk/streetregister/) that are for the purpose of the highways act 1980 highways maintainable at the public expense (this includes adopted highways built to the council’s specification)within the Nottingham City Council Administrative area in respect of weed control.
* Treatments are required to the whole footway from (and including) the back edge, across the footway and front edge to 300mm into the road.
* Treatments are required for all publicly maintained footway’s that run through and connect to main roads as detailed in [**https://geoserver.nottinghamcity.gov.uk/streetregister/**](https://geoserver.nottinghamcity.gov.uk/streetregister/)
* Any obstacles such as roundabouts, splitter islands, refuges, parking bays, must be treated where they are found along specified roads, and this must be included within the rate per km.
* Allowance must also be made within the rate per km to treat areas of highway where there is no footways, but weeds are growing, where the highway meets the base of buildings / walls.
* The network is not static and does grow annually whereby new highways will be added to be maintained through this agreement. Annual updated appendix will be supplied to support.
* We may request for areas to be exempt due to public consultation in this instance we would expect the contractor to cease treatment in certain areas however would expect either a reduction in price or additional areas to be covered outside the [**https://geoserver.nottinghamcity.gov.uk/streetregister/**](https://geoserver.nottinghamcity.gov.uk/streetregister/)

**Timetable**

* The work is expected to be completed between:
	+ First Treatment – April - May each year
	+ Second Treatment -September-October each year
* The times of the three treatments may be subject to change but any deviations will be agreed in consultation with the contractor as far as reasonably practicable.

In the event of inclement weather affecting the processes defined in this document, the contractor at their own expense should suspend all services until the weather becomes conducive to the effectiveness of the process. If the Contract Manager has concerns about the inclement weather and any continuing actions of the Contractor, the Contract Manager will instruct the Contractor in writing to cease operations.

* The contract is expected to commence in May 2024 for a period of two years with an option (at the Council’s sole discretion) to extend for one further year in consultation with the Contractor as far as reasonably practicable. The contract Manager is Glen Simms based at Eastcroft Depot, London Road. NG2 3 HA

**Locations**

The areas to be treated will be defined on the plans provided on award of the tender. Prior to the production of plans, background information on the areas for which the Council is responsible for may be found in the online street register at[**https://geoserver.nottinghamcity.gov.uk/streetregister/**](https://geoserver.nottinghamcity.gov.uk/streetregister/)

**Sherwood Ward is exempt**

Please see appendix 1 for the map of the ward and appendix 2 a list of street names. some streets cross boundaries with other wards therefore the map would be more accurate to ensure sections are not miss treated/treated.

**Working methods and codes of practice**

* The contractor must comply with all current Health and Safety Legislation, especially with regard to the use of unqualified operatives, facilities for staff and the protection of motorists and pedestrians.
* The Contractor must supply copies of their method statement and safe systems of work.
* The contractor must be a member of the BASIS Amenity Assured scheme. The contractors spraying equipment must be fitted with a GPS tracker to provide the Contract Manager a weekly, detailed report showing the covering date, locations, speed distance travelled, quantity of chemical applied and time – it is essential that a copy of the weekly report is submitted with the tenderers submission.
* The Contractor must have available, professionally trained, and qualified spraying personnel, together with all the necessary plant, machinery, tools etc. to complete the works in the specified time.
* The contractor shall use trained and qualified operatives holding the appropriate National Proficiency Test Certificates (NPTC) of competency or equivalent. It is desirable for the contractor to be trained in Traffic Management for moving works.
* The contractor should arrange for their own water supply for the provision of this service
* No cleaning or repair of weed spraying equipment is to be carried out on the highway
* Under no circumstances should surplus spray or washings be disposed of into the public sewerage system or natural watercourse and river systems. where necessary provide proof of proper disposal
* The contractor shall take all reasonable precautions to prevent pollution of any rivers, waterways, watercourses, lakes and underground water resources (including percolating water) so as to adversely affect the quality and appearance of the water or cause injury or death to animal and plant life.
* There are parts of some wards where the residents have requested no weedspraying. These will be supplied to the supplier in advance. Under no circumstances should these areas be sprayed.
* There are also some parts of the city where we would insist is only sprayed with Acetic acid.
* Weedspraying must be on hard standing areas only. No grassed areas or parks should be sprayed.
* When working on the highway, the contractor’s vehicles must conform to current legislation with regards to signage and lighting to ensure public awareness and safety at all times.
* The contract Manager may require the provision of samples of the spray materials for testing purposes, and the contractor should provide facilities for taking samples when requested.

**Quality and Performance Standards**

* The contractor must submit with their tender, safety documents for how they plan to run their programme of works.
* The contractor must comply with all current Pesticides and Health and Safety Legislation.
* The contractor must provide all materials, plant and tools required for this type of work.

**Working hours**

* The contractor may choose to work weekends and they must factor this into the supplied rates
* On major parts of the highway Network, working hours are restricted to between 09:30 and 15:30 pm Monday to Friday. All traffic lanes shall be available for use between 07:30am until 09:30 am and 16:00 pm until 18:30 pm.

**Reporting**

* Before commencement of the Contract, the Contractor must
* Agree with the Contract Manager the proposed method of operation and organisation of the spraying teams
* Indicate on a plan, to the Contract Manager on the proposed weekly works programme.
* Make daily contact with the Contract Manager or other appointed person(s) during the contract period. A list of Adopted highways will be provided for the contractor, who shall be required, on a daily basis to indicate on the list, all streets treated.
* The Contractor shall guarantee 95% control in all specified areas and undertake any re-treatment necessary to achieve this standard. This shall be at the Contractors expense.
* The Contractor will treat all areas, which are found to need re-treating within 14 days of received instruction from the Contract Manager and the contractor must bear all costs of any such treatment.

**Invoices and Contract Pricing**

* Invoices submitted for payment to Nottingham City Council shall be sent as PDF images by email to the following address: nccinvoices@emss.org.uk
* It is the policy of the Authority to make all payments to Contractors directly into their bank account using the Bankers Automated Clearing Systems (BACS).
* The Authority’s standard payment terms are 30 days from receipt of a correctly formatted undisputed invoice. The Authority expects its Contractors to apply the same payment terms to their own subcontractors & supply chain.
* The prices and rates submitted shall remain fixed for the first year of the contract
* The price review shall be calculated based on the monthly Consumer Price Index (CPI) value available for October of the review year compared with the CPI reading for October in previous year and capped at an increase of 3%, whichever is lower.
* Where there is no movement in the CPI, the price for the next 12 months of the Contract Period shall not be adjusted, unless otherwise permitted under the Contract