



**Quotation**  
**For**  
**The Elimination of Weeds and Grass Growth**  
**by Chemical Application**  
  
**For 2020 to 2021**

## **IMPORTANT NOTE**

### **1. SUBMISSION & CLOSING DATE**

Quotations will not be considered unless they are submitted using the “two envelope” system.

The first envelope should **only** bear the words

‘Quotation for the Elimination of Weeds and Grass Growth by Chemical Application’.

The second envelope should state the following return address;

FAO the Deputy Head of Environmental Services  
Hyndburn Borough Council  
Willows Lane  
Accrington  
Lancashire  
BB5 0RT

All documents wishing to be submitted, including the quality statement, should be placed in the first envelope which is then placed inside the second envelope.

Quotations for the work must be submitted by **2:00pm Friday 20<sup>th</sup> March 2020**. Quotations received after this date will not be considered.

### **2. STANDARD TERMS AND CONDITIONS**

As attached

### **3. ACCEPTANCE OF QUOTATION**

All submissions will be scored using a weighted scoring system based on a 60% Price and 40% Quality basis.

The Council does not bind itself to accept the lowest or indeed any quotation it has received.

A maximum of 60 points will be awarded to the lowest price quotation. All others will be awarded points on a percentage basis dependent on how close their bid price is to the lowest. The Table below illustrates how the cost will be converted to a price score for each submission.

### Price Scores

Description	Formula	Worked Example		
		Q1	Q2	Q3
Quotation Total	A	£800	£600	£500
Lowest Price	B	£500		
Calculation	$C = B \div A$	0.63	0.83	1.000
Convert to Points	$D = C \times 60$	38	50	60

Quality will be judged (out of 50) from the additional information supplied by the contractor and be awarded a maximum score of 40 points.

<15 Inadequate	Significant indications that the submission fails to meet the specification and the contractor will fail to meet the required standard of service/outcomes. Information <b>totally inadequate</b> .
16 to 25 Concerns	<b>Concerns</b> that the submission may fail to meet the specification and the contractor lacks certain requirements in this area to achieve the required standard of service/outcomes.
26 - 40 Potential	Information indicating the submission may meet the specification and the contractor has the <b>potential to deliver</b> the required level of service/outcomes.
41-50 Very Capable	Comprehensive and strong information indicating the submission will meet the specification and the contractor is <b>very capable</b> of delivering service/outcomes to the required standard.

The Table below illustrates how the responses will be converted to a quality score for each submission.

Description	Formula	Worked Example		
		Q1	Q2	Q3
Panel Score	A	40	50	35
Highest Score	B	50		
Calculation	$C = A \div B$	0.80	1	0.35
Convert to points	$D = C \times 40$	32	40	28

Example of the Final Score Table and **Q2** would be the winning quotation.

	<b>Price 60%</b>		<b>Quality 40%</b>		<b>Total Points Price + Quality</b>
	Bid Price	Points Allocated	Panel Score	Points Allocated	
Quotation Q1	£800	38	40	32	$38 + 32 = 70$
Quotation Q2	£600	50	50	40	$50 + 40 = 90$
Quotation Q3	£500	60	35	28	$60 + 28 = 88$

# **SPECIFICATION**

## **1. SCHEDULE OF WORK**

The contractor shall provide for the elimination of weeds to the following locations below.

Whilst it is the Council's intention to procure two applications per year, the Council cannot guarantee the second application and therefore contractors should make allowances in their submission that only one application may be procured each year. Contractors will not be permitted to seek for loss of profit if the Council only procures one application per year.

- Footpaths (full width including front / back kerb line)
- Highway channels / front kerb lines
- Gateway roads (front kerb lines including 150mm overspray of grass verge)
- Back streets (full width)
- Cycle path (front and back kerb line)
- Pedestrian areas (main shopping paved areas in the various townships across the Borough)
- Car Parks (entrance and kerb lines around the whole car park)

The area to be treated shall include the horizontal and vertical kerb / edging joints, around the base of street furniture and wall joints.

Where open grassed and planted areas are encountered, all care must be taken to avoid over spraying at the edge of the paved areas unless otherwise instructed by the Council

This is an irradiation treatment and the work is to comprise the full treatment of all the areas specified.

The Contractor is advised to familiarise themselves with the layout of the Borough, size of the car parks, widths of back streets and overspray on the gateway roads into the Borough.

The submitted per application quotation will be fixed for two financial years, 2020 and 2021, with a minimum of 2 applications and maximum of 4 applications.

## **2. NOTICE AND SUPERVISION**

The Contractor shall give the Council at least seven days notice of the intention to start work and shall keep in regular contact with the Council's nominated representative for the duration of the application. Once spraying has commenced, the Contractor must maintain a presence within the Borough until the application is completed. The only exception is on days where spraying is not possible due to high winds or rain.

Close contact means, updating the Council's nominated officer with an email relating to specific 10 zones on a Borough map at the start of the next working day to evaluate and monitor the rate of progress.

Details to be included in the email are zone reference, date sprayed or not sprayed (due to weather conditions) and when the zone is completed.

### **3. HEALTH AND SAFETY**

The Contractor shall fully comply with the Health and Safety at Work Act 1974, and any other regulations that are applicable to the use and application of chemicals. The Contractor will not only be responsible for ensuring the Health, Safety of its own staff but to take all necessary precautions to minimise any risks to members of the public arising out of or in connection with the work undertaken.

The contractor will be required to have carried out and submitted as part of the quotation relevant method statements, risk assessments and COSHH assessments before carrying out any work.

The Contractor is also advised to pay particular attention to the Food and Environment Protection Act 1986, especially with regard to the use of unqualified operatives. Only fully N.P.T.C. Certificated operatives may be used.

The Contractor shall provide at their own expense, all personal protective clothing for their employees as stipulated in statutory regulations, and ensure that such protective clothing is worn at all times.

### **4. TRAFFIC SAFETY MEASURES AND CONTROL**

The Contractor shall allow in the price for any necessary regulation in accordance with Chapter 8 of the Traffic Signs Manual and for signs warning of the vehicles / weed treatment operations.

The only exception to this being the main dual carriageway into the Borough (A6185 – Dunkenhagh Way) and Whitebirk Roundabout entrance/exit Junction 7 of the M65 where traffic management will be provided by the Council whilst other street cleansing works / grounds maintenance works are taking place.

Every employee whilst carrying out the weed control treatment operation must wear a high visibility fluorescent jacket or waistcoat incorporating retro-reflective stripes complying with EN471 Class 3. It is important that these jackets and waistcoats are kept clean and fastened at all times.

All vehicles, where used, must display a blue keep left/right sign facing oncoming traffic. The vehicles must also be conspicuous, displaying at least one flashing amber warning beacon and carry an audible warning device to alert, pedestrians and other road users, of their approach / presence (i.e. horn).

### **5. COMPLETION OF TREATMENT**

The first treatment is to take place between May and June and the second treatment between August and September. Once commenced the Contractor must maintain a presence within the Borough each day and complete the Borough Wide application **within 4 weeks**, (weather permitting). However, the exact start date will be agreed between the Council and Contractor depending on local weather conditions and rate of weed/grass growth.

## **6. GUARANTEE**

The successful Contractor will be required to guarantee the elimination of all weeds and grass growth within 21 days of application.

The Council will retain a sum equal to 15% of the work value until satisfied with the success of the treatment. A larger sum of 25% may be withheld if the level of eradication on the previous treatment was not up to the Council's satisfaction.

## **7. CHEMICALS**

The contractor will be required to use **Monsanto Roundup ProVantage 480**. No other chemical can be used unless instructed by the Council.

The weed control chemical, Monsanto Roundup ProVantage 480, must be applied at the correct manufacturer's recommended rate. 'Watering down' the application rate will not be permitted and could result in the contract being terminated with immediate effect and no payment made.

## **8. APPLICATION**

The Contractor must state clearly on method statements the method and plant it is proposed to use. All provisions of the "Control of Pesticides Regulations" must be adhered to.

The Contractor shall ensure that the plant used will not in any way cause damage to the highway pavement or associated street furniture. Any claims for damage submitted by the Highways Agency, (Lancashire County Council) will be forwarded to the successful contractor to agree a final settlement.

The application of herbicides shall not take place in adverse weather conditions and every precaution shall be taken to prevent spray drift. Under no circumstances shall herbicides be applied in the vicinity of young trees and precautions shall be taken to ensure that herbicides applied do not drift or spread towards the bases of young trees.

The only exception to this is where the Council has stipulated a wide spray to the grass verge on the gateway roads.

The Contractor shall allow in the quotation for working early mornings to areas with high pedestrian levels such as Accrington town centre and the various car parks.

## **9. INACCESSIBLE AREAS**

**The Contractor shall allow in the quotation for treating on foot, using back pack and hand lance, any area found to be inaccessible to mechanically operated plant or where the mechanical plant may cause damage to the paved surface or high pedestrian areas.**

## **10. PRECAUTIONS TO PREVENT NUISANCE OR DAMAGE**

The Contractor shall indemnify Hyndburn Council against damage to persons or property during the execution of the programme and shall produce proof of third party insurance cover providing for a single accident indemnity of not less than £2,000,000.

The policy, together with employer's liability policy of not less than £10,000,000, must be extended to indemnify the Council.

Further to the aforementioned undertakings to indemnify the Council against claims for damage to property, it is particularly stressed that the Contractor shall take every precaution to avoid, but will be liable for any damage to growth in adjacent areas such as verges, street trees, open spaces, private gardens as a result of the operations. If any such damage/claims should occur, they will be required to be made good/settled by the Contractor within 21 days.

The Contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupiers of adjacent properties or to the general public.

## **11. HOURS OF WORK**

Work will be permitted only during the working hours (Mon-Fri 05:30-18:00 hours) unless otherwise agreed and authorised by the Council. The Contractor shall have due regard to the timing of the operations when working in the main town centres and other outlying shopping areas, outside Schools and other high pedestrian areas so as not to inconvenience members of the general public.

## **12. TRAINING AND QUALIFICATIONS OF ORGANISATION AND EMPLOYEES**

The Contractor shall be fully BASIS registered, and ideally a member of BACCS and an Amenity Assured contractor.

The Contractor shall only use skilled operatives holding the appropriate N.P.T.C. (National Proficiency Test Council) certificate of competence. Copies of these must be supplied to the Council for all staff that will be engaged on the contract.

## **13. ENVIRONMENTAL PROTECTION**

No cleaning or repair of weed spraying equipment is to be carried out on the public highway. All work of this nature must be carried out strictly in accordance with the Control of Pesticides Regulations 1986, Control of Pollution Act 1974, and Environmental Protection Act 1990 and associated Codes of Practice.

Under no circumstances should surplus chemicals or washings be disposed of into the public sewerage system, highway drainage system, natural watercourse or river system.

The Contractor shall take all reasonable precautions to prevent pollution of any rivers, waterways, sewers, drains, watercourses, lakes and underground watercourses (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.

**14. SUB-CONTRACT**

Contractor's considering sub-letting any part of the work must give full details of the sub-contractor in the quotation. If no information is provided, the successful contractor will not be permitted to sub-contract unless formal approval is provided by the Council prior to commencing any application.

**15. TESTING OF CHEMICAL**

The Council reserves the right to take a random sample/s of the herbicides for testing purposes. The Contractor shall provide access for taking the sample/s and testing of chemical composition during an application at an approved laboratory

The cost of any sampling and testing shall be met by the Contractor and they must make allowance in their quotation to cover such cost.

## **PRICE (60%)**

To: The Deputy Head of Environmental Services,

Having examined the specification, visited the Borough for the execution of the above mentioned works, we offer to provide the necessary labour, plant and materials to carry out the whole of the works in conformity with the said conditions for the sum of:

Approximately 585 Km of footpaths; £  
Full width including channel line, front kerb and back edge/kerb

Approximately 92 Km of gateway roads; £  
Channel line and kerb  
(Including 150mm overspray onto grass verge)

Approximately 85 Km of back streets; £  
Full width of street including any raised kerbs

Approximately 14 Km of cycle path; £  
Back and front edging/kerb line

Approximately 25,000 m<sup>2</sup> of pedestrian areas; £  
(All the main township centre areas in the Borough)

40 Car Parks (see appendix 1); £  
Edging/kerb line

**TOTAL PRICE PER APPLICATION** £ \_\_\_\_\_

Confirm the total quantity of Chemical estimated to be used per application: \_\_\_\_\_ Ltrs

Daily Rate for possible additional work  
Normal working hours (Mon to Friday) £  
Normal working hours (Saturday) £

### **NOTE:**

Daily Rate to be an 'all inclusive' rate which includes operative, application machine, knapsack, chemical and travel into and around the Borough. However, the Council cannot guarantee to any additional work outside the total price per application.

## **QUALITY STATEMENT (40%)**

Please use this section to describe how you intend to carry out the application, manage the works to ensure it is safely delivered. Plus any other relevant information you feel appropriate and which may provide added value for the Council. Please remember you will be scored on the information you submit.

As part of the quotation you will be required to provide copies of accreditation certificates (BASIS, BACCS), Health and Safety Policy, Risk Assessments, Method Statements, Safe Systems of Working, Chapter 8 compliance, Insurance Certificates, Operative Training Certificates (N.P.T.C) and any other documentation you feel benefits your submission.

## THE UNDERTAKING

### Our Quotation for the Elimination of Weeds and Grass Growth by Chemical Application

I / We understand that the second treatment each year is at the sole discretion of the Council, and understand there can be no claim for reduced work and/or loss of profit and confirm we have taken this into account within this quotation.

I / We undertake to commence and complete each treatment within the timescales stated or another mutually agreed date by both parties.

I / We confirm that all appropriate safety controls will be complied with and to only use the herbicide specified in the specification.

I / We confirm to guarantee that a complete elimination will be achieved within 21 days of any application and that any re-treatment will be carried out at our expense to the satisfaction of the Council.

I / We understand that the Council is not bound to accept the lowest or any quotation it may receive or provide any additional work outside the main application areas as specified.

Name/s: - \_\_\_\_\_

Signed: - \_\_\_\_\_

E-mail: - \_\_\_\_\_

Mobile: - \_\_\_\_\_

Organisation: - \_\_\_\_\_

Address: - \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Postcode: - \_\_\_\_\_

Telephone: - \_\_\_\_\_

**Note:**

**This Quotation must only be signed by a Director or other Senior Representative of the company who has the authority to sign legally binding documents on behalf of the company.**

## **CAR PARKS**

## **Appendix 1**

### **Accrington**

Eastgate North and South  
Black Abbey Street  
Cross Street  
Derby Street  
Eagle Street and Eagle Street South  
Jacob Street  
King Street (Viaduct)  
King Street (Fort Street)  
King Street (Formally part of Ellison Street)  
Eastgate (junction with Dowry Street)  
Oak Street (formally Black Abbey Street / North and Bank Street)  
Ormerod Street  
Paradise Street  
School Street (formally Crawshaw Street)  
Wellington Street (adjacent Poplar Working Men's Club)  
Ellison Street  
Adjacent 549 Manchester Road  
Council Building - Willows Lane (1 car parks and whole main depot/office area)  
Council building - Ormerod Street (2 car parks and associated paved footways)

### **Rishton**

School Street (2 car parks)

### **Great Harwood**

Church Street  
4 Clayton Street  
Game Street  
Holgate Street  
Mercer Street  
St Lawrence Street  
Ward Street

### **Oswaldtwistle**

Brookside Street  
Kay Street  
Back Monarch Street  
Peel Street  
Stonebridge Lane  
Union Road (adjacent to white Ash Lane)  
Simpson Street  
Moscow Place  
Harvey Street

### **Church**

Commercial Street  
Henry Street  
The Council's Central Vehicle Maintenance Unit depot (off Library Street).

### **Clayton Le Moors**

Wellington Street

# **HYNDBURN BOROUGH COUNCIL'S GENERAL CONDITIONS OF CONTRACT FOR THE SUPPLY OF GOODS, MATERIALS, PLANT, EQUIPMENT OR SERVICES**

## **1. DEFINITIONS**

In these conditions

- 1.1 The "Order" means any order, requirement or instructions given concerning the supplies by any employee of the Council with the authority to do so.
- 1.2 The "Council" means Hyndburn Borough Council
- 1.3 The "Supplier" means the person with whom the Order is placed
- 1.4 The "Supplies" means all goods, materials, equipment or services the subject of the Order
- 1.5 The "Specification" means the technical requirements and/or description of the Supplies and/or the Supplier's proprietary specification set out in the Order and any attached documentation of the Council.

## **2. DELIVERY AND ACCEPTANCE**

- 2.1 On delivery the Council shall not be deemed to accept the Supplies (whether or not an advice/delivery note has been signed) until the Council has had a reasonable opportunity to examine the Supplies. The Council shall have the right to reject any Supplies or part hereof which in its opinion fails to meet the Specification.
- 2.2 The Council may reject any Supplies that are not appropriately packed and labelled.
- 2.3 Property in the Supplies shall pass to the Council only when they have been delivered as specified in the Order and accepted by the Council.
- 2.4 Without prejudice to any other right or remedy of the Council, if the Supplier does not deliver the Supplies as set out in the Order, the Council will be entitled to determine this contract and to purchase other goods of the same or similar description in their place. In such circumstances the Supplier shall pay to the Council on demand the amount by which the cost of so purchasing the other goods exceeds the amount which would have been payable to the Supplier in respect of the Supplies and the Council may deduct this amount from any sums whatsoever payable by the Council to the Supplier.

## **3. SUPPLIER'S DOCUMENTATION**

- 3.1 The Supplier shall provide the Council with all current and future instructions that relate to the use, and where appropriate the storage of the Supplies. In particular the Supplier shall draw the Council's attention to any danger which may be encountered with the storage, use, handling and application of any processes undertaken with the Supplies. Such documentation and instructions shall be in accordance with the requirements of the Health and Safety at Work Act 1974, the Provision and Use of Work Equipment Regulations and any other relevant legislation in force at any time.

#### **4. WARRANTY INDEMNIFICATION AND INSURANCE**

4.1 With regard to the supply and delivery of any Supplies the Supplier is to be completely responsible for and shall completely indemnify the Council against any liability, loss, claim, demand or proceedings whatsoever (other than death or personal injury resulting from the negligence of the Council) whether arising under statute or otherwise in respect of personal injury to or the death of any person and injury or damage to real or personal property if such liability, loss, claim, demand or proceeding arises out of, in the course of or is caused by the supply and/or delivery of the Supplies.

In respect of such injury or damage the Supplier shall affect adequate and satisfactory insurance with a reputable Insurance Company and shall produce on demand the policy for such insurance and the receipt for the current premium to any duly authorised officer of the Council.

4.2 The Supplier warrants that the Supplies comply with the description in the Order.

4.3 The Supplier warrants that the Supplies are of good quality and material.

4.4 The Supplier warrants that the supply of the Supplies under the Order will not infringe any third party intellectual property rights.

4.5 The Supplier will fully indemnify the Council against any breach of clause 4.4

#### **5. QUALITY STANDARDS**

5.1 Where an appropriate British Standard Specification, British Standard Code of Practice or European Directive is current at the date of this Contract all Supplies shall be in accordance with that Standard.

#### **6. INSOLVENCY**

6.1 The Council may at any time by notice in writing summarily determine this Contract without compensation of any amount being payable to the Supplier by the Council in any of the following events:

6.2 The Supplier is an individual and becomes bankrupt or has a receiving order or administration order or interim order made against him or makes any composition or scheme of arrangement with his creditors, or

6.3 The Supplier is a firm and any partner in it becomes bankrupt or has a receiving order or administration order or interim order made against him or makes any composition or scheme of arrangement with his creditors, or

6.4 The Supplier is a company and passes a resolution or a court makes an order for winding it up (except for the purpose of amalgamation or reconstruction); or an administrative receiver is appointed or an administration is made. Such determination will not prejudice or affect any right of action or remedy, which shall have accrued at any time to the council.

## **7. TRANSFER OF CONTRACT**

- 7.1 The Supplier must not assign or sublet the contract or any part of it without first getting the Council's written permission.

## **8. CANCELLATION ON GROUNDS OF IMPROPRIETY**

- 8.1 The Council may cancel the contract and recover from the Supplier the amount of any loss resulting from such cancellation if:

The Supplier has offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or not doing anything relating to the contract or any other contract with the Council or for favouring or not favouring any person in relation to the contract or any other contract with the Council;

Like acts have been done by any person employed by the Supplier or acting on his behalf; or

Any such person has committed any offence under the Prevention of Corruption Acts 1889 to 1916 or has given any fee or reward the receipt of which is an offence under the Local Government Act 1972, section 117.

## **9. CONTRACT RATE AND PAYMENT**

- 9.1 All contract prices shall be fixed unless the Order says otherwise.
- 9.2 Payment will be made by the Council within thirty days of receiving a valid VAT invoice.
- 9.3 The Supplier's invoice must include the Order number for the Supplies and be sent to the invoice address shown on the Order.
- 9.4 Payment will normally be made direct to Supplier's bank account. The Supplier should ensure that the Council has its bank account details.
- 9.5 A valid VAT debit or credit note must support any alterations to the amount invoiced.

## **10. RECOVERY OF SUMS DUE TO THE DEPARTMENT**

- 10.1 Any sum of money payable by the Supplier to the Council under the contract may be deducted from any sum then due or which at any time thereafter may become due to the Supplier under this or any other contract with the Council.

## **11. ARBITRATION**

- 11.1 All disputes between the parties, arising out of or connected with this contract, shall be referred to an arbitrator to be agreed (within 14 days of notice being given in writing by the party requiring such agreement) by the parties or in default of such agreement to be nominated by the President of the Chartered Institute of Arbitrators save that the Council may refer such dispute to a court of competent jurisdiction in which case this paragraph will no longer have effect with respect to that dispute.
- 11.2 The decisions of the arbitrator shall be binding on both the Council and the Supplier. The costs of arbitration shall be borne by the unsuccessful party unless the arbitrator determines otherwise.

**12. AGENCY**

12.1 Neither the Supplier nor its employees shall in any circumstances hold itself or themselves out as being the servant, agent or partner of the Council.

**13. PATENTS**

13.1 The Supplier shall indemnify the Council against any costs, claims, proceedings, expenses and demands arising from the use, manufacture, supply or delivery of any process, article, matter or thing supplied under the contract which would constitute any infringement of any patent, right, design, trademark or copyright.

**14. WAIVER**

14.1 Any concession or waiver allowed by the Council to the Supplier in respect of any term hereof at any time shall not prevent the Council from subsequently enforcing that term and shall not be deemed a waiver of any subsequent breach.

**15. SEVERANCE**

15.1 In the event that any term, condition or provision of the contract shall be nullified or made void by any law, decree, regulation or order or by the decision or order of any court having jurisdiction, the remaining terms, conditions and provisions of the contract shall remain in full force and effect.

**16. APPLICABLE LAW**

16.1 The contract is subject to English law.

**17. APPLICATION**

17.1 These conditions are an integral part of the contract, and shall apply except to the extent that they may be inconsistent with any special conditions which apply to the contract, which shall have precedence over these conditions. These conditions shall take precedence over any standard conditions of the Supplier

**18. ORDERED VARIATIONS**

18.1 The Council shall be entitled to issue to the Supplier instructions in writing requiring the Supplier to do all or any of the following:

18.2 To omit the whole or any part or parts of the Supplies, either permanently or indefinitely or during a specific period or periods specified by the Council, provided that an instruction to omit the whole of the Supplies will only be issued if the provision of the Supplies is no longer operationally expedient to the Council.

**19. FREEDOM OF INFORMATION**

19.1 The Supplier shall provide all reasonable assistance to enable the Council to comply with any request received under the Freedom of Information Act 2000 (FOIA) which relates to the Contract and / or the Supplies.

19.2 In the event that any request made under the FOIA relates to the Supplier, the Supplies, the contract price or any other matter which falls under the auspices of this agreement, the Council shall consult with the Supplier prior to disclosure.

19.3 The Council shall have an absolute discretion to determine the question of disclosure having consulted with the Supplier in accordance with Clause 19.2 above.

## **20. EQUALITY AND NON-DISCRIMINATION**

20.1 The Supplier will not discriminate directly or indirectly against any person on the grounds of gender, marriage, sexuality, religion and belief, colour, race, nationality, national or ethnic origin, contrary to the Equal Pay Act 1970, the Sex Discrimination Act 1975 (as amended), the Race Relations Act 1976 (as amended), the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Religion or Belief) Regulations 2003 or any re-enactment or any other legal requirement applicable during this Contract.

20.2 The Supplier will not treat a person less favourably for a reason relating to that person's disability (as defined by the Disability Discrimination Act 1995) nor fail to comply with a duty under that Act to make a reasonable adjustment in relation to the disabled person.

20.3 The Supplier will ensure that it observes as far as possible the Commission for Racial Equality's Code of Practice in Employment, the Equal Opportunity Commission's Codes of Practice on Sex Discrimination and Equal Pay and the Disability Rights Commission's Code of Practice for the elimination of discrimination against disabled persons in the field of employment.

20.4 Where the Supplier carries out work on the Council's premises or alongside the Council's staff or has contact with the public under this Contract, the Supplier will comply with the Council's relevant employment policies and codes of practice.

20.5 The Supplier will notify the Council as soon as it becomes aware of any complaint or proceedings against the Supplier alleging unlawful discrimination of any investigation of the Contractor's performance of this Contract by a body referred to in Clause 20.3. In the event of any such complaint, proceedings or investigation, the Contractor will co-operate fully and promptly with the body undertaking the investigation or bringing the proceedings, and will indemnify the Council against all costs, charges and expenses (including legal and administrative expenses and any compensation that the Council is required to pay) arising out of such investigation or proceedings.

20.6 The Supplier will provide to the Council such information as the Council may reasonably request in respect of the impact of equality issues on the operation of the contract and vice versa.

20.7 The Council reserves the right to require the Supplier, by written request, to remove any person involved in the performance of the contract where in the Council's reasonable opinion such person is acting contrary to the requirements of this Clause 20.

20.8 The Supplier will discharge its obligations under this contract without infringing the Human rights of any person, as defined by the Human Rights Act 1998.

20.9 The Supplier will, in performing this contract, comply with the provisions of section 71(1) of the Race Relations Act 1976 (as amended) as if the Supplier were a body within the meaning of Schedule 1A of the Act and subject to an obligation to have due regard to the need to eliminate unlawful racial discrimination, and to promote equality of opportunity and good relations between persons of different racial groups.

## **21. CONTRACT**

21.1 In the absence of a formal contract between the parties:

21.2 The Order and any agreed written amendments will constitute a binding agreement, and

21.3 All written quotations received and formally accepted are subject to these terms and conditions and no addition or variation should be made or applied unless agreed in writing from the Council.

## **22. SUPPLIER RELATIONSHIP**

22.1 Nothing in these terms and conditions is intended to create any legal relationship between the parties other than that of a supplier and customer.

## **23. Contract Period**

23.1 The Contract Period shall be for an initial two years commencing on 1 May 2020 and finishing on 30 September, 2021 (inclusive) with the option of a further two year extension (to 30 September 2023) dependent on price and contractor performance during 2020 and 2021.