

Weed Control (Spraying) Contract

Clerk

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WEED CONTROL (SPRAYING) CONTRACT

Invitation to Tender

Outline

Delabole Parish Council ("the Council") hereby invites tenders for the carrying out of weed control within our Parish in accordance with the Contract documents attached, which comprise:

Appendices

- A. Standard Conditions of the Contract
- B. Specification of Works
- C. Schedule of Works
- D. Site Plans
- E. Formal Tender Document
- F. Contractor Questionnaire

Tenders

- a) Tenders should be submitted for all work set out in the contract by mid-day SEPTEMBER 17th 2021, any tenders received after this date will not be considered.
- b) Prospective Contractors should ensure that they are completely familiar with the nature and extent of the obligations to be accepted by them, if their tender is accepted.
- c) Any queries regarding the interpretation of any part of the Contract Documents should be addressed to the Parish Clerk by no later than one week before the closing date.
- d) The tender shall be submitted on the form provided in Appendix E
 - e) Prospective Contractors should note that the Councils decision is final and no correspondence will be entered into why the tender has been rejected.
 - f) The successful tender together with the Councils written acceptance shall form a binding agreement in the terms of the Contract documents.

If having examined and understood this document you wish to submit a tender you should:

- 1) Fully complete and return the following documents
 - Appendix E - Form of Tender
 - Appendix F - Contractor Questionnaire
- 2) Return tenders and all related documentation by mid-day September 17th 2021 to Delabole Parish Clerk

Appendix A Standard Conditions of the Contract

Extent of Works

Generally, the work will comprise of the safe use of herbicides/biocides in order to maintain and control weeds, where specified on land within the Parish of Delabole. The Parish Council expect that work is carried out in accordance with statutory requirements and that all Chemicals used are environmentally friendly, and approved by DEFRA. It is anticipated that spraying will be undertaken on 2 occasions during the growing season (June/July and August/September). The treatment schedule must be discussed with the clerk prior to any work commencing to make sure there are no clashes; at least one weeks' notice is required. The Clerk should be informed upon completion of spraying.

You will be managed by the Parish Clerk and will report directly to him/her.

Site Details

The sites are situated throughout Delabole Parish; they are identified in green on the ward plans enclosed under Appendix D.

It is suggested that before tendering the prospective contractor visit and the sites to familiarise and satisfy himself as to the extent of the contract. The Council will not accept any claims from a failure to familiarise himself with the contract.

Works and Equipment

We expect the workmanship to be of the highest standard and to conform with all relevant British Standards, Specifications and Codes of Practice. All tools, liquids, warning signage, appropriate PPE's, appropriate fire precaution equipment, first aid kit etc. must be provided by the Contractor.

Additional Works

The Council may request that additional areas be added for treatment through the normal course of business during the contract and unless agreed beforehand by the Council, no application from the Contractor to adjust the Contract price will be considered.

Duration of Contract

The duration of the Contract will be three years and there will be an initial assessment on performance after 6 months in any Contract of more than 12 months. Any decision the Council make on terminating the Contract will be accepted by the

Contractor without further consideration. Such a decision will involve a months notice either way.

Payment to the Contractor

The Contractor will submit a monthly account, in arrears, detailing the work carried out during that period.

Insurance

The Contractor is required to have Public Liability Insurance to the minimum sum of £5,000,000 and a current Certificate of Insurance. The Contractor will indemnify the Parish Council against any claim or proceedings for injury or damage to any property, 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. The Contractor is required to also have Employers Liability and Vehicle Insurance.

All Insurance Certificates stated above must be provided to the Parish Clerk prior to the commencement of the Contract.

Health & Safety

The Contractor shall accept all responsibility for compliance with the Health & Safety at Work Act and all other Acts and regulations in respect of work set out in this Contract. A copy of your Health & Safety Policy must be provided to the Parish Clerk prior to the commencement of the Contract.

Statutory Code of Practices for plant control & COSHH

The Contractor shall accept all responsibility for compliance with the Statutory Code of Practice for using plant protection products &/or herbicides/biocides in respect of work set out in this Contract.

You must provide details of the herbicides/biocides most likely to be used, pre-work risk assessments, method statement, COSHH assessments to the Parish Clerk prior to the commencement of the Contract.

Notes to Tenderers

Prospective Contractors are advised to read all the documentation carefully.

- 1) The Form of tender and standard Conditions of the Contract must be read in conjunction with the Specification of works, Plans and Schedule of Works.
- 2) 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, expenses, travel costs, general risks, liabilities, obligations and VAT.

The Council will not pay towards any travel costs and dispensations if you are outside of the local area.

- 3) No alteration to the Form of Tender is to be made by the Contractor. Any alteration, amendment or note made by the Contractor will not be recognised and the Schedule of Works will be adhered to.
- 4) A regular inspection will be carried out by the Council throughout the period of the Contract to ensure that work is completed in accordance with the Specification of works.

- 5) Invoices presented for payment must include a Schedule of the Works completed including dates and times of work.
- 6) If any clarification is required then the Contractor should contact the Parish Clerk.
- 7) The Form of Tender requires a signature and is intended to allow for an urn-biased process, your name and company will be withheld by the Clerk until the voting process has been completed.
- 8) If your tender is successful, you will be asked to submit a Risk Assessment of the activities to be carried out under this Contract and all relevant Insurance documents to the Parish Clerk before the commencement of this Contract.

APPENDIX B

Specification of Works

- 1 Prior to spraying an area, the Contractor will ensure that due regard is given for the safety of members of the public and their animals and the continued availability of all public walkways. Where appropriate relevant signage should be displayed before commencing work.
- 2 The Contractor will also inspect each site for areas of potential hazard and will inform the Council immediately of any specific hazards.
- 3 The Contractor should ensure that roadside kerbs, and all the pedestrian surfaces but not the carriageway itself are treated and will be kept clear to a target of 85-90% freedom from weeds above 50mm in diameter and/or height along the stretches of road as indicated on the attached maps.
- 4 The Contractor will during the period of the Contract, be responsible for ensuring that any works on or adjacent to the highway are undertaken within the appropriate legal frameworks and that any works are notified to the relevant authorities prior to commencement.
- 5 The Contractor will during the period of the Contract ensure that their equipment is properly maintained and guarded so as to present no danger to the operator, surrounding buildings, vehicles or any person or animal in the vicinity of operations. The Contractor and any staff will be expected to be wearing the appropriate safety equipment (Boots, reflective vests, ear defenders and googles as necessary) at all times they are engaged in work for the Council.
- 6 The Contractor will during the period of the Contract ensure that any form of growth inhibitor is NOT used to any area of turf without prior sanction from the Council in writing.
- 7 The Contractor will be expected to complete one area at a time, preferably in dry weather, before moving on to the next. Immediately after work, ensure that all weeds, detritus and other waste material removed are to be cleared from the highway promptly and disposed of.
- 8 All persons operating equipment be satisfactorily trained, and the Council reserves the right to ask the Contractor to provide adequate proof that his/her operators are competent, well trained and conversant with Health & Safety legislation.
- 9 If spraying is required as a weed control measure then Certification of the relevant qualifications, COSHH, details of herbicides/biocides used etc. must be provided by the Contractor to the Parish Clerk prior to commencing any spraying.
- 10 Unless otherwise agreed by the Council and the Contractor notified in writing by the Parish Clerk any additional work will be included as part of this Contract. This work may/will be added to the Schedule of Works for subsequent years under the terms of the Contract.
- 11 Any incidence of Japanese Knotweed must be reported immediately to the Clerk and any disposal must be done as per the Environmental Agency guidelines.

Therefore, the contractor and their staff should be familiar with the identification of most common invasive non-native plants.

APPENDIX C

Schedule of Works

List of roads/paths requiring treatment as detailed under the extent and specification of works,

Delabole - Map A in Appendix D

- B3314 (from Delabole sign to the junction with Trebarwith Rd)
Includes:

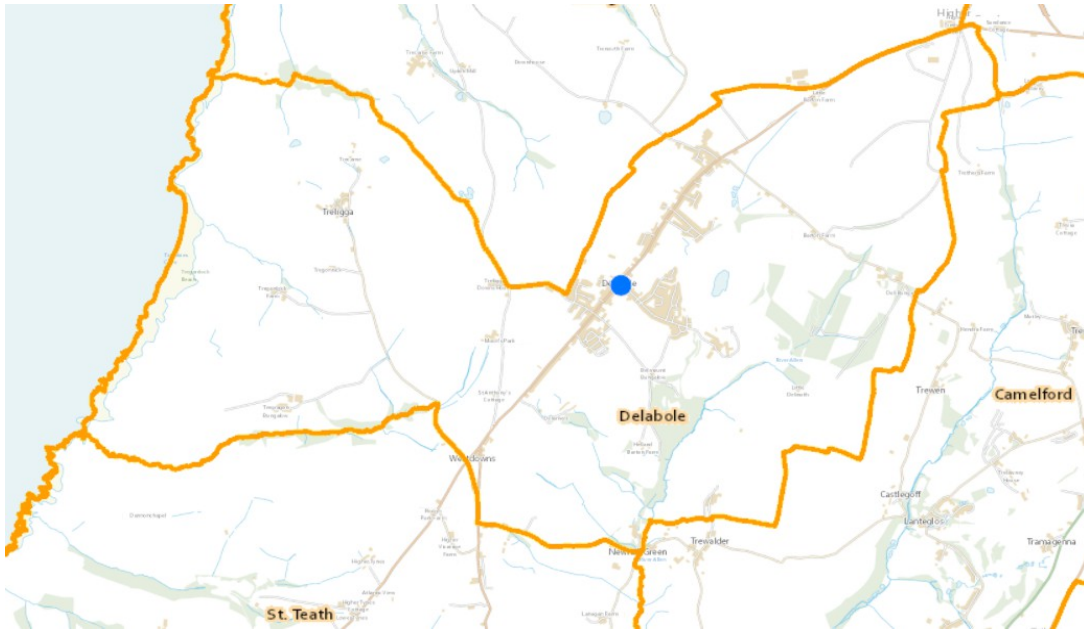
- Westdown Road
- High Street
- Rockhead Street
- Penhallow Parc
- Atlantic Road
- Pengelly
- Penmead Road
- Penmead Close
- The Sidings
- WestLane

Medrose Street

- Rendle Street
- Park Pennkarn
- Trecarne Gardens

APPENDIX D

Site Plans Parish Map



Map A - Weed Control -
Delabole Ward



APPENDIX E

Form of Tender

	2022/2023	2023/2024	2024/2025
Itemised areas as required per spray			
Net Total			
VAT			
Total cost of Contract (inc VAT)	£	£	£

I/We understand that Delabole Parish Council is not bound to accept the lowest or any tender and that the Council will not be responsible for any expense incurred in the preparation of this tender.

I/We agree to complete the work in accordance with the Invitation to Tender, Standard Contract Terms, Specification of Works, Schedule of works as laid out in conjunction with the site plans.

I/We certify that the amount of the Tender has not been calculated by agreement or arrangement with any other person, firm or company and that the amount tendered has not been communicated in any way to any person, firm or company and will not be communicated to any person, firm or company until after the closing date for the submission of Tenders.

I/We accept that if successful in securing the Contract that we will produce the necessary Certificates of Insurance and all other relevant documentation prior to commencement of the Contract.

Signature: _____

Date: _____

Location:

Within Parish / Outside Parish (approx. distance to Parish miles)

**mark as appropriate*

APPENDIX F- Questionnaire

Name:

Address:

Landline:

Mobile:

Email Address:

Company Name:

Position in Company:

Nature of Business:

VAT Registered ?:

Is this a subsidiary of another company?: Yes No

Please give details if Yes:

Date business Formed:

Number of grounds/maintenance staff:

If applicable, state which branch the contract will be serviced from (or any other information that might assist in determining the Suitability/location of your company)

Signed :

Dated:
