



South
Cambridgeshire
District Council

Invitation to Tender Documents
Awarded Watercourses Maintenance
(August 2009 – July 2014)

Closing date for submission of completed Tender:
15 May 2009 no later than **12 noon.**

CONTENTS

Part A – the Council's Requirements

Section 1	Instructions for Tendering
Section 2	Maintenance Works Agreement
Section 3	Specification
Section 4	Health & Safety
Section 5	Environmental Issues
Section 6	TUPE

Part B – Tenderors Response – Invitation to Tender Response

Section 6.9	TUPE Response
Section 7	Schedules
Section 8	Bill of Quantities
Section 9	Method Statements
Section 10	Form of Tender
Section 11	Legal Terms and Comments
Section 12	Tendering Envelope Cover
Section 13	Tender Checklist

Submission

The Council would like 3 **printed hard copies** of the tender documents.

KEY DATES

Tender return date (and time): 15 May 2009 no later than 12 noon.

Tender must be returned by posting to:

Please send the 3 printed copies in a securely sealed plain envelope with no distinguishing marks. This shall bare the words 'Tender' and addressed using the Tendering Envelope Cover in Section 12 to:

The Reception Desk
South Cambridgeshire District Council,
South Cambridgeshire Hall,
Cambourne Business Park,
Cambourne,
Cambridge,
CB23 6EA.

Contact Officer

The Contact Officer for this procurement is: Patrick C Matthews

Tel: 01954 713472

e-mail: pat.matthews@scamb.gov.uk

Extra/Electronic Copies Of The Invitation To Tender

If you would like an electronic copy or paper copies of this Invitation to Tender please contact P C Matthews



**South
Cambridgeshire
District Council**

Part A

The Council's Requirements

South Cambridgeshire District Council (SCDC)

SCDC manages the large rural district of South Cambridgeshire covering approximately 90,000 hectares has 102 villages and forms the southern most part of the county of Cambridgeshire. It is bordered by East Cambs DC, Huntingdon DC, North Herts DC, Uttlesford DC and totally surrounds the City of Cambridge and well served by a network of main roads that includes the M11, A10, A11, A14, A 428, A505 and A603.

SCDC has a housing stock of just under 6000 properties comprising of primarily traditionally built houses, bungalows and low rise flats including 44 sheltered housing schemes for the elderly.

More information on South Cambridgeshire District Council can be found at www.scambs.gov.uk

1.0 Instructions for Tendering

1.1 Documentation.

1.1.1 Acknowledgement of Receipt.

The Tenderer shall confirm receipt, in writing, of the Tender Documentation by return of post.

1.1.2 Confidentiality.

All Documentation is to be returned to the Council with your Tender. The contents of the Documentation must be held in confidence by you and not disclosed to any third party other than is strictly necessary for the purposes of submitting your Tender. You must also ensure that a similar obligation of confidentiality is placed upon any third party to whom you may need to disclose any of the Documentation for the purposes of the Tender. If a Tenderer does not wish to submit a tender, all tender documents, including drawings, must be returned to the Council prior to the closing date for the return of tenders. It should be noted that the Council will not pay any fees or expenses incurred by Contractors in preparing and submitting their tenders.

1.1.3 Accuracy of Documentation.

Before tendering, all drawings and other documentation should be checked for any errors or queries relating to the contract. If a tenderer has any queries relating to the contract documents he should immediately contact Patrick Matthews, the Council's Drainage Manager (Tel 01954 713472) who is supervising the contract.

1.1.4 Amendments to Documentation.

Prior to the date for return of Tenders, the Council may clarify, amend or add to the Documentation. A copy of each instruction will be issued by the Council to every Tenderer and shall form part of the contract Documentation. No amendment shall be made to the Documentation unless it is the subject of an instruction. The Tenderer shall promptly acknowledge receipt of such instructions.

1.1.5 Disposal of Documentation.

In the event that the Tenderer is not successful, the Tenderer shall dispose of all copied Documents in a secure and confidential manner.

1.2 Tender Response.

1.2.1 Return of Tenders.

Tenders shall be returned using the addressed return cover provided (not bearing any identification of the sender) to the offices of the Council, **not later than Noon on 15 May 2009.**

1.2.2 Submission of Tender.

Tenders shall be submitted by completion of the Bill of Quantities provided and the rates shall be legibly priced in ink, with the columns added up to form the total amount of the Tender.

NOTE: Tenderers should clearly state in their tender submissions whether they are prepared to undertake all or part of the works specified as the Council may wish to let the contract in parts if this proves advantageous.

1.2.3 Compliance.

Tenders must be submitted in full compliance with requirements of the Tender Documents and in accordance with the stated Conditions of Contract. Tenderers should specifically withdraw their own standard Conditions of Contract included in covering letters or elsewhere together with those of any proposed Sub-Contractor.

1.2.4 Alternative Offers.

Alternative offers will only be considered if they constitute a fully priced alternative and are submitted in addition to a Tender complying with the requirements of the Tender Documents.

1.2.5 Pre-tender Inspection.

Tenderers, before entering any land or premises in connection with the Tender, shall make prior arrangements to do so through the local landowners. The Council's Drainage Manager may be in a position to visit a representative proportion of the award drains but due to time constraints any arrangements to carry out joint visits will need to be put in place as soon as possible from the date of receipt of tender documents.

It is vitally important for Tenderers to visit as many of the award drains as possible in order to obtain first hand knowledge on the location of the drains, means of access, the full extent of the character of operations necessary and an appreciation of the extent of travel between locations. No claim on the grounds of lack of knowledge in any such respects will be entertained as Tenderers will be deemed to have satisfied themselves on all matters affecting their tender.

1.2.6 VAT.

The prices and/or rates quoted in the Tender must be exclusive of Value Added Tax , which, if applicable, shall be charged at the rate applicable on submission of invoices.

1.2.7 Tenderer to provide Method Statements with Completed Tenders.

In order to assess the Tender, it will be necessary for Tenderers to provide a detailed Method Statement for each Item of the Works described. The method statements must be accompanied by a works programme that outlines the timing of the works, all contractors plant and equipment expected to be used, the number and qualifications/experience of all personnel involved with the contract, consideration of working close to members of the public, Environmental considerations, Health and safety method statement as outlined in section 4 and any other information relevant to the Contractor's ability to undertake the works.

This information will be used as a basis for undertaking the Tender assessments. The following will be of assistance to Tenderers in ensuring adequate information is provided for tender evaluation:

Knowledge and Experience – Clearly demonstrate how you will use your experience on similar contracts to carry out the works in the specification.

Supervision of Staff and Works – How will your company supervise and manage, staff, the use of any contractors and works?

Staffing Structure – How staff will be utilised throughout the year; number of employees; how staff will be informed following request for routine works; emergency and out of hours proposals; CV's for key staff members such as Contracts Manager and Health and Safety Officer.

New vehicles or Staff – Will new plant/equipment/vehicles be required how will this be achieved before start of contract.

Personnel – What systems are in place for the assessment of current staff. How do you ensure their development to achieve service delivery; Are Vehicle licensing checks in place?

Service availability and delivery – How will resources be allocated to provide the service (description); how will quality be monitored and is there a formal quality system in place; What type of supervision will be in place; Examples of other clients receiving similar service; how will breakdowns be dealt with?

Response Times – How will you ensure response times in specification are met and what are the procedures; Geographical location of staff.

Reporting and programming – Who will produce the annual programme required by the contract and the regular updates for meetings with the Client and how will this be done?

Contract Management – This should include managing relationship with the Council and the Contract performance; What management structure will be used; What management resources will be used, what is their level of expertise and where will they be located? How will landowners be engaged?

Business Continuity – What business continuity plan is in place and how can you demonstrate the contingencies you have in place to cover risks to your business and consequently the service to the Council?

Continuous Improvement – How can you demonstrate continuous improvement to the service provided to the Council in terms of cost and quality?

1.3 Acceptance.

1.3.1 The Council is not bound to accept the lowest, or any, tender. However, in evaluating the tenders, note will be taken of the Grand Total of the priced Bill of Quantities. The Grand Total will be checked for extension and addition and should any errors be found, the Grand Total will be amended on the basis that the Tenderer's submitted rates remain unaltered.

It is the duty of the Tenderer to submit rates that in his view reflect the true cost of carrying out the described work. Should the Council consider that any rates do not represent the true cost of carrying out the works it may:

1. Ask the tenderer to confirm his rates or withdraw
2. Reject the tender

The Council accepts no responsibility for any error or discrepancy by the Tenderer, which is not discovered during the Council's examination of the tenders.

1.3.2 Scoring of tender submissions.

1.3.3 Award will be based on the most economically advantageous bid received, where prices/costs offered account for 40% of the overall score with Quality and Capacity accounting for 60%.

1.3.4 The evaluation scheme is described below. Bidders responses to the method statements will be scored using a marking system. Extra marks will be awarded (where appropriate) for responses that are supported by the use of relevant examples of similar contracts or direct experience of watercourse maintenance.

Award Criteria Table.

Evaluation Criteria	Percentage	Comments on Evaluation Procedures
Quality and Capacity – total to account for 60%		
Knowledge and Experience	10%	Follow up responses from referees as detailed in 9.8. Method Statement 9.1 to 9.7
Health and Safety	10%	Developed H and S Plan

		Method statement 9.7 requirements as detailed in 4.2 & 4.3
Quality (The Tenderer's proposals for meeting the Council's requirements and expectations as described in this document) This includes: Personnel Service availability and delivery Response Times Business Continuity	15%	Method Statement 9.1 to 9.7
Reporting and Programming	5%	Method statement 9.1 to 9.7
Capacity (The Tenderer's proposals for meeting the Council's requirements and expectations as described in this document) This includes: Supervision of Staff and Works Staffing Structure New vehicles or Staff Continuous Improvement	15%	Method Statement 9.1 to 9.7
Contract and Project Mgt proposals	5%	Method Statement 9.1 to 9.7
Weightings		9.1, 9.2 ,9.3 ,9.7 = 5 9.4 ,9.5 = 2 9.6 =1
Tendered Prices and Costs (40%)		
Price and cost implications for the Council.	40%	Evaluation of the annual costs shown in the Bill of Quantities

1.3.5 Evaluation of the tenders received will be carried out by a panel of officers from the Council.

The Council aims to accept the most competitively advantageous Tender and not necessarily the cheapest. It reserves the right to award on the basis of quality, innovation and experience.

1.4 Tender acceptance period.

The Tender shall be valid for a minimum period of three months from the date for return of the tenders.

1.5 Withdrawal.

Tenderers unable or unwilling to submit a Tender shall immediately notify the Council, and return all Tender Documents, including any copies. The Tenderer shall state in writing the reasons for withdrawal.

1.6 Tender prices.

The rates in the Bill of Quantities shall be fixed for the first 12 months of the contract. Thereafter, the rates will be increased (or decreased) in line with changes in the Retail Price Index as produced by the Office for National Statistics. Any increases will be based on the prevailing rates for the month of June in each year and shall be implemented in July of each year.

2.0 Maintenance Works Agreement.

2.1 Introduction.

See Form of Tender in Section 10

2.2 Description of Works.

The Council has inherited responsibility, under the terms of various Inclosure Acts (mainly 19thC), for the upkeep and maintenance of the Awarded Watercourses shown in the contract drawings. Legal control of the watercourses is exercised using powers contained in the Land Drainage Act 1991 and later amendments as well as the Council's Land Drainage Byelaws, introduced in 1999. The Council uses its powers for land drainage, flood risk management and environmental enhancement purposes.

Routine maintenance activities include flail mowing, aquatic weed-cutting, de-silting and spoil spreading along the awards. Some tree maintenance, debris/obstruction clearance and minor repairs/improvements to banks and structures may also be required under this agreement.

In addition to routine maintenance activities, emergency works may be required, usually during periods of heavy rainfall, throughout the South Cambridgeshire District.

2.3 Contract Data.

Client: South Cambridgeshire District Council
South Cambridgeshire Hall
Cambourne Business Park
Cambourne
Cambridge
CB23 6EA

Contact: Mr Patrick C Matthews

Telephone: 01954 713472

Fax: 01954 713248

e-mail: pat.matthews@scambs.gov.uk

Contract start date: August 2009

Contract completion date: 31 July 2014

Date for reply: 12-00 Noon, 15 May 2009

The Conditions of Contract are the NEC3 Engineering and Construction Short Contract (June 2005) as amplified amended or extended below in Section 11. In the event of conflict arising between the NEC conditions and the Council's general conditions of contract for professional services [2005] edition (1) the latter shall take precedent.

2.4 Insurance and Performance Bond.

To secure the due performance by the Contractor of his obligations to the Council, the Contractor shall provide a Performance Bond prior to the commencement date. This bond must be maintained during the entire contract period. The value of the Bond shall amount to 10% of the total annual cost of the works as outlined in the Grand Summary.

The minimum "Third Party" insurance cover required is £5,000,000-00.

The minimum "Public Liability" insurance cover required is £5,000,000-00.

Council's Instructions. Instructions Will Be Issued By The Council's Drainage Manager To The Contractor's Representative. These Instructions May Be Given Orally At Any Time, But Will Be Confirmed In Writing Within A Period Of Five Working Days.

Council to provide necessary information. The Council Shall Be Responsible For The Provision Of Any Necessary Instructions, Drawings Or Other Information.

Statutory Consent/Assent for works. The Council Shall Ensure That Any Necessary Consents (other than Landowner/tenant consents), Assents Or Agreements Are Obtained From The Relevant Authority.

2.5 Contractor's Responsibilities.

The Contractor shall provide all supervision, labour, materials, equipment, temporary works and transport for the completion of the Works required under this agreement. The Contractor shall take full responsibility for the adequacy, stability and safety of all site operations and methods of construction including temporary works.

Contractor's Representative.

The Contractor shall notify the Council of the person duly authorised to receive instructions on behalf of the Contractor.

Compliance with Statutes etc.

The Contractor shall ascertain and conform in all respects with the provisions of any General or Local Act of Parliament and the Regulations and Byelaws of any local or other statutory authority, which may be applicable to the Works.

Sub Contractors.

All sub-contractors, including sub-contract labour, shall be approved by the Council prior to commencement of work. Consent shall not unreasonably be withheld.

Local Landowners.

The award drain system in the South Cambridgeshire District as shown on the contract drawings is controlled under the council's land drainage byelaws. The contractor should note that all land associated with the award drains as well as the drains themselves are in private ownership. It shall be the responsibility of the contractor to obtain all necessary permissions and consents from the local landowners before entering onto any land to undertake any

works. In most cases this will not present difficulties as most landowners welcome the works. However, consultation with the landowners prior to works must take place in order to avoid conflict and bring about delays. All rates within the bill of quantities must reflect the costs associated with contacting and liaising with relevant landowners.

Waste Management Regulations.

The Contractor must comply with all relevant Waste Management legislation. The Contractor **MUST** be a Registered Waste Carrier at all times throughout the course of the contract and must demonstrate the use of Waste Transfer Notes for all waste associated with the contract.

2.6 Programming of Works, Method Statements and Quality Control

Outline Programme. The Contractor shall provide an ANNUAL outline programme in July of each year detailing the principal work activities and distances over which works are due to take place. This shall be presented to the Council's Drainage Manager for general agreement. Any additional requests for works shall be added to the programme by the Contractor as directed by the Drainage Manager.

Quality Control. The Contractor shall institute and maintain a properly documented and auditable quality control system designed to ensure that the service is provided at all times and in all respects in accordance with the contract documents. This system shall be submitted with the tender and should include the Contractor's own performance and quality measures and the procedures to meet the requirements of the contract. These procedures should include; Performance Standards and any deviation from these; the Contractor's supervision and self-monitoring arrangements; Responses to user requests, enquiries and complaints; Collating, formatting and presenting performance information

Method Statements. The annual outline programme for the works must be accompanied by detailed Method Statements for all the major items of the works outlined in the contract documents. The Method Statements must outline in detail the proposed method of work and take account of all relevant legislation including the Waste Management Regulations: Health and Safety legislation: Environmental Legislation and all other legislation that applies to the Contractor. The detailed annual Method Statements should be in line with the guidance given in 1.2.7 above.

Detailed Programme. The Contractor shall provide the Council with a programme for the Works for discussion at regular bi-monthly meetings as determined by the Council during the execution of the Works.

Delay and Extra Cost. If any items of the Works are unavoidably delayed or are likely to incur additional cost the Contractor shall notify the Council as soon as reasonably practicable.

2.7 Variations and Extra Work.

Works Instructions/Variations. The Council may order any variation to any part of the Works. Instructions/Variations may be ordered orally by the Council with written confirmation to be provided within five working days.

Dayworks. The Council may request the Contractor to undertake additional work pursuant to the Agreement on a Dayworks basis. For the purposes of this Agreement, Dayworks shall mean that labour and Plant costs are charged at the normal "all-in" labour rates included within the priced schedule within the Bill of Quantities. Materials shall be charged "at cost" plus the contractor's quoted

additional percentage outlined in the Bill. The Contractor shall provide at the request of the Council, a breakdown of all costs incurred in the execution of the work.

2.8 Measurement & Payment

Bill of Quantities. The quantities set out in the bill of quantities are the estimated quantities of work but they are not to be taken as the actual or correct quantities of the works to be executed by the contractor.

It should be noted that the weed/grass cutting activities within the contract are currently completed by mechanical and manual methods, with approximately 90% being completed mechanically and 10% manually.

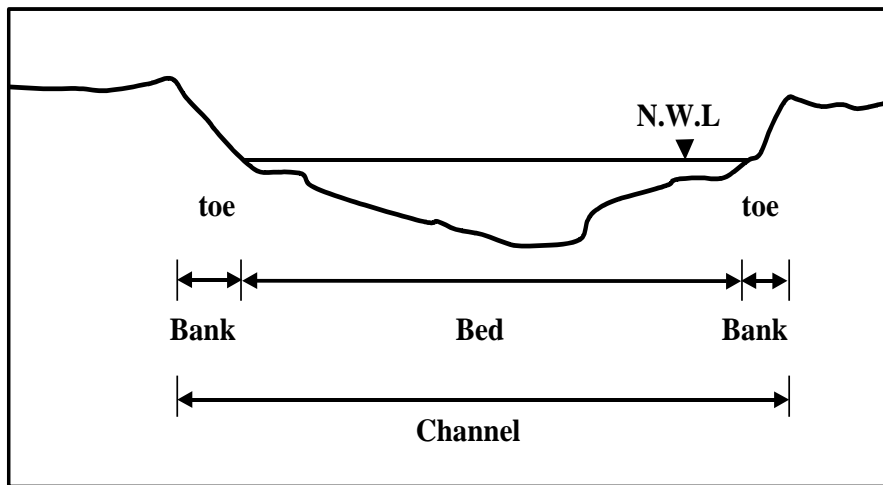
Measurement of Works. The Contractor shall ascertain and determine by ad-measurement, using the unit of measure for each item and in accordance with the Method of Measurement, the value of work done each month.

Unless otherwise specified, channel widths are deemed to be measured from bank to bank at normal summer water levels. Bank lengths are deemed to commence at normal summer water level, and extend to normal field level.

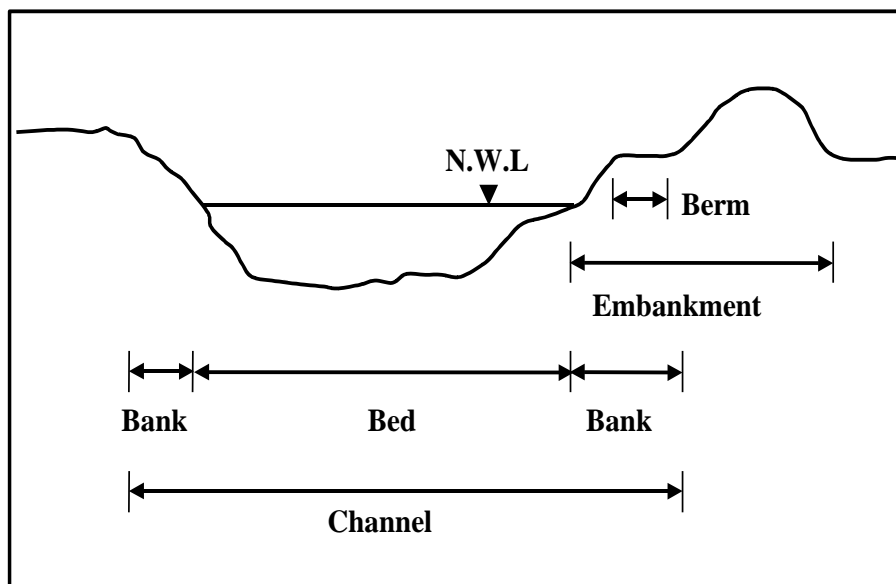
All works to banks shall be described as right bank or left bank as viewed in the direction of flow.

DEFINITION OF TERMS: TYPICAL CROSS-SECTIONS

Typical Watercourse



Embanked Watercourse



Monthly statement. The contractor shall submit a monthly valuation to the council by the 15th day of each month for the work executed in the previous month.

Monthly Payments. The Council will authorise the monthly statements for the previous month for payment by the final day of the following month providing the account is agreed and invoiced by the 15th day of the month.

2.9 Performance & Quality Monitoring and Liaison.

Supervision of works. The contractor shall ensure that the works are adequately supervised at all times to ensure the safety of operations, efficiency of execution and the quality of the workmanship.

Monitoring. The contractor shall undertake a process of monitoring that ensures works to all watercourses are inspected and recorded as the works proceed. This information will form a means of demonstrating how the council has fulfilled its legal obligations along each watercourse. The information must be recorded on copies of the contract drawings and accompanied by 'before and after' digital photographs along approximately every kilometre of watercourse or less at locations where manual works take place. At the end of each season, a full set of marked-up drawings must be presented to the council for its records. It is expected that the monitoring records will accompany each monthly valuation. Prior to payment of the monthly valuations, the council's representative will check a representative sample of the recorded details to ensure compliance. In the event of non-compliance or invalid claims, the council may instigate the liquidated damages procedure to recover its costs.

Claims for Damage. Details of all claims, or warning of intended claims, which the Contractor may receive in respect of his actions in undertaking the Works shall be notified without delay to the Council, who shall likewise pass to the Contractor any such claims or warnings that may be submitted directly to the Council. The Contractor shall notify the Council in writing on the next working day following any damage or injury arising from the execution of the works.

The Contractor shall indemnify the Council against all claims, losses, proceedings or other matters however they arise.

2.10 Disputes.

Settlement of disputes. If a dispute or difference of any kind shall arise between the council and contractor in connection with or arising out of the agreement or the carrying out of the works, all staff shall be encouraged to settle the dispute at the lowest common tier in the council's and contractor's staffing structures in the spirit of partnership. Only if this cannot be resolved at the local level and/or extra costs are likely to be incurred as a result of a delay in resolving the dispute, then the next tier in both teams should be requested for assistance to resolve the dispute. In the event that the dispute is still not resolved, an arbitrator will be appointed as agreed by both parties.

Customer Complaints. The Council considers it important that any complaints made by a member of the public, in respect of any part of the Council's service, are dealt with sympathetically and in an efficient and effective manner. A complaint is defined as an expression of dissatisfaction, however made, about the standard of service, action or lack of action by the Council or their staff or contractor affecting an individual customer or group of customers. In order to comply with the Council's procedure, the Contractor must comply with the following;

- Instigate a system of recording complaints when they are received either in person, by telephone, e-mail or in writing
- Maintain accurate and up to date records of the complaints detailing as a minimum, complainant's name, address, telephone number, nature and details of the complaint, name of individual dealing with the complaint and the action taken.
- Provide an initial response within three working days and a considered full response, if possible, to all complaints within ten working days.
- Designate a named individual as a liaison officer on behalf of the Contractor to monitor the complaints until a resolution has been achieved.
- Report the complaints to the Council's Drainage Manager on a monthly basis outlining the number, nature and the action taken to resolve the complaint. Where the Council's Drainage Manager or other designated Officer, considers that further steps are required to minimise the

possible recurrence of complaints in any particular area of the service, the Contractor shall be required to instigate such procedures as deemed necessary.

- Where a complaint is received by the Contractor regarding matters over which the Contractor has no control (e.g. Council Policy), it shall be referred to the Council's Drainage Manager.

2.11 Invoicing and Payments.

The Contractor shall forward all invoices to the Council's Drainage Manager at the following address:

South Cambridgeshire Hall
Cambourne Business Park
Cambourne
Cambridge
CB23 6EA

2.12 Means of Access and Site Limitations.

The contractor should be aware that certain limitations will apply regarding access to undertake the works. The byelaws used to control the award drain system allow for a five-metre maintenance strip to be used for access to all drains. However, as the byelaws were only introduced in 1999, there are some locations where access by machinery is not possible and works must be undertaken by hand. Additionally, landowners/farmers have always cultivated the land up to the edge of the watercourses and as a result, maintenance works are only possible in the window between harvest and drilling for the following year's crop. The mechanised works are therefore expected to occur in the period 1 August to late October although roadside ditches and others along access droves may be available up to the end of the year depending on the prevailing weather conditions. The bulk of the works will therefore be concentrated in the Autumn/early Winter period and the contractor's resources MUST reflect this requirement.

2.13 Volume of Work and Delays

It is expected that the volume of works outlined in the Bill of Quantities will be achieved in most seasons. However, during periods when the harvest is late or delayed or access to land is restricted due to adverse weather or other reasons, the award drains may not always be accessible. The contractor should particularly note that NO compensation will be payable for any additional costs or loss of profit as a result of any of the above delays.

There are particular restrictions that apply to award numbers 830, 836 and the downstream end of award number 727. The restrictions are due to the proximity of the MOD Rifle Range at Barton (see drawing No. 11). Works must not take place along these drains when the Range is in use. This is indicated by the presence of a Red Flag at the entrance to the Range along Barton Road in the parish of Grantchester.

A further restriction will apply to works along the river Shep upstream of Dunsbridge Turnpike where the river crosses the A10 – award drain No. 684. A fish farm exists at this location and any upstream works likely to disturb silts or other substances in the watercourse must first be notified to the farm operator so that agreement can be reached on the timing of the works.

2.14 Plant and Equipment

The successful Contractor will be expected to purchase the Council's plant and equipment currently engaged on the works. The current Council fleet consists of the following items of plant;

- Two No. Renault Ares 816 RZ Tractors Registered July 2004 approx 1600 running hours on clock

- Two Bomford-Turner B81-81T Flail Mowers – purchased July 2005 – condition good.
- One No. Atlas 1304 wheeled excavator Registration No. T808 FWR. Contains weeding basket and flail mower attachments.
- Two No. Toyota Hilux transport trucks, Single Cab with Truckman Top – Current Mileage approximately 45,500 and 48,500.
- Two Ifor Williams trailers – capacity 1.5 tonnes – condition good
- Three 5 Tonne Trailers – condition good

A bid for the plant and equipment should be inserted in the appropriate section of the Bill of Quantities. The total cost will be spread over a period of five years and an annual amount (one fifth of the total - subject to RPI increases) will be deducted from the final account at the end of each year.

In assessing the most competitive quote for the works, one fifth of the total bid for the Plant and Equipment will be deducted from the total in the Grand Summary of the Bill of Quantities in order to arrive at the annual contract price.

2.14.1 Plant Generally

All plant employed by the Contractor in the performance of the service at any time must be either owned by the Contractor or hired by the Contractor pursuant to a contract of simple hire (and not hire purchase).

The Contractor shall at all times be fully responsible for licensing and for the payment of all license fees, taxes and insurances required in connection with the use of all plant, whether or not owned by the Contractor.

It is a requirement of the contract that all vehicles used in the provision of the service bear the wording 'South Cambridgeshire District Council' logo and the words 'Working in partnership with' preceding the logo.

The Contractor shall ensure that all operators and employees are trained and thoroughly competent in the safe use of all plant and equipment. The Contractor shall also ensure that he has an adequate level of reserve plant available to him at all times as lack of suitable plant will not be considered as a reason for non-performance of the requirements of the contract.

2.15 Uniforms and Identification

The Contractor shall ensure that all persons employed in the performance of the service shall at all times be properly attired and presentable in appropriately identifiable uniforms or clothing which shall receive prior approval by the Council.

Representatives of the Contractor shall at all times carry identity cards in a form approved by the Council and these shall include;

Employee Name

Contractor's Name, business address and telephone number

The words 'Working in Partnership with South Cambridgeshire District Council' and

The Council logo

When requested to do so during dealings with members of the public, all persons employed by the Contractor in the performance of the service shall disclose their identity and shall not attempt to avoid doing so.

2.16 General

Entry on to all privately owned land must only take place following agreement and close liaison with the local landowner or tenant. The Contractor must approach local farmers and landowners/householders in a courteous and diplomatic manner. This is particularly important in the built-up village locations where works must be undertaken by hand and rates quoted in the Bill of Quantities must reflect the additional costs involved in making contact with local residents/landowners.

3.0 Specification

3.1 This Specification defines the base standards to be adopted for all of the South Cambridgeshire Maintenance Works on watercourses.

The key terms are clarified below: -

Aquatic Weed	Means all non-woody vegetation growing from the bed, or within the channel.
Bank	Means the part of the channel above the bed, normally inclined and mostly above normal water level.
Bed	Means part of the channel below the bank, below normal water level.
Berm	Means a generally horizontal artificial ledge in a bank or embankment, constructed in earth, above normal water level.
Blockage	Means accumulation of debris in or over the watercourse that causes an obstruction to free flow of water within the watercourse.
Channel	Means the portion of the watercourse capable of conveying and containing water.
Client	Means the South Cambridgeshire District Council.
Contractor	Means (.....).
Debris	Means loose artificial or natural material, excluding sediments, including fallen trees and branches.
Embankment	Means a raised earthen mound, which protects adjacent land from flooding.
Drainage Manager	Means the Council's duly appointed Officer who will supervise the works and represent the Council on all matters relating to the contract.
Hard Bed	Means the level of the watercourse delineated by the border between temporary and permanent bed material.
Length and width	Length is defined as being generally parallel to the direction of flow of the watercourse and width as being generally perpendicular.
Normal Water Level	Is the water level maintained under normal flow conditions. It should be noted that this will vary from summer to winter,
Rubbish	Means man made debris.
Sediment	Means naturally occurring eroded material including silts, sands and gravels, found on the bed.

Toe	Means the lowest portion of an embankment, man-made bank and highest inclined portion of the bed.
Watercourse	Means all rivers and streams and all ditches, drains, cuts, culverts, dykes, sluices, sewers and passages through which water flows.
Main River	Means a watercourse which is designated by DEFRA as Main River.
IDB Watercourse	Means an Ordinary or Awarded Watercourse that has been adopted by the local Internal Drainage Board.

3.2 Programme for the Works.

A substantial element of the maintenance works is predictable and repetitive and the annual quantities are shown in the Bill. The award drains have been categorised to reflect their importance and sensitivity to maintenance and the four categories, A, B, C and D are detailed below. However, the scope of the works will be as indicated below but the frequency will vary as shown. Please note that all watercourses are described on the drawings using an award number to identify the individual drain and a letter to identify the category of watercourse – e.g. 999A.

- 3.2.1 **Category A Awards** – High Priority. In general, works shall take place on these drains on an annual basis and shall include those sections within villages that require regular maintenance (Village Cut). The extent of flailing works in this category is approximately 80km (50 miles) with an additional 6km (4 miles) of handworks within the village areas.
- 3.2.2 **Category B Awards** – Medium Priority. The total length of flail mowing works on these drains is about 100km (60 miles) Approximately 70% of the category B ditches will be programmed for flailing each year with the remainder included in the following year's work.
- 3.2.3 **Category C Awards** – Low Priority. It is expected that flail mowing of these ditches will occur at intervals of not greater than three years unless there are exceptional circumstances. The total length of category C drains is approximately 78 km (49 miles) and the contractor will be expected to flail about 40km (25 miles) annually.
- 3.2.4 **Category D Awards.** All other awards not classified in the above three categories will be maintained as the need arises. Some of the drains in this category directly affect Sites of Special Scientific Interest (SSSI) and maintenance works will be undertaken following assents/consents from Natural England, RSPB or other conservation groups. The SSSI's that directly affect the maintenance programme are shown on the drawings.
- 3.2.5 The primary reason for maintenance is to ensure the Council fulfils its legal duties. However, due to the variable nature of land use, weather conditions, landowner requirements, soil type and environmental considerations, it will be necessary to maintain a high level of flexibility within the annual programme. This flexibility **MUST** be retained as a fundamental aspect of the approach to the Awarded Watercourses Maintenance Service.
- 3.2.6 Routine Inspections and Reporting.

The Contractor will be expected to report any blockages, damages or breaches of Byelaws to the Drainage Manager on a routine basis throughout the year. This will be particularly important in the village locations where homes and property are at the highest risk or where members of the public are likely to report problems. Additionally, where high levels of silt accumulation occur or substantial weed growth has developed, the Drainage Manager should be informed so that additional maintenance works can be investigated and instructed.

- 3.2.7 Performance Reporting.

A quarterly performance report shall be submitted to the Drainage Manager highlighting any slippage in the programmed works or the necessity for additional works. The quarterly reports shall be provided in the months of November, January, April and July for each of the previous quarters of the contract.

3.3 Legislation.

The Contractor shall be conversant with all relevant legislation, regulations, guidelines and protected sites including:

- Land Drainage Act 1991 and 1994
- Water Resources Act 1991
- Control of Pollution (Amendment) 1989
- Wildlife and Countryside Act 1981 (as amended 1981, 1985 and 1991)
- Salmon and Fresh Water Fisheries Act 1975 (Section 2(4) Disturbance of spawning fish and spawning beds)
- Badgers Act 1973, 1991 & 1992
- Environmental Protection Act 1990
- SCDC Land Drainage byelaws
- Environment Act 1991
- Habitats Regulations 1994
- Countryside and Rights of Way Act 2000
- The Natural Environment and Rural Communities Act 2006
- Biodiversity Action Plans
- Sites of Special Scientific Interest
- County Wildlife Sites
- New Roads and Street Works Act 1991
- Traffic Management Act 2004 – Note: Cambridgeshire County Council operates a Permit Scheme for works on the public highway in line with the HAUC code of practice published in March 2008

3.4 Watercourse Maintenance

3.4.1 Mechanised Aquatic Vegetation/Weed Cutting

Aquatic weed cutting includes the cutting of submerged and emergent non-woody vegetation on beds and the lower portion of banks.

Vegetation is to be cut to leave approximately 100mm of growth, retaining margins and uncut patches where specified.

Any cut vegetation which collects around screens, weirs, sluices, intakes or other structures must be removed so that blockages are not allowed to accumulate, and/or interfere with the operation of such devices. Such work shall be included with the weed cut and not be an extra item of work.

Cut weed and vegetation must be removed from the channel for disposal on the top of bank.

Existing minor items of debris encountered during weed cutting shall be removed from the channel. Such work shall be included in the normal maintenance work of weed and grass cutting and an allowance should be included in the Bill rates for such work.

Where rare plants are known to occur in a specific river reach, these will be identified by the Council on maps and must be retained.

Management must be undertaken working in an upstream direction so that re-colonisation by disturbed animals is into cleared areas to avoid accumulative removal.

Where possible, vegetation should be temporarily deposited close to the riverbank to enable some invertebrates to return to the watercourse. This must always be carried out where a hydraulic bucket/cutter is used, where silt may be removed with the vegetation. A manual search of the vegetation for Fish and other water-based wildlife should be made during this period and any found must be returned to the watercourse.

The material must not be stored in hollows or wet depressions and must not result in the suppression of vegetation on sites of conservation interest adjacent to or at the bank top, nor should any resultant liquor be allowed to run into such areas.

On watercourses greater than 2 metres wide, a strip of marginal vegetation on each side of the watercourse (approximately one sixth either side) must be retained to provide a habitat fringe and to avoid damage to the toe of bank. Along watercourses less than 2 metres wide, works shall take place to only one side of the drain (alternating sides for different years) where approximately two thirds of the growth shall be removed, retaining the other one third as habitat.

Routine mechanised vegetation removal is expected to be required at various time intervals in the following locations:

- Swavesey/Fen Drayton Parishes – in particular award numbers 706A, 705A and 690A.
- Longstanton Parish – in particular award number 688A.
- A number in the Hauxton and Shelfords Parishes.
- Meldreth, Melbourn and Shelford Parishes – in particular award numbers 667A, 685A and 684D.
- A number in the Parishes of Teversham, Fulbourn and the Wilbrahams.
- Award number 664A in the Parish of Histon
- Parish of Milton – Important section of award number 791A from railway line to river Cam.

As these operations are variable in nature, the actual locations for annual works will be as identified by both the Contractor and the Drainage Manager so that agreement is reached on the extent of the works required.

In connection with all of this work, the Contractor must take note of all the Environmental issues raises in Section 5.

3.4.2 Flail Mowing.

Flail mowing and associated hand-works shall consist of the cutting of all grass and vegetation over the whole inclined face of both banks, including briars, saplings, weeds (but excluding trees with a diameter greater than 25mm) together with overhanging branches level with the top of the banks. The resultant length for cut vegetation shall be between 100mm and 150mm. Any hedge growth that overhangs the watercourse must also be cut back to allow access with the mower to allow cutting to take place.

Where sections of banks are inaccessible for mechanical plant, or obstructions exist, the Contractor will be expected to maintain these sections to the same standard as those cut by mechanical means.

Cut vegetation shall not be deposited in the watercourse. If cut grass or other material falls into the watercourse then it must be removed immediately.

The Contractor must be able to identify invasive plants, and report all occurrences to the Drainage Manager.

A strip of marginal vegetation must be retained to provide a habitat fringe and to avoid damage to the toe of the bank.

Watercourse numbers 190A, 205A and 206A in the Swavesey and Fen Drayton areas are protected with embankments. The Landward face and top of the bank of these watercourses must be cut back as described above as well as the ditch face.

3.4.3 De-silting.

The Contractor's attention is drawn to The Salmon and Freshwater Fisheries Act 1975, The Wildlife and Countryside Act 1981, The Water Resources Act 1991 and The Land Drainage Improvement Act 1999. He shall take all reasonable precautions to ensure that no work in any watercourse is done in such a manner as to cause unnecessary or avoidable damage.

Deliberate stirring and flushing of silt must not be undertaken unless specifically agreed in writing.

Work should be carried out in an upstream direction unless it can be shown that this is not practical in certain locations. This is so that re-colonisation of disturbed animals occurs into cleared areas and to avoid accumulative removal.

The Contractor should be alert to any fish or shell-fish picked up during de-silting and should return them to the watercourse immediately.

On watercourses greater than 2 metres wide, the Contractor is to remove accumulated silts and deposits of naturally occurring soft material including weeds, from the central channel (central 50%) of the watercourse, to maintain an adequate capacity or level. On narrower watercourses, it will be necessary to remove up to 90% of the accumulated silt.

The channel banks and toe, including the submerged section, are not to be disturbed.

Spoil must be disposed of sensitively along the bank top or where otherwise agreed, and not placed in damp depressions, in areas of woodland / scrub or other areas of ecological interest. Spoil must be placed over 1 metre away from the top of bank with gaps left in the spoil every 25 metres to allow continued surface drainage and access for wildlife.

Spoil must be placed behind buffer strips or stewardship margins if possible within one mechanical movement of the excavator. Specific instructions will be issued in relation to these sites but the Contractor must discuss in the first instance with the local landowner or tenant.

The hard-consolidated bed of the watercourse and any gravel beds and riffles are not to be disturbed. (See section on Environmental Issues).

3.4.4 Manual Works.

At the locations indicated on the drawings, it will be necessary to undertake all works manually. These works must be undertaken to the same standard as those outlined above in Clause 3.4.1, Clause 3.4.2 and Clause 3.4.3 above.

It is particularly important that hand-works within **ALL** village/built-up areas are undertaken **annually** due to public perception and the wishes of the Council's local householders/Council-tax payers. The works have been traditionally undertaken at the end of the flailing season and normally commence in early to mid November of each year and continue until mid/end March of the following year. Some of these locations are difficult to access and many of the drains contain silts in excess of 300mm deep making movement time consuming and cumbersome.

Organic vegetation shall be placed on the adjacent banks of the watercourse and allowed to naturally degrade. However, at various locations (e.g. Barton road Comberton, Chiswick End Meldreth and others) it will be necessary to remove all vegetation to the Contractor's off-site tip. Inorganic matter such as bottles, cans, traffic cones, etc as well as fly-tipping items must also be removed to the Contractor's off-site tip.

3.4.5 Spoil Spreading.

The spreading of spoil from previous de-silting operations shall be completed in agreement with the Drainage Manager, usually during the summer months.

The use of herbicides will not be permitted, unless by specific written agreement.

3.4.6 Debris / Obstruction Clearance.

It has been found through experience that a number of locations exist where debris and obstructions occur throughout the year but particularly during periods of heavy rainfall. These locations are shown on the contract drawings with an associated number within particular parishes. The table below lists the locations and identifies the category of risk associated with each one.

AWARDED WATERCOURSE – GRILLES, TRASH SCREENS AND OTHER LOCATIONS OF HIGH FLOOD RISK

No.	Parish	Location	Type	Category	Comments
1	Barrington	1. Orwell Road / Shepreth Road (West Green)	Concrete dam	Low	Remove dam to prevent flooding of road.
2	Barton	1. Mailes Close (Mike Radford's Farm)	Grating	Low	Flooding of land. Keep clear.

		2. Adjacent 94 Wimpole Road	Brick arch culvert	Medium	
3	Bourn	1. Great Bridge (adjacent Doctors Surgery) Award No. 651	Deck culvert	High	High volume of water – flooding road / adj. buildings. Keep clear.
4	Comberton	1. Outside 241 Barton Road	Award junction	Low	Backing up to 241. Keep clear.
		2. Harbour Avenue Award No. 652	90° bend	Medium	High volume of water – floods road.
		3. Swain's Lane	--	Low	Floods road.
5	Coton	1. Grantchester Road (opposite AW pump house) Award No. 657	Pipes (culvert)	Medium	Keep clear.
		2. City Boundary lay-by Barton Road	Grating	Low	Keep clear.
6	Conington	1. Crossroads adj. White Swan PH	Culvert, twin pipes	Medium	Keep clear.
		2. Knapwell Road	Brick arch junction 233 / 232	Low	Keep clear.
7	Fulbourn	1. New Cut	High / low levels	Low	Resolved – check not required
		2. Rear Hawk Mill		Low	Resolved – check not required
8	Fen Drayton	1. High Street length Award No. 705		High	High volume of water, backing up flooding road. Sandbags.

No.	Parish	Location	Type	Category	Comments
9	Great Eversden	1. Kingston Road Cottage Award No. 340	Culvert, brick arch	Medium	Keep clear – floods cottage.
10	Little Eversden	1. Church Lane (Church Farm)	Culvert 9" pipe	Low	Keep clear – floods road.

11	Harston	1. High Street (opposite Park) Award No. 659	Grating	Medium	Keep clear.
		2. Outside 96 High Street Award No. 659	Grating	Medium	Keep clear.
		3. Old Telephone Exchange Adjacent No. 96	Grating	Medium	Keep clear.
		4. Adjacent 8 Button End Award No. 660 / 661	Culvert brick arch	Low	
12	Hauxton	1. Jacksons Close / Little Shelford Road Award No. 250	Culvert 18" pipe	Low	
13	Histon	1. Park Lane Award No. 664		Low	Blockages cause backing up into village.
		2. Bridge Road / Station Road Memorial Award No. 664	Grating	High	Keep clear – flooding Cottenham Road.
		3. Adjacent 54 Station Road	Culvert – twin pipes	High	Flooding No. 54.
		4. Mill Road rear of Ambrose Way	Grating	Low	
		5. Pond Outlet	Brick arch	Medium	Keep clear debris.

No.	Parish	Location	Type	Category	Comments
14	Impington	1. Villa Road rear of Reeds – Chivers Boundary	Brick arch 3 pipes across	Low	Debris on pipes across award.
		2. Milton Road (adjacent AWA pump house – old Chivers site)	Box culvert	Low	Keep clear.

15	Longstanton	1. School Lane	Culvert – twin arches	Medium	Debris.
		2. Hattons Road	Culvert, single pipe	Medium	Debris.
		3. High Street – opposite Black Bull PH	Culvert and pipes across	High	Debris.
		4. High Street – whole length outside No. 78	Bridges and pipes	High	Debris on pipes causing backing up.
		5. Station Road 140m south of CGB	Grating across road	Low	
16	Milton	1. Fen Road / Bankers Ditch	90° bend and 3 box culverts	Low	Flooding of land.
		2. Chesterton Fen Road	Culvert – single arch	Low	Land flooding.
17	Meldreth	1. Chiswick End outside No. 15	Culvert / grating	Low	Backing up.
18	Oakington	1. Cambridge Road (opposite No. 37)	Culvert under track	Medium	Keep clear.
		2. Opposite No. 41	Cable across award	Low	Handwork – keep clear.
		3. Adjacent No. 51	Culvert	Medium	Keep clear.
19	Over	1. Willingham Road adjacent No. 18	Culvert	High	Debris.
		2. Mill Road adjacent No. 44	Grating / two pipes	Medium	Keep clear.

No.	Parish	Location	Type	Category	Comments
20	Quy	1. Cambridge Road (opposite No. 37)	Culvert under track	Medium	Keep clear.
		2. Opposite No. 41	Cable across award	Low	Handwork – keep clear.
21	Sawston	1. Adjacent. No. 136 High Street	Culvert, brick arch	Low	Keep clear.

22	Great Shelford	1. Granham's Road (opposite No. 6)	Culvert – piped section	Low	Energies in High Green.
23	Little Shelford	1. Adjacent. No. 61 Hauxton Road	Grating	Low	
24	Swavesey	1. Gibraltar Lane (opposite No. 18)	Culvert	Medium	Adj. Library.
		2. Swavesey Garage Parallel No. 20 High Street	Grating	Medium	
		3. Cavell's Drain – doors & banks	2 wooden doors	High	Prevents river backing up to being drawn into award if bank breached (photo no. 11).
25	Teversham	1. R/O Church (Allen's Farm)	Brick arch	Low	Land flooding.
26	Willingham	1. Crossroads – High Street / Over Road o/s No. 2 Award No. 3	Grating	High	
		2. Lowloads (off Rampton Road) Blackpit Drove Award No. 314	Brick arch	Low	
27	Whaddon	1. Meldreth Road Award No. 667	Brick arch water pipe	Medium	Land floods.

Debris/obstruction clearance, not included in the weed cutting operation, shall be carried out under written instruction from the Drainage Manager under "Dayworks". The Drainage Manager must be consulted to agree methods of debris disposal.

3.4.7 Emergency Contacts.

The Contractor shall provide the Council with at least two telephone numbers at which responsible representatives of the Contractor can be contacted at all times outside normal working hours. This information must be provided prior to the commencement of the works.

3.4.8 Response Times.

The Contractor shall ensure that the required plant, labour and equipment are available for operational tasks at the designated sites within the maximum response times specified. The response time is defined as the time period between issue of an instruction to the Contractor and the arrival on site.

Miscellaneous visits within normal working hours – **2 hour response time.**

Miscellaneous visits outside normal working hours – **2 hour response time.**

Emergency response within or outside of normal working hours – **1 hour response time.**

It should be emphasised that these occurrences are rare and are usually weather dependent. However, there will be times when the contractor will need to visit the site in order to undertake works to prevent or alleviate flooding or deliver sandbags supplied by the Council. Lone working should be avoided and a risk assessment undertaken by the Contractor prior to works being put in place. It is expected that a minimum of two individuals will attend to these situations with associated Plant and Equipment to be decided in the circumstances.

3.4.9 Works on the public Highway.

The Contractor will be responsible for traffic safety, signing and management and must adhere to the recommendations as laid out in 'Traffic Signs Manual – Chapter 8 – Traffic Safety Measures and Signs for Road Works and Temporary Situations 1991' when carrying out the works on all sections of the Public Highway.

3.4.10 Timber Piling and Staking.

1. Timber piles shall be larch or similar and of the following dimensions: length 1.8m, diameter 0.15m.
2. The piles shall be placed at 0.9m centre maximum and to the correct line and level.
3. Timber backing boards should be of an approved timber, treated with an approved preservative and be of the following minimum dimensions; 225mm x 37mm-x 4.8 m long or as agreed.
4. The boards will be securely fixed to the timber piles with galvanised nails, span at least 3 piles and penetrate at least 150mm below the gradeline of the drain.
5. Backing boards will not be cut at any point along the length unless this is necessary for the purpose of alignment on bends.
6. Butt joints shall coincide with the pile centres and shall be staggered at each level.
7. The finished piled channel bed shall be of a minimum width of 450mm-pile face to pile face – or as otherwise specified.
8. The bank behind the piling works shall be made good, properly compacted, profiled and re-seeded.

All staking works shall be undertaken using stakes of nominal length 1.8m or 2.4m depending on local conditions. The stakes shall be driven to form a contiguous pile wall and shall be tied together at the top using galvanised steel wire (2.5mm dia.). Anchor stakes shall be driven at distances of between 1.0m and 4.0m depending on local conditions which shall be decided when the works are to be undertaken.

4.0 Health and Safety

4.1 Health and Safety Plan – Part A (prepared by the Drainage Manager).

All prospective Contractors will receive this health and safety plan. The purpose is to highlight the main health and safety issues in connection with the works and to form a basis for Tenderers to explain their proposals for managing all of these issues. The Contractor appointed to carry out the works must develop this health and safety plan as part of the duties under health and safety legislation. It should be noted that the Contractors statutory Health and Safety duties outside the immediate scope of this Health and Safety Plan are still applicable in all circumstances.

The following Health and Safety Plan has been prepared for the contract.

4.1.1 Nature of the Project.

The works involve the maintenance and upkeep of approximately 275km of small rivers and ditches, classified as awarded watercourses, within the South Cambs District. A substantial amount of the work involves the use of tractor mounted flail mowers to maintain the banks of the watercourses. Additionally, works will be necessary to remove aquatic weed and silts along limited sections of certain drains using both large and small hydraulic excavators. In locations where access to watercourses is limited, works must be undertaken by hand. The total annual amount of handworks is likely to occur over a distance of approximately 13km.

4.1.2 Timescale for operations.

It is expected that site operations will commence each season in late July or early August, depending on weather conditions and the timing of the annual agricultural harvest. Flail mowing works, de-silting and the mechanised removal of aquatic vegetation will normally continue up to mid November in agreement with the local landowners/tenants. From this point in time, most works will be undertaken manually up to the middle of March (depending on the start of the nesting season and other wildlife considerations). An emergency service must be available that covers every day the year.

4.1.3 Existing Environment,

- It will be necessary for the Contractor to develop a good working relationship with local landowners and to make appropriate arrangements to enter on to land at agreed times during the window between harvest and drilling for the following year's crop.
- The MOD Rifle Range accessed from Cambridge Road Barton presents particular hazards. No works must take place in the vicinity of the range while the RED warning flag is raised at the site entrance along Cambridge road Barton (see drawing No. 11). The award drains affected are No's 157A (upstream section), 830C, 831C, 940D and 941D.
- In locations close to or adjacent to residential areas, flail mowing operations will present particular hazards to members of the public or residents of property that lies adjacent to the award drains. This is particularly important where ditches exist along rear gardens and householders may not be aware of the dangers of flying debris from Flail Mowing operations. Special working arrangements will be required in these circumstances.
- Where the public has access to work sites (e.g. public footpaths or other access-ways), the Contractor must develop safe systems of work and use temporary fencing or other means to ensure operations are undertaken in a safe manner.
- Works along or adjacent to the public highway will require special attention and all operations must conform to the 'Traffic Signs Manual – Chapter 8 Traffic Safety Measures and Signs for Roadworks and Temporary Situations and the Traffic Management Act 2004. Cambridgeshire County Council operates a 'Permit to Work' system in line with recommendations under the HAUC Code of Practice. The Contractor must outline his proposals to operate within this arrangement.
- Statutory Undertakers apparatus is present across the entire area of operations for the contract. Most of the underground apparatus will not present problems for the works but overhead power lines present a particular hazard. The Council will supply the locations of known statutory undertakers apparatus including overhead power lines to the successful contractor. However, although the location of overhead power lines will appear on drawings, the height of these cables must be determined by the contractor at all times before works are undertaken. It will be necessary, therefore, for the contractor to demonstrate how these heights will be determined (appropriate measuring devices) as part of the developed Health and Safety Plan.
- Deep and fast flowing water will be present at many of the work locations and the successful contractor must develop appropriate measures in the Health and Safety Plan to demonstrate how these will be given due consideration.
- Steep and uneven embankments are present at a number of locations. In particular, the deep and embanked watercourses within the parishes of Fen Drayton, Swavesey and Longstanton will

require consideration. It will be necessary for the contractor to identify hazards to plant and equipment overturning along these embankments and produce suitable risk assessments to deal with each situation.

- The left bank of award drain No. 190A (Covell's drain) from High Causeway footbridge to the new Cambridge Guided Busway is in an unstable condition. No mechanised works must take place on this section until improvements have been agreed and put in place. These repair works are outside the scope of the contract.

4.1.4 Site Wide Elements.

- Manual cleaning of the award drains will require a substantial investment in time due to access difficulties, the necessity to operate within a confined location and working in water and silts above knee height. The manual handling hazards associated with this work will require special consideration and the contractor must demonstrate how these situations will be overcome.
- Portable hand tools and equipment will be a regular feature of the manual element of the works and the contractor will be expected to give due consideration to their use through suitable risk assessments.
- COSHH assessments will be required to deal with the hazards associated with all of the toxic, harmful or irritant substances used to undertake the works.
- Certain sections of the award drains have been piped over a period of many years and access to these sections is difficult and dangerous. The Contractor must consider each situation in conjunction with the Council's Drainage Manager so that a safe system of work can be approved. However, in all circumstances, the Contractor must comply with the Confined Spaces Working Regulations 1997.
- The Contractor must consider the most appropriate method of dealing with Lone Working, Climatic extremes and specific issues such as Weils disease or working close to polluted water.

4.1.5 Continuing Liaison.

Procedures for dealing with any unforeseen events during the course of the works, which might affect the manner in which the works are safely undertaken, are as follows:

- As soon as the unforeseen event arises, the Council's Drainage Manager is to be informed by the Contractor.
- The Health and Safety issues arising are to be documented and supplied as soon as possible after the event.
- Proposed changes or new systems of work must be submitted to the Council for approval before works are put in place to deal with the unforeseen event.

4.2 Health and Safety Plan – Part B (to be developed by the Tenderers).

The purpose of this section is to ensure that potential contractors have a satisfactory Health and Safety policy and attitude, are competent and have adequate resources and that hazards associated with the contract have been given due consideration during the Tender stage.

All Tenderers must develop the Part A Plan above and return with the tender. It shall include the following:

- Contractors' Health and Safety Policy and how it is reviewed.
- Arrangements to manage Health and Safety at Head Office and on site.
- The procedures to be used for developing and implementing the Health and Safety Plan Part A.

- The systems in place to deal with the hazards identified in Part A above.
- How will compliance with Health and Safety legislation be monitored?
- How will Health and Safety advice be provided to people working on the contract?
- How much time has been allowed to complete the various stages of the work in order to avoid risks to Health and Safety?
- How many people will be involved in the contract and when? What are their skills and qualifications – including sub-contractors?
- What working hours are proposed?

4.3 Health and Safety Plan - Part C (to be developed by the successful Contractor).

The purpose of this section is to confirm that the successful contractor (following award of the contract) will be responsible for the development of the Health and Safety Plan during the course of the works.

The appointed contractor shall ensure that all hazards identified are minimised and a safe method of carrying out each operation is agreed.

Before site operations commence, safety method statements shall be submitted for approval and these shall identify activities that are known to be hazardous – e.g. flail mowing works, working in the vicinity of overhead power lines, working close to deep water, working on the public highway, manual handling works and other activities that are unfamiliar or unusual. The method statements should include all the hazards identified in the Part A Plan above.

The Statements shall contain the following:

- A risk assessment for each hazard
- Details of plant and equipment to be used
- Risks to the public
- Site access and working space
- Control and disposal of waste
- Emergency procedures
- Welfare
- Information and training for people on site
- Site rules
- Arrangements for monitoring Health and Safety

5.0 Environmental Issues.

5.1 General.

The Contractor shall take all reasonable precautions to ensure that work carried out in or around any watercourse or other wildlife habitat is undertaken in an environmentally sensitive manner so as to avoid any damage to fauna and flora, either directly or indirectly.

The Contractor is advised that work to maintain streams and ditches, including weed / grass cutting, bush / tree clearance and de-silting, for any reach or part of a reach may require operations to be carried out in a specific manner in order to comply with conservation requirements. All rates quoted in the Bill of Quantities shall take account of these requirements and no additional claims for payment of any extras as a result variation in work method shall be entertained.

The Contractor shall work between trees and shrubs so as to minimise the amount of disturbance. No trees, shrubs and hedges are to be removed unless specified by the Council's Drainage Manager.

Where (previously unknown) nesting birds, water voles, crayfish, roosting bats or breeding fish are discovered, work in the area must cease immediately and the Drainage Manager must be informed. Work shall not recommence until finds have been evaluated in conjunction with the Council's Ecology Officer and suitable advice given.

5.2 Observations on site

It is a general duty of the Contractor that he must notify the Council on observing any of the following incidents as soon as reasonably practicable.

- Any suspected pollution incident.
- Any bank or structure in serious danger of collapse.
- Any new constructional activities.
- Any farm animal carcass within the channel.
- Any blockage or potential blockage to the watercourse.

Any new fencing, planting or other obstructions within the 5-metre byelaw maintenance strip

5.3 Prevention of Pollution.

The attention of the Contractor is drawn to the Water Resources Act 1991 and, in particular, to Section 85. The Contractor shall take all reasonable precautions to ensure that no polluting discharge, either of solid or liquid matter, either directly or indirectly, is made to any watercourse.

Work carried out on any watercourse must be undertaken in such a manner as to ensure that pollution does not occur.

If the Contractor is unsure as to possible pollution implications he should consult the Drainage Manager

5.3.1 Refuelling of Plant and Machinery.

The Council encourages and supports the use of biodegradable oils and lubricants for all plant, equipment and hand operated tools.

All deliveries of oils and refuelling of machinery must be supervised by a responsible person, and suitable records maintained.

The refuelling of machines shall be strictly controlled and must be confined to designated locations **remote from any watercourse or drain**. Mobile fuel and lubricant servicing units must be fitted with appropriate quality delivery hoses to BS EN 1360:1997. Trigger type delivery nozzles must be fitted. Mobile fuel and servicing units must not be left unattended on site. These must be removed from site and locked in a secure compound when not in use.

Transporting of extra supplies of fuel on or inside items of plant not designed to do so will not be permitted.

Maintenance or repair work that could result in loss of lubricant or fuel must not take place in, or directly adjacent to a watercourse.

5.3.2 Storage of Fuel Oils and Lubricants.

The storage of fuels, oils and lubricants, of quantities in excess of 200 litres (45 gallons) on site, will require the specific written consent of the Drainage Manager so as to ensure adequate control measures are in place.

Fuels, oils and lubricants should not be left unattended on site. If this is not reasonably practicable they must be sufficiently secured to ensure they are not discharged by third party intervention.

5.3.3 Containment of Spillage.

The Contractor must notify the Council immediately of any spillage on site, which shall be contained and disposed of immediately. An adequate supply of oil absorbent materials must be held on site at all times.

Contaminated materials must be disposed of in a responsible manner to a licensed waste disposal site. Contaminated soil must be replaced with fresh soil at no cost to the Council.

5.3.4 Works within watercourses.

Any plant entering a watercourse shall be kept to a minimum and must be free from oil, hydraulic fluid and faulty fuel lines.

5.3.5 Timber Treatment.

No on-site treatment of timber is to be undertaken, in order to prevent pollution of the water environment. Detailed written instructions will be issued by the Drainage Manager, on a site-specific basis, for any works involving treated timber.

5.4.1 Conservation and Biodiversity.

The Council has legal obligations regarding conservation. Effective management of the Awarded Watercourses service must go hand-in-hand with environmental duties.

The award drains require maintenance not only to prevent flooding but also to encourage nature conservation and maintain biodiversity. The vegetation in and alongside the awards presents both advantages and disadvantages. Bank-side vegetation prevents erosion and stabilises the surrounding soil. Neglect encourages unwanted growth, such as docks, thistles and brambles whilst mowing encourages a healthy root system, which protects and stabilises the banks. Aquatic plants assist in oxygenation and channel stabilisation but excessive vegetation holds up the flow of water, encourages siltation and if left unchecked may cause flooding. The siltation brought about by aquatic weed growth may in turn bring about the destruction of habitat if left unmanaged. The maintenance programme must therefore strike a balance between land drainage and the needs of the wildlife habitat. The Council welcomes suggestions to improve working practises in order to achieve the correct balance between land drainage and nature conservation.

5.4.1 Consultations and Consent to Undertake Works

A number of Award drains pass through or alongside legally protected Sites of Special Scientific Interest (SSSI). Any works to these drains that might impact on the SSSI must first obtain the prior approval (assent) of Natural England. These works shall only be undertaken following discussions and agreement of the Drainage Manager. A list of the relevant sites and the associated watercourses is as follows:

Dernford Fen (Drawing No. 17) – Award No 963D – works only as instructed.

Eversden Wood (Drawing No's 14 And 15) – Award No's 840c And 880c – Substantial De-Silting Or Digging Works Only Following Agreement With Drainage Manager.

Fowlmere Watercress Beds (Drawing No. 21) – Award No 684d – Works Only As Instructed.

Fulbourn Fen (Drawing No. 13) – Award 655d Through Site – Hand Works Only. 655a – Any Substantial Digging Or De-Silting Works Only Following Agreement With Drainage Manager.

Great Wilbraham Common (Drawing No. 13) – Award No's 654d And 811d – Works Only As Instructed. Award No's 921a, 702a And 700b – Substantial De-Silting Or Digging Works Only As Instructed By Drainage Manager.

Sawston Hall Meadows (Drawing No. 22) – Award No 678a – Any Substantial Digging Or De-Silting Works Only Following Agreement Of Drainage Manager.

Shepreth L-Moor (Drawing No. 20) – Award No. 685a – Digging And De-Silting Works Only Following Agreement Of Drainage Manager).

Thriplow Meadows (Drawing No. 21) – Award No. 917d – Works Only As Instructed.

Thriplow Peat Holes (Drawing No's 21 And 22) – Award No's 919c And 920c –Digging Or De-Silting Works Only Following Agreement Of Drainage Manager.

Whittlesford to Thriplow Hummocky Fields (Drawing No's 21 And 22) Award No. 919c – Digging Or De-Silting Works Only Following Agreement Of The Drainage Manager.

Wilbraham Fens (Drawing No. 11) Award No's 701d, 812d And 813d – Works Only As Instructed.

5.4.2 Environmental Maintenance Standards

- i) Not all Awards will be maintained to the same standard throughout the district. Drains will be cleaned on a rotation of between one and three years or more, thus allowing different habitats to develop. As only single stretches of drain are cleansed, any unavoidable damage should quickly recover due to the influence of the unmaintained tributaries within the catchment.
- ii) A clear distinction is drawn here between the watercourses in the northern part of the District and those to the south and west. Many of the northern parishes are in low-lying areas and some are effectively within the Fens. These parishes are highly sensitive to flooding during periods of heavy rainfall but the watercourses may virtually dry up in a drought period. The fast flowing, spring fed streams of the chalk areas to the south require a different form of maintenance. Many of these contain sections that are self-cleansing with areas of habitat that support rich and diverse wildlife. The maintenance work will, therefore, be tailored to suit the circumstances and location of the individual award, but the general maintenance principals outlined below shall be followed.
- iii) Flail mowing – The Contractor is expected to use a number of tractor-mounted flails to control bank-side and bed vegetation. Under normal circumstances works will not occur between mid-March and mid-July to avoid nesting birds and other wildlife.
- iv) De-silting and re-grading works – Channels will normally be de-silted only when a minimum of approximately 300mm of silt/mud has built up. Rates of build-up will vary depending on local characteristics but the total amount of de-silting is very unlikely to exceed about 7 to 10 miles in a given year. This work will be undertaken using 360° hydraulic excavators as follows:
 - a. The minimum of channel de-silting will be undertaken in order to promote good aquatic communities. If de-silting is required, along very wide drains, only the centre section of drain will be cleaned leaving the two margins untouched. This is seen as beneficial in land drainage terms as it allows continuous unimpeded central flow and will assist conservation by the creation of pools and shallows at the water's edge.
 - b. On drains less than 2m wide it may be possible to remove silt from alternate sides to develop sinuosity within the channel. This assumes that an interruption to the flow does not occur and the required new bed level is achieved.
 - c. On very narrow drains, it will be necessary to remove silt over the whole width of the watercourse.

No excavations shall be deeper than the original hard bed of the Watercourse and sections of established natural gravel beds shall be preserved wherever possible. This type of work will normally not occur between mid-March and mid-July.

- v) Spreading of spoil – The normal method of disposing of excavated spoil is to spread on adjacent land with the agreement of the landowner/tenant. Spoil is usually worked into the adjacent land and farmers are encouraged to control any subsequent weed or thistle growth using appropriate mechanical methods. Great care must be taken to spread spoil on the most appropriate side of the Awards with a particular emphasis on avoiding areas that are rich in flora. In exceptional cases, spoil will be removed from site to an appropriate tipping location where this is deemed necessary.
- vi) Emergent and submerged weeds – Weeding works are normally undertaken by mechanical means or, where access proves difficult, using manual methods. Weed removal works shall not normally be carried out during mid-March to mid-July to avoid the nesting and spawning period. However, in exceptional circumstances, or where residential property is threatened, weeding works may be required at any time of the year to alleviate local problems. In general, weed cutting shall be carried out as follows:
 - a. Larger Watercourses – weeds shall be removed from the centre section of the Watercourse only, leaving the margins untouched to encourage re-colonisation.
 - b. Smaller Watercourses (less than 2m wide) – weeds will be removed from only one side of the Watercourse where this proves practicable and this shall occur on a rotation (alternate sides) of between one and five years.
 - c. On flood sensitive sections of drains, it will be necessary to remove all aquatic weeds from the Award in order to avoid flooding.
- vii) Disposal by burning shall not be allowed in normal circumstances.
- viii) Herbicide use is prohibited..
- ix) Natural features along the Watercourse – Where natural features are encountered every effort must be made to conserve these in their original state. Dynamic features, such as pools or riffles are valuable conservation aspects of gravel bedded channels, which change in form in response to flood events. Riffle sections are especially important as spawning areas for fish. Other dynamic features include rock shoals and islands and these also change in response to flooding incidents. These structures add interest and diversity to a watercourse and must be preserved wherever possible.
- x) Water Vole conservation – Awards known to contain water vole populations have been given special consideration in recent years. This practice will continue with these Awards and any others where water voles are identified in the future. The general management procedure will be as follows:
 - a. All heavy cuttings or dredgings shall be removed from the immediate site area to prevent enrichment and “killing off” of vegetation on the bank.
 - b. Bank vegetation shall be cut on a rotational basis (alternate banks) i.e. only one bank cut at each visit.
 - c. A toe fringe 300mm – 600mm wide shall be left uncut in the immediate area of identified populations.

Crayfish conservation - The River Rhee and its tributaries contained important populations of the native White-clawed Crayfish until 2002. The spread of the non-native American Signal crayfish has led to the demise of the native species. However, small populations of the native crayfish may still be present. All crayfish sightings should be reported to the Drainage Manager.

5.5 Existing Structures.

5.5.1 Adjacent Properties.

The Contractor's methods of working shall be such as to maintain the integrity of existing buildings, walls, etc. adjacent to the working areas and to protect adjoining crops, trees, gardens, fences, fisheries, amenities, footpaths etc.

5.6 Flood Defences and River Flows.

The Contractor's operations shall not reduce the effectiveness of existing flood defences. If flood defences are required to be altered, the Contractor shall obtain the Drainage Manager's written approval.

The Contractor shall ensure that the channel is kept clear of debris and river deposits arising from any work he undertakes throughout the period of the Contract. He must further ensure that no debris from the works is permitted to be washed downstream beyond the works which may cause obstruction to the flow at any location.

If in the opinion of the Drainage Manager, the method of working adopted by the Contractor in any way threatens the integrity of a flood defence the Contractor shall make good any damage caused and submit proposals for a revised method of working. The costs of making good any damage and revisions to the method of working, including any delays, shall be borne solely by the Contractor.

5.7 Disposal of Materials.

If so specified, material to be removed from site shall be removed and disposed of in accordance with the Environmental Protection Act 1990. In normal circumstances, this will relate to hand-works and is covered under items in the disposal section of the Bill of Quantities. Such material may only be allowed to accumulate on site for the purposes of collection and drying and must be removed from site as soon as practicable. It should be noted that off-site disposal of material is rarely required and would be paid for separately under specific instruction.

Material may only be transported by a registered carrier to an appropriately registered waste site, with a transfer/disposal note provided.

The Contractor is reminded that he must comply with all relevant legislation.

Any damage whatsoever arising out of or in the course of or caused by the carrying out of the Works by the Contractor or his Sub contractor shall be reported to the Drainage Manager and made good as soon as reasonably practicable at the Contractor's expense. This will also apply to the existing environment and to wildlife habitat. The Tenderers attention is drawn to Section 2.9 – Claims for Damages.

5.8 Working Direction.

Unless otherwise stated works are to be carried out starting at the furthest downstream point.

5.9 Work Method Details.

In order to keep disruption to a minimum when undertaking operations within the watercourse, the Contractor must plan on the presumption that he will be limited to operating from one bank, even though viable access may be available from both banks.

5.10 Method Statement.

For every discrete task in the programme, the Contractor is to submit a Method Statement for the Drainage Manager's approval, covering proposed access (including temporary roads), site boundaries, labour, materials (including samples, grading test, and source), plant, temporary works, method to undertake work, disposal of materials, conservation, fisheries, and pollution issues. The

Contractor shall not depart from the method submitted, except to overcome an emergency or for reasons relating to the safety of the Works.

6.0 TUPE

- 6.1 The Council considers that TUPE will apply in respect of the three employees currently engaged in the provision of the service. The three members of staff undertake flail mowing duties and the necessary handworks. The position of Hydraulic Excavator driver is currently vacant. Tenderers must submit the priced document on the basis that the three staff involved will transfer from the Council under the terms of the TUPE regulations. See Cabiner Office guidance – ‘Code of Practice on Workforce Matters in Public Sector Service Contracts’. See also ‘Local Government Employers’ E- Guide No. 5 – A Guide to the 2006 changes to the Law on TUPE’.
- 6.2 Tenderers shall seek independent professional advice on the effect of TUPE (including any subsequent amendments of TUPE) on their tenders and on the contract. The Council gives no assurances, warranties or assumptions as to the effect of TUPE on the contract or otherwise.
- 6.3 The successful tenderer will be deemed to have satisfied itself as to the applicability of TUPE and shall indemnify the Council for any claims made by an aggrieved employee in connection with TUPE or otherwise and shall not itself bring proceedings against the Council in connection with TUPE.
- 6.4 Tenderers are advised that their tenders should take into account all costs relating to TUPE including Pension provision under TUPE or pensions legislation.
- 6.5 The service is currently provided by the Council’s in-house team and Tenderers should note that the in-house team will also tender for the works.
- 6.6 The Contractor will be expected to comply with the employee consultation requirements in the TUPE regulations.
- 6.7 Any meetings with Council employees during the tender period must be arranged through the Council. Tenderers must not approach such employees or their representatives directly.
- 6.8 Tenderers should apply to Susan Gardner Craig, Head of the Council’s HR section, for the relevant information about employees who will be affected by TUPE. The application should be made on a copy of the enclosed TUPE Confidentiality Undertaking form below in Section B.



Part B – Tenderers Response – Tender Document

Tenderors are asked to make the response to the Council's requirements by completing the following Section 6.9 to 13 and returning it by post on **15 May 2009** no later than **12 noon**.

General Instructions

Please make sure you respond to the requirements, questionnaire and pricing schedule and return 3 printed copies to the Council by the 15 May 2009 12 noon.

This response does have to be sent via post. As this is the final tender process the details **CANNOT** be received by either fax or e-mail.

Please make sure the answers do not refer to generic information from brochures or sales material, as this will delay the assessment of your responses. Please try to answer each of the questions clearly and precisely.

Additional materials, diagrams or information along with examples can and should be used provided it is relevant and that it underwrites or provides evidence of where you have achieved this.

6.9 TUPE Response.

TUPE CONFIDENTIALITY UNDERTAKING

BY:

.....
.....
.....
.....

TO:

Susan Gardner Craig
South Cambridgeshire District Council
Cambourne Business Park
Cambourne
CB23 6EA

("the Tenderer")

("the Council")

This is the Confidentiality Undertaking in connection with the South Cambridgeshire District Council proposed transfer of the

In consideration of the Council supplying to the Tenderer information concerning the existing workforce of the Existing Service Provider and which is set out in the Schedule below ("the Information"), the Tenderer hereby undertakes to the Council as follows:

- a) That it will keep all the Information secure and confidential and will not without the prior consent of the Council disclose or reveal the Information or any part thereof to any person other than those officers, employees or advisers of the Tenderer to whom it is necessary to reveal the Information for the purpose specified in paragraph (b) below.
- b) That it will not use the Information for any purpose other than that of preparing a tender by the Tenderer for the Contract.
- c) That it will not copy, reproduce or share the Information or any part thereof except as may be reasonably necessary for the purpose specified in paragraph (b) above.
- d) That it will ensure that the Information will at all times be in its possession or under its control and will return the Information and all copies of it to the Council forthwith in the event that it does not tender for the Contract or within 14 days written request from the Council.
- e) That it will procure that any of the persons specified in (a) above to whom any of the Information is disclosed shall act in relation thereto in all respects as if such person himself had given an undertaking under the terms contained in this document.

SCHEDULE

a) Principal Terms and Conditions of Employment

- Probationary period – if any
- Retirement age
- Pension arrangements
- Periods of notice
- Current pay arrangements
- Any agreed pay settlements yet to come into effect
- Working hours
- Annual leave entitlements
- Sick leave arrangements
- Maternity/paternity leave arrangements
- Special leave arrangements
- Terms and conditions of transfers
- Season ticket loan – if provided
- Car leasing scheme – if provided

b) Base Data of Staff who would transfer:

Numbers of staff who would transfer and, in respect of each person who would transfer, their:

- Age
- Sex
- Salary rates and number of staff on each rate
- Reckonable service
- Input hours
- Regular overtime and wage rates
- Other factors affecting redundancy entitlement
- Any outstanding industrial injury, or other claims

c) Other, General Information:

- Any relevant collective agreement
- Sporting, social, welfare or other facilities provided which may be asserted employment benefits to staff
- Facility time and facilities provided for trade union officials and Health and Safety representatives

Signed on behalf of the Tenderer

Name:

Designation:

Date:

7.0 Schedules

7.1 Contractor's Plant Schedule

The Contractor shall enter below the plant, which he considers he will be using on the Works, together with the unit and the rates for each item.

The rates to be inclusive of charges for the plant, including operator/driver, fuel, re-fuelling and consumables.

Plant Item	Description	Unit	Rate (£)
A			
B			
C			
D			
E			
F			
G			
H			
I			
J			
K			
L			
M			
N			
O			
P			
Q			
R			

8.0 Bill of Quantities.

Preamble to the Bill of Quantities

8.1 General.

8.1.1 In this Bill of Quantities the sub-headings and item descriptions identify the work covered, but the nature and extent of the work to be performed is to be ascertained by reference to the Drawings, Specification and Conditions of Contract.

- 8.1.2 The rates and prices entered in the Bill of Quantities shall be deemed to be the full inclusive value of the of the work covered by the various items including the following unless expressly stated otherwise:
- a. Labour and all costs in connection therewith and in particular the conditions imposed by the TUPE legislation.
 - b. The supply of any materials, goods, storage and all costs in connection therewith including waste and delivery to site.
 - c. Plant and equipment and all costs in connection therewith.
 - d. Fixing, Placing, erecting and installing of materials or goods in position.
 - e. All temporary works.
 - f. The impact of any phasing of the works due to the presence of statutory undertakers plant.
 - g. Establishment charges, overheads and profit.
 - h. Complying with current Health and Safety legislation.
- 8.1.3 A price or rate is to be entered against each item in the Bill of Quantities, whether quantities are stated or not. Items against which no price is entered shall be considered as covered by other prices or rates in the Bill.
- 8.1.4 All works to be done as specified in the contract documents shall be valued for payment by reference only to such items as are provided in the Bill of Quantities. The cost of any works, goods or services and general obligations of the Contractor that are not so itemised shall be deemed to be included in the rates and prices for other items in the Bill of Quantities.
- 8.1.5 General directions and descriptions of work and materials given in the Specification are not necessarily repeated in the Bill of Quantities. Reference is to be made to the Specification for this information.
- 8.1.6 The Tenderer shall make allowance in the rates quoted for compliance with the requirements of the Health and Safety section of the contract documents. Alternatively, Tenderers may insert a price for these provisions within the Method Related Charges section of the Bill of Quantities.
- 8.1.7 Provisional items and sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Council's Drainage Manager (see section 2.9 above).
- 8.1.8 It is most important that Tenderers are aware of the significance, in cost terms, of contacting the local landowners/tenants along the award drains and obtaining agreement to undertake the works. Additionally, the physical difficulties associated with access to a small number of watercourses will have cost/time implications. These costs are likely to be higher in the early years of the contract before a familiarity is developed with both the physical environment and the local landowners/tenants. It is expected that many farmers and landowners will be in a position to provide gate keys and agree means of access for a period of a number of years. Tenderers must ensure that all overheads, travel time, transport costs and any other charges are included within the Billed rates.
- 8.1.9 The quantities shown in the Bill are the maximum annual quantities of each element of the works that are expected to take place during each season of the contract.
- 8.1.10 Adjustment Item: The Tenderer is given the opportunity to insert an Adjustment Item in the Grand Summary. This will be paid or deducted in full on the payment of the Final Account for each year of

the contract. No addition to or reduction in the Adjustment Item shall be made as a result of any changes in quantities or value of items or for any other reason.

8.1.11 Prices or rates quoted for any works alongside the Public Highway must include for the cost of appropriate signs, traffic cones required under the Traffic Management Regulations.

8.1.12 Tenderers MUST make clear in their submissions whether they wish to bid for ALL of the works, PART or COMBINATIONS of the works outlined in the Bill.

8.2 Work Items.

8.2.1 Class G – General Items.

(a) Tenderers will have the option of using the Method Related section of the Bill of Quantities to enter all fixed and time related charges and overheads associated with carrying out the works OR may choose to cover these costs in the rates quoted for the individual items of work outlined in subsequent sections of the Bill. Items that may be claimed within the Method Related section include the costs associated with the following:

Contractor's Stores – establishment, maintenance and removal

Toilets, Messrooms etc – Establishment, maintenance and removal

Provision of Water, Security (Compound) services etc.

Personnel transport

Plant transport

Supervision Costs

Any other costs the tenderer deems necessary

(b) Tenderers will be required to provide a Performance Bond under the terms of the Council's Contract Regulations. The Bond must cover the whole of the works to the value of 10% of the Grand Total in the Bill.

8.2.2 Class F – Flail Mowing.

- a. Mowing works are described in the Bill in the increments shown. Tenderers should note that some long reach conventional Flails may not reach over the long distances described and special plant or attachments may be required at a small number of locations (along some sections in Swavesey, Fen Drayton, Longstanton, Teversham and Fulbourn).
- b. Where short sections of ditch are inaccessible due to culverts, Statutory Undertakers' Plant, Grilles, services, Trees, Shrubs or any other obstructions, the Contractor will be expected to maintain these sections to the same standard as those maintained by mechanical means.
- c. Any items of debris along the award drains that cause damage to the Contractors Plant or equipment shall not be the responsibility of the Council and the cost of repairs or replacement must be borne by the Contractor and reflected in the Billed rates.
- d. The rates per metre quoted in the Bill must reflect the cost for works to both banks of the watercourse, where these are accessible.

- e. A relatively small number of award drains are located alongside the public highway. The cost of all signs required (other than for traffic lights) under the Traffic Management Regulations (see above) must be included in the billed rates for mowing.
- f. It will be necessary in some locations to flail back overhanging hedges to the point that allows access with the mower to undertake the works in a manner that avoids damage to hydraulic hoses and other parts of the mower head. No claim for costs shall be allowed for this work and the Contractor must allow for any additional costs in the Billed rates.

8.2.3 Class W – Vegetation/Weed Removal.

- a) The price entered here should reflect the total costs of undertaking the works as described in clause 3.4.1 per metre length of watercourse.
- b) Tenderers should note that the works are widely dispersed and are likely to occur within the following parishes: Fen Drayton, Swavesey, Longstanton, Hauxton/Harston, The Shelfords, Meldreth, Shepreth, Melbourn, Teversham, Fulbourn and the Milton/Histon areas. Other areas for works will be identified as appropriate. The cost of travel to and from site, delivery/collection costs, overnight storage charges and any other costs associated with this element of the works must be reflected in the quoted rates.

8.2.4 Class D – De-silting Works

- a. These works shall only be carried out following agreement with the local landowner/farmer as described in clause 3.4.3 and the price entered shall be per metre length of watercourse.
- b. As (b) in 8.2.3 above.

8.2.5 Class M – Manual Works.

- a. The manual cleaning works are quite variable in nature and range from working in dry shallow ditches to carrying out work while standing in deep water and silts that can make movement difficult and cumbersome. It is strongly recommended that all Tenderers visit as many of these locations as possible prior to pricing the works in order to gain an understanding of the extent of the works.
- b. It will be necessary to undertake the works at many locations using power tools and in some instances to remove heavy items including tree branches/boughs from the watercourse.
- c. In certain locations it will be necessary to remove vegetation from site, as a suitable location for spreading may not be available. Where items are removed from site, payment will only be made following presentation of weighbridge certificates accompanying the claim for payment and an accurate description of the location of the watercourse where the works took place.
- d. The rate quoted to cut back vegetation shall include for both bed and banks of the watercourse in all types of watercourse.

8.2.6 Class P – Timber Piling and Toe-boarding.

- a. The rate quoted for both piling and toe-boarding and for timber staking should be the inclusive cost of installing the timber piles/toe-boards/stakes. These costs must include for materials, all plant and equipment, cost of banks-men and any other costs associated with the works.
- b. The rate should not include travel to site costs and other charges associated with the site location and access costs. These will be negotiated separately with the Drainage Manager as work arises.

8.2.7 Class C – Culvert Cleaning.

- a. The rates quoted shall be the total cost of using drain rods and undertaking other works to remove silt/mud or any other debris from the culvert to allow for the free flow of water.

8.2.8 Class T – Tree Works.

- (a) The rates quoted in the Bill shall include for all costs associated with undertaking the element of the works described. These rates shall apply to the removal of trees at any location on the award drains as shown on the drawings.
- (b) The tree diameters specified shall be measured at a distance of 1.5 metres above ground level.

8.2.9 Class E – Emergency Call Out

- a. The rates for this element of the works shall reflect the cost of all payments for out of hours services to be provided including standby payments, overtime, meal and any other allowances that may be required.

8.2.10 Class X – Dayworks

- a. The costs associated with the use of all labour and plant described, including overheads and profit should be reflected in the Billed rates for these items.

8.2.11 Class Y – Bid for Plant and Equipment

The total value of the Council's Plant and equipment as outlined at 2.14 above should be estimated and one fifth of the Tenderers estimated worth/value should be entered at this location.

AWARDED WATERCOURSES

Number	Item Description	Unit	Quantity	Rate	Amount	
					£	p
	General Items					
	Contractual Requirements					
G1		Sum				
G2	Insurance of the Works	Sum				
	Third Party Insurance					
G3		Sum				
	Performance Bond					
	Temporary Works					
G4		Sum				
	Establish and remove Traffic Lights and associated traffic signs. (PROVISIONAL)					
G5		Day				
	Maintain and operate traffic lights and associated traffic signs. (PROVISIONAL)					
	Method Related Charges					
G6						
	This section is provided so the tenderer may define those items and charges considered appropriate to cover those unexpected costs that are not proportional to the quantities of the routine works. Tenderers are at liberty to enter as many or as few charges as they think appropriate					
	Tenderers should list the relevant items and state whether these are fixed or time related					
	1.1					
				Page Total		

AWARDED WATERCOURSES

Number	Item Description	Unit	Quantity	Rate	Amount	
					£	p
	<u>General items (continued)</u>					
	Provisional Sums					
	Dayworks					
G7		Sum			2000	00
G8	Labour	Sum			2000	00
G9	Plant and Equipment	Sum			1000	00
G10	Materials	Sum			1000	00
	Supplementary Charges					
	1.2			Page Total	6000	00

AWARDED WATERCOURSES

AWARDED WATERCOURSES

<u>Number</u>	Item Description	Unit	Quantity	Rate	Amount	
					£	p
	Mechanised De-silting and Vegetation/Weed Removal					
W1	Vegetation/Weed Cutting using weeding basket to trim back vegetation as specification	M	30,000			
D1	De-silting using large Hydraulic excavator – Slope length of bank n/e 7.5 metres	M	7,000			
D2	De-silting using small Hydraulic excavator (midi Digger) to shallow ditches and where access is limited.	M	4000			
	1.4			Page Total		

AWARDED WATERCOURSES

<u>Number</u>	Item Description	Unit	Quantity	Rate	Amount	
					£	p
	Manual Works					
	Hand-works to ditches					
M1	Undertake manual works to remove vegetation as described in the specification	M	16,000			
M2	De-silting works by hand, as specification, to watercourse; up to 300mm depth of silt and up to 1.0 metre wide (Provisional)	M	250			
M3	Ditto but 2.0 metres wide (Provisional)	M	100			
	Gratings, Trash Screens and Culverts Clause 3.4.6					
M4	Clean and remove debris from high priority locations (Provisional)	Sum	3			
M5	Clean and remove debris from high and medium priority locations (Provisional)	Sum	10			
M6	Clean and remove debris from high, medium and low priority locations (Provisional)	Sum	2			
M7	Load debris and remove to contractor's off-site tip (Provisional)	tonne	25			
	1.5			Page Total		

AWARDED WATERCOURSES

<u>Number</u>	Item Description	Unit	Quantity	Rate	Amount	
					£	p
	Timber Piling and Staking					
P1	Timber piling 1.8m long and 150mm diameter and associated toe boarding as specification to one side of watercourse. (Provisional)	M	250			
P2	Timber Staking as specification including backing piles and wiring. (Provisional)	M	250			
	Class C – Culvert Cleaning					
C1	Cleaning works to culvert up to 15 metres in length - up to 300mm diameter. (Provisional)	Nr.	10			
C2	Ditto but size from 300mm to 600mm. (Provisional)	Nr.	10			
C3	Ditto but size from 600mm to 900mm. (Provisional)	Nr.	10			
	1.6			Page Total		

AWARDED WATERCOURSES

Number	Item Description	Unit	Quantity	Rate	Amount	
					£	p
	Tree Works					
T1	Cut up and remove from watercourse, fallen tree 5m high and up to 500mm diameter. (Provisional)	Nr.	10			
T2	Ditto but 5 to 7 metres high, up to 700mm diameter (Provisional)	Nr.	2			
T3	Ditto but 7 to 10 metres high, up to 950mm diameter (Provisional)	Nr.	2			
T4	Load onto vehicle/trailer and dispose tree to contractor's off-site licensed tip (Provisional)	tonne	5			
	Page 1.7			Page Total		

AWARDED WATERCOURSES

<u>Number</u>	Item Description	Unit	Quantity	Rate	Amount	
					£	p
Emergency and Out of Hours Call-out						
E1	Monday to Friday 18.00 to 22.00 hours	Nr.	1			
E2	Monday to Friday 22.00 to 08.00 hours	Nr.	1			
E3	Saturday 08.00 to 18.00 hours	Nr.	1			
E4	Saturday/Sunday 18.00 to 08.00 hours	Nr.	1			
E5	Sunday/Bank Holidays 08.00 to 18.00 hours	Nr.	1			
E6	Sunday/Bank Holidays 18.00 to 08.00 hours	Nr.	1			
1.8				Page Total		

AWARDED WATERCOURSES

Number	Item Description	Unit	Quantity	Rate	Amount	
					£	p
Dayworks Schedule						
X1	Foreman/Supervisor	Hr	10			
X2	Driver/Machine Operator	Hr	10			
X3	Watercourse Operative	Hr	50			
X4	5 tonne Midi Digger or equivalent	Hr	10			
X5	360 degree Large Hydraulic excavator reach less than 10 metres	Hr	10			
X6	10 m3 Dump-truck	Hr	10			
X7	7.5 Tonne tipper truck	Hr	10			
X8	Labour – Two operatives plus vehicle and trailer (All above items Provisional)	Hr	50			
X8	Materials – Please install the percentage to be added to the invoiced cost of materials to cover all overheads and profit. This percentage should be installed in the rate column. * A nominal sum of £2000 for materials should be used and multiplied by the percentage to obtain the appropriate figure for the Amount column.			*		
	1.9				Page Total	

<u>Number</u>	Item Description	Unit	Quantity	Rate	Amount	
					£	p
Y1	<p style="text-align: center;">Bid for Plant and Equipment</p> <p>Bid for Plant and Equipment as outlined in Section 2.14. Enter one fifth of your total estimated value of the plant described</p>	Sum	-	-		
	1.10			Page Total		

AWARDED WATERCOURSES

Bill of Quantities - Summary

		<u>Page Total</u>	<u>Class Total</u>
Class G:	General Items		
	Page 1.1	
	Page 1.2	_____
	Class Total		
Class F:	Flail Mowing		
	Page 1.3	_____
	Class Total		
Class W and D	Mechanised De-silting and Weed Removal		
	Page 1.4	_____
	Class Total		
Class M:	Manual Works		
	Page 1.5	_____
	Class Total		
Class P and C:	Piling and Culvert Cleaning		
	Page 1.6	_____
	Class Total		
Class T:	Tree Works		
	Page 1.7	_____
	Class Total		
Class E:	Emergency and Out of Hours		
	Page 1.8	_____
	Class Total		
Class X:	Dayworks		

..... _____

Class Total

Carried Forward to Grand Summary

AWARDED WATERCOURSES

Bill of Quantities

(i) Grand Summary

CLASS	ITEM	COST (£)
G	General Items	
F	Flail Mowing	
W and D	Mechanised De-silting and Vegetation /Weed Removal	
M	Manual Works	
P and C	Piling and Culvert Cleaning	
T	Tree Works	
E	Emergency and Out of Hours Call-out	
X	Dayworks Schedule	
	Items Total	
	General Contingency Allowance	20,000.00
	Sub-Total	
	Less annual amount for Plant Bid (Class Y)	
	Adjustment Item	
	GRAND TOTAL	£

9.0 Method Statements

Please provide a written statement and do not exceed **3000 words** for each response. A clearly written/typed document that is attached is acceptable providing you have indicated beside each question do not exceed **3000 words**.

Item	Written statements are required
9.1	Please write a method statement of how you will carry out the Flail Mowing works as described in the specification.
Tenderors response	<p>Key points</p> <p>Knowledge and Experience – Clearly demonstrate how you will use your experience on similar contracts to carry out the works in the specification.</p> <p>Supervision of Staff and Works – How will your company supervise and manage, staff, the use of any contractors and works?</p> <p>Staffing Structure – How staff will be utilised throughout the year; number of employees; how staff will be informed following request for routine works; emergency and out of hours proposals; CV's for key staff members such as Contracts Manager and Health and Safety Officer.</p> <p>New vehicles or Staff – Will new plant/equipment/vehicles be required how will this be achieved before start of contract.</p> <p>Personnel – What systems are in place for the assessment of current staff. How do you ensure their development to achieve service delivery; Are Vehicle licensing checks in place?</p> <p>Service availability and delivery – How will resources be allocated to provide the service (description); how will quality be monitored and is there a formal quality system in place; What type of supervision will be in place; Examples of other clients receiving similar service; how will breakdowns be dealt with?</p> <p>Response Times – How will you ensure response times in specification are met and what are the procedures; Geographical location of staff.</p> <p>Reporting and programming – Who will produce the annual programme required by the contract and the regular updates for meetings with the Client and how will this be done?</p> <p>Contract Management – This should include managing relationship with the Council and the Contract performance; What management structure will be used; What management resources will be used, what is their level of expertise and where will they be located? How will landowners be engaged?</p> <p>Business Continuity – What business continuity plan is in place and how can you demonstrate the contingencies you have in place to cover risks to your business and consequently the service to the Council?</p> <p>Continuous Improvement – How can you demonstrate continuous improvement to the service provided to the Council in terms of cost and quality?</p>

9.2	Please write a method statement of how you will carry out the Mechanised De-silting and Vegetation/Weed Removal as described in the specification.
Tenderers response	<p>Key points:</p> <p>Knowledge and Experience – Clearly demonstrate how you will use your experience on similar contracts to carry out the works in the specification.</p> <p>Supervision of Staff and Works – How will your company supervise and manage, staff, the use of any contractors and works?</p> <p>Staffing Structure – How staff will be utilised throughout the year; number of employees; how staff will be informed following request for routine works; emergency and out of hours proposals; CV's for key staff members such as Contracts Manager and Health and Safety Officer.</p> <p>New vehicles or Staff – Will new plant/equipment/vehicles be required how will this be achieved before start of contract.</p> <p>Personnel – What systems are in place for the assessment of current staff. How do you ensure their development to achieve service delivery; Are Vehicle licensing checks in place?</p> <p>Service availability and delivery – How will resources be allocated to provide the service (description); how will quality be monitored and is there a formal quality system in place; What type of supervision will be in place; Examples of other clients receiving similar service; how will breakdowns be dealt with?</p> <p>Response Times – How will you ensure response times in specification are met and what are the procedures; Geographical location of staff.</p> <p>Reporting and programming – Who will produce the annual programme required by the contract and the regular updates for meetings with the Client and how will this be done?</p> <p>Contract Management – This should include managing relationship with the Council and the Contract performance; What management structure will be used; What management resources will be used, what is their level of expertise and where will they be located? How will landowners be engaged?</p> <p>Business Continuity – What business continuity plan is in place and how can you demonstrate the contingencies you have in place to cover risks to your business and consequently the service to the Council?</p> <p>Continuous Improvement – How can you demonstrate continuous improvement to the service provided to the Council in terms of cost and quality?</p>

9.3	Please write a method statement of how you will carry out the Manual Works Hand-works to Ditches as described in the specification.
Tenderers Response	<p>Key points:</p> <p>Knowledge and Experience – Clearly demonstrate how you will use your experience on similar contracts to carry out the works in the specification.</p> <p>Supervision of Staff and Works – How will your company supervise and manage, staff, the use of any contractors and works?</p> <p>Staffing Structure – How staff will be utilised throughout the year; number of employees; how staff will be informed following request for routine works; emergency and out of hours proposals; CV's for key staff members such as Contracts Manager and Health and Safety Officer.</p> <p>New vehicles or Staff – Will new plant/equipment/vehicles be required how will this be achieved before start of contract.</p> <p>Personnel – What systems are in place for the assessment of current staff. How do you ensure their development to achieve service delivery; Are Vehicle licensing checks in place?</p> <p>Service availability and delivery – How will resources be allocated to provide the service (description); how will quality be monitored and is there a formal quality system in place; What type of supervision will be in place; Examples of other clients receiving similar service; how will breakdowns be dealt with?</p> <p>Response Times – How will you ensure response times in specification are met and what are the procedures; Geographical location of staff.</p> <p>Reporting and programming – Who will produce the annual programme required by the contract and the regular updates for meetings with the Client and how will this be done?</p> <p>Contract Management – This should include managing relationship with the Council and the Contract performance; What management structure will be used; What management resources will be used, what is their level of expertise and where will they be located? How will landowners be engaged?</p> <p>Business Continuity – What business continuity plan is in place and how can you demonstrate the contingencies you have in place to cover risks to your business and consequently the service to the Council?</p> <p>Continuous Improvement – How can you demonstrate continuous improvement to the service provided to the Council in terms of cost and quality?</p>

9.4	Please write a method statement of how you will carry out the Timber Piling and Staking as described in the specification.
	<p>Key points:</p> <p>Knowledge and Experience – Clearly demonstrate how you will use your experience on similar contracts to carry out the works in the specification.</p> <p>Supervision of Staff and Works – How will your company supervise and manage, staff, the use of any contractors and works?</p> <p>Staffing Structure – How staff will be utilised throughout the year; number of employees; how staff will be informed following request for routine works; emergency and out of hours proposals; CV's for key staff members such as Contracts Manager and Health and Safety Officer.</p> <p>New vehicles or Staff – Will new plant/equipment/vehicles be required how will this be achieved before start of contract.</p> <p>Personnel – What systems are in place for the assessment of current staff. How do you ensure their development to achieve service delivery; Are Vehicle licensing checks in place?</p> <p>Service availability and delivery – How will resources be allocated to provide the service (description); how will quality be monitored and is there a formal quality system in place; What type of supervision will be in place; Examples of other clients receiving similar service; how will breakdowns be dealt with?</p> <p>Response Times – How will you ensure response times in specification are met and what are the procedures; Geographical location of staff.</p> <p>Reporting and programming – Who will produce the annual programme required by the contract and the regular updates for meetings with the Client and how will this be done?</p> <p>Contract Management – This should include managing relationship with the Council and the Contract performance; What management structure will be used; What management resources will be used, what is their level of expertise and where will they be located? How will landowners be engaged?</p> <p>Business Continuity – What business continuity plan is in place and how can you demonstrate the contingencies you have in place to cover risks to your business and consequently the service to the Council?</p> <p>Continuous Improvement – How can you demonstrate continuous improvement to the service provided to the Council in terms of cost and quality?</p>

9.5	Please write a method statement of how you will carry out the Tree Works as described in the specification.
	<p>Key points:</p> <p>Knowledge and Experience – Clearly demonstrate how you will use your experience on similar contracts to carry out the works in the specification.</p> <p>Supervision of Staff and Works – How will your company supervise and manage, staff, the use of any contractors and works?</p> <p>Staffing Structure – How staff will be utilised throughout the year; number of employees; how staff will be informed following request for routine works; emergency and out of hours proposals; CV's for key staff members such as Contracts Manager and Health and Safety Officer.</p> <p>New vehicles or Staff – Will new plant/equipment/vehicles be required how will this be achieved before start of contract.</p> <p>Personnel – What systems are in place for the assessment of current staff. How do you ensure their development to achieve service delivery; Are Vehicle licensing checks in place?</p> <p>Service availability and delivery – How will resources be allocated to provide the service (description); how will quality be monitored and is there a formal quality system in place; What type of supervision will be in place; Examples of other clients receiving similar service; how will breakdowns be dealt with?</p> <p>Response Times – How will you ensure response times in specification are met and what are the procedures; Geographical location of staff.</p> <p>Reporting and programming – Who will produce the annual programme required by the contract and the regular updates for meetings with the Client and how will this be done?</p> <p>Contract Management – This should include managing relationship with the Council and the Contract performance; What management structure will be used; What management resources will be used, what is their level of expertise and where will they be located? How will landowners be engaged?</p> <p>Business Continuity – What business continuity plan is in place and how can you demonstrate the contingencies you have in place to cover risks to your business and consequently the service to the Council?</p> <p>Continuous Improvement – How can you demonstrate continuous improvement to the service provided to the Council in terms of cost and quality?</p>

9.6	Please write a method statement of how you will carry out the Emergency and Out of Hours Call-out as described in the specification.
	<p>Key points:</p> <p>Knowledge and Experience – Clearly demonstrate how you will use your experience on similar contracts to carry out the works in the specification.</p> <p>Supervision of Staff and Works – How will your company supervise and manage, staff, the use of any contractors and works?</p> <p>Staffing Structure – How staff will be utilised throughout the year; number of employees; how staff will be informed following request for routine works; emergency and out of hours proposals; CV's for key staff members such as Contracts Manager and Health and Safety Officer.</p> <p>New vehicles or Staff – Will new plant/equipment/vehicles be required how will this be achieved before start of contract.</p> <p>Personnel – What systems are in place for the assessment of current staff. How do you ensure their development to achieve service delivery; Are Vehicle licensing checks in place?</p> <p>Service availability and delivery – How will resources be allocated to provide the service (description); how will quality be monitored and is there a formal quality system in place; What type of supervision will be in place; Examples of other clients receiving similar service; how will breakdowns be dealt with?</p> <p>Response Times – How will you ensure response times in specification are met and what are the procedures; Geographical location of staff.</p> <p>Reporting and programming – Who will produce the annual programme required by the contract and the regular updates for meetings with the Client and how will this be done?</p> <p>Contract Management – This should include managing relationship with the Council and the Contract performance; What management structure will be used; What management resources will be used, what is their level of expertise and where will they be located? How will landowners be engaged?</p> <p>Business Continuity – What business continuity plan is in place and how can you demonstrate the contingencies you have in place to cover risks to your business and consequently the service to the Council?</p> <p>Continuous Improvement – How can you demonstrate continuous improvement to the service provided to the Council in terms of cost and quality?</p>

9.7	Please write a method statement of how you will carry out the Health and Safety Requirements in 4.2 & 4.3.
	<p>Key points:</p> <p>4.2 Health and Safety Plan – Part B (to be developed by the Tenderers).</p> <p>The purpose of this section is to ensure that potential contractors have a satisfactory Health and Safety policy and attitude, are competent and have adequate resources and that hazards associated with the contract have been given due consideration during the Tender stage. All Tenderers must develop the Part A Plan above and return with the tender. It shall include the following:</p> <ul style="list-style-type: none"> • Contractors' Health and Safety Policy and how it is reviewed. • Arrangements to manage Health and Safety at Head Office and on site. • The procedures to be used for developing and implementing the Health and Safety Plan Part A. • The systems in place to deal with the hazards identified in Part A above. • How will compliance with Health and Safety legislation be monitored? • How will Health and Safety advice be provided to people working on the contract? • How much time has been allowed to complete the various stages of the work in order to avoid risks to Health and Safety? • How many people will be involved in the contract and when? What are their skills and qualifications – including sub-contractors? • What working hours are proposed? <p>4.3 Health and Safety Plan - Part C (to be developed by the successful Contractor).</p> <p>The purpose of this section is to confirm that the successful contractor (following award of the contract) will be responsible for the development of the Health and Safety Plan during the course of the works. The appointed contractor shall ensure that all hazards identified are minimised and a safe method of carrying out each operation is agreed. Before site operations commence, safety method statements shall be submitted for approval and these shall identify activities that are known to be hazardous – e.g. flail mowing works, working in the vicinity of overhead power lines, working close to deep water, working on the public highway, manual handling works and other activities that are unfamiliar or unusual. The method statements should include all the hazards identified in the Part A Plan above.</p> <p>The Statements shall contain the following:</p> <ul style="list-style-type: none"> • A risk assessment for each hazard • Details of plant and equipment to be used • Risks to the public • Site access and working space • Control and disposal of waste • Emergency procedures • Welfare • Information and training for people on site • Site rules • Arrangements for monitoring Health and Safety

9.8	Assessment of the Knowledge and Experience
	<p>This will be assessed through the feedback from the contractor site references.</p> <p>Knowledge and Experience – A clear demonstration of how the contractor has used their experience on similar contracts to carry out the works in the specification (quote examples where possible).</p> <p>Supervision of Staff and Works – How will your company supervise and manage, staff, the use of any contractors and works?</p> <p>Staffing Structure – How staff will be utilised throughout the year; number of employees; how staff will be informed following request for routine works; emergency and out of hours proposals; CV's for key staff members such as Contracts Manager and Health and Safety Officer.</p> <p>New vehicles or Staff – Will new plant/equipment/vehicles be required how will this be achieved before start of contract.</p> <p>Personnel – What systems are in place for the assessment of current staff. How do you ensure their development to achieve service delivery; Are Vehicle licensing checks in place?</p> <p>Service availability and delivery – How will resources be allocated to provide the service (description); how will quality be monitored and is there a formal quality system in place; What type of supervision will be in place; Examples of other clients receiving similar service; how will breakdowns be dealt with?</p> <p>Response Times – How will you ensure response times in specification are met and what are the procedures; Geographical location of staff.</p> <p>Reporting and programming – Who will produce the annual programme required by the contract and the regular updates for meetings with the Client and how will this be done?</p> <p>Contract Management – This should include managing relationship with the Council and the Contract performance; What management structure will be used; What management resources will be used, what is their level of expertise and where will they be located? How will landowners be engaged?</p> <p>Business Continuity – What business continuity plan is in place and how can you demonstrate the contingencies you have in place to cover risks to your business and consequently the service to the Council?</p> <p>Continuous Improvement – How can you demonstrate continuous improvement to the service provided to the Council in terms of cost and quality?</p>

10.0 Form of Tender

SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL – FORM OF TENDER

To : South Cambridgeshire District Council
South Cambridgeshire Hall
Cambourne Business Park
Cambourne
Cambridge
CB23 6EA

TENDER FOR :

We the undersigned, having examined the site of works, the specifications and drawings am/are willing to execute the whole of the work required for the sum of :

Grand Total £ _____

Please confirm whether or not you have provided quotes for certain aspects of the works, the whole of the works or a combination of both.

Name of Tenderor _____

Signature _____

Date _____

Address of Tenderor _____

Telephone No. _____

We understand that :-

- (a) The lowest of any tender will not necessarily be accepted by the Council, and no allowance or payment will be made for making any tender.
- (b) This tender shall be returned in the envelope provided so as to reach this office not later than 15 May 2009 12 noon.
- (c) I/We have examined and agree to the tender and contract terms.
- (d) I/We understand that there may be a further selection stage of this tender involving a interview/meeting or presentation.

11.0 Legal Terms and Comments:

The Council will be using NEC3 legal terms and the Council's conditions professional services for this contract:

SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL **GENERAL CONDITIONS OF CONTRACT FOR PROFESSIONAL SERVICES [2005] Edition (1)**

THE SCHEDULE

Description of Service

Commencement Date.....

Contract Period.....

Contract Sum £_____ Payable as follows (refer to separate sheet if necessary)

Payments by/within (e.g. 28 days from invoice) _____

Authorised Officer of the Authority.....

Contractor's Contract Manager.....

Contractor's Complaints Liaison Officer (GP.25).....

Accounting Period (e.g. calendar monthly/On invoice)..._____

For Information: Sums assured..... Professional Indemnity Insurance £_____ per _____
OR Third Party Claims.....£_____ per _____

GP.1 DEFINITIONS AND INTERPRETATION

In these Conditions (to be referred as "the General Conditions"), except where the context otherwise requires, the following expressions shall have the meanings hereby ascribed to them:

GP.1.1 "Authorised Officer" means the Officer defined in Condition GP.3.

GP.1.2 "Schedule of Prices" means the list of items and volumes upon which the Contractor's bid was based.

GP.1.3 "Commencement date" means the date stated in the Schedule **or otherwise agreed in writing** between the parties to be the commencement date for the provision of the Service by the Contractor.

GP.1.4 "Conditions" means these General Conditions and any modification thereof duly made in accordance with these Conditions and the Special Conditions as may be agreed together with all provisions and/or Schedule of Prices incorporated therein.

GP.1.5 "Contract" means the Agreement entered into between the Authority and the Contractor embodying the Conditions [the Contractor's bid and Authority's acceptance thereof] and any other documents listed in the Schedule.

GP.1.6 "Contract Manager" means the representative of the Contractor appointed pursuant to Condition GP.7.2.

- GP.1.7 "Contract Period" and "Contract Sum" mean the period and amount stated in the Schedule.
- GP.1.8 "Contract Standard" means such standard as complies in each and every respect with all relevant provisions of the contract and where no criteria are stated in the Contract the standard is to be to the reasonable satisfaction of the Authorised Officer and may incorporate, if stated in the Special Conditions, appropriate standards of relevant professional bodies.
- GP.1.9 "Day" means any day of the week including Saturday but not any Sunday or Bank Holiday.
- GP.1.10 "Schedule" means the Schedule hereto.
- GP.1.11 "Service" means the description of the Service referred to in the Special Conditions and any modification thereof or addition thereto as may from time to time be furnished or approved in writing by the Authorised Officer.
- GP.1.12 The Contract shall be governed by and constructed in accordance with English Law.
- GP.1.13 A reference to any Act of Parliament, or to any Order, Regulation, Directive Statutory Instrument, or the like shall include a reference to any amendment or re-enactment of the same.
- GP.1.14 Words importing the masculine gender include the feminine and neuter gender; words in the singular include the plural and vice versa and words importing individuals shall be treated as importing corporations and vice versa.
- GP.1.15 Condition headings and notes are for ease of reference only and shall not affect construction of the Contract.

GP.2 FORM OF CONTRACT

- GP.2.1 Sufficiency of Information: The Contractor shall be deemed to have satisfied himself as to the accuracy and sufficiency of the rate(s) and price(s) stated by him in his Bid and this Contract which shall (except in so far as it is otherwise provided in the Contract) cover all his obligations under the Contract, and shall be deemed to have obtained for himself all necessary information as to risks, contingencies and/or any other circumstances which might reasonably influence or affect the Bid and his performance of the Contract.
- GP.2.2 Documents Mutually Explanatory: Except as otherwise expressly provided, the several documents comprising the Contract are to be taken as mutually explanatory of one another and in case of ambiguities or discrepancies, the same shall be explained and adjusted by the Authorised Officer who shall thereupon issue to the Contractor appropriate instructions in writing and the Contractor shall carry out and be bound by such instructions. Any adjustment to the Service arising therefrom shall be subject to Condition GP.4.5.
- GP.2.3 Variation of Conditions: Notwithstanding any other of these Conditions, no deletion from, addition to, or variation of the Conditions shall be valid of or any effect unless agreed in writing and signed by the parties.
- GP.2.4 Inconsistencies: Where there is any inconsistency between these Conditions and any provision in any other Contract document, these Conditions shall prevail **PROVIDED THAT** any Special Condition may be expressed to take effect so as to vary these general conditions in any manner.
- GP.2.5 Copyright: Copyright in the documents comprising the Contract shall vest in the Authority but the Contractor may obtain or make at his own expense further copies required for use by him in performing the Contract. Copyright of any documents originating from the Authority shall reside solely with the Authority.
- GP.2.6 Third Party Rights: Notwithstanding anything in this Contract to the contrary, no person or entity shall have any rights in relation to this Contract, whether as third parties under the Contracts (Rights of Third Parties) Act 1999 or otherwise, except the parties hereto

GP.2.7 Standing Orders: The Contract shall be subject to the Standing Orders of the Authority current at the date of the Contract, a copy of which may be seen by arrangement.

GP.3 AUTHORISED OFFICER

GP.3.1 The Authorised Officer shall be the person named in the Schedule or in default of appointment the Chief Officer of the relevant Department of the Authority or such representative appointed by the Authority to act in the name of the Authority for the purposes of the Contract.

GP.3.2 The Authority shall forthwith give notice in writing to the Contractor of the replacement of the Authorised Officer or if any person ceases to be the Authorised Officer.

GP.3.3 From time to time the Authorised Officer may appoint one or more representatives to act for the Authorised Officer generally or for specified purposes or periods. Immediately any such appointment is made, the Authorised Officer shall give written notice thereof to the Contractor.

GP.4 MODIFICATIONS

The Authorised Officer shall be entitled to issue to the Contractor instructions in writing requiring the Contractor to do all or any of the following: -

GP.4.1 To omit or to cease to provide any part of the Service for such period or periods as the Authorised Officer may determine, which period or periods may be of either a temporary or permanent nature.

GP.4.2 To provide the Service or any part thereof in such manner as the Authorised Officer may reasonably require except that Condition GP.4.5 shall not apply regarding a requirement to provide the Service to the Contract Standard.

GP.4.3 To provide such services additional to the Service as the Authorised Officer may reasonably require, provided that such additional services shall be the same as or similar to the Service in which case the appropriate contract rate shall apply to such additional services if the contract prices are based upon a Schedule of Rates or Prices, not a single Contract Sum.

GP.4.4 Permanently to vary the Service.

GP.4.5 The valuation of modifications pursuant to this Condition shall be ascertained by the Authorised officer in accordance with the following provisions:

GP.4.5.1 Where any part of the Service is required to be omitted or ceased to be provided the rates and prices contained in any Schedule of Prices shall determine the ascertainment of the value of the part and, in the case of a single Contract Sum, a fair proportion to be assessed after consultation with the Contractor.

GP.4.5.2 Where work is of a similar character to and is executed under similar conditions as work in the Specification or other Contract documents the rates and prices for the work contained in any Schedule of Prices shall determine the ascertainment.

GP.4.5.3 Where work is not of a similar character to or not executed under similar conditions to work set out in the Specification or other Contract documents the ascertainment shall be made at fair rates and prices having due regard where applicable to the rates and prices contained in any Schedule of Prices.

GP.5 GUARANTEE

GP.5.1 If the Contractor is a subsidiary company within the meaning of section 736 and 736A of the Companies Act 1985 it shall provide a Guarantee by its holding company or companies (as

defined in the said section 736) to secure the due performance by the Contractor of its obligations to the Authority.

GP.6 CONTRACTOR'S OBLIGATIONS

- GP.6.1 The Contractor shall exercise reasonable skill and care in providing the Service (and any modifications thereof authorised under the Conditions) and shall comply with the Contract Standard to the reasonable satisfaction of the Authorised Officer.
- GP.6.2 The Contractor shall at all times during the Contract Period allow such persons as shall be nominated from time to time by the Authorised Officer access to all locations where the Contractor shall be providing or preparing for the provision of the Service for the purpose of inspecting the work being performed pursuant to the Contract and the office, security, employee management, data protection and money handling controls, systems and procedures used by the Contractor and records and documents in the possession of the Contractor in connection with such work
- GP.6.3 If in relation to any access under GP.6.2. the Authorised Officer (after consultation with the Contractor and any Internal or External Auditors) is of the opinion that changes need to be made to the Contractor's financial controls, administrative procedures, systems or operational arrangements in relation only to the provision of the Service, those changes required and detailed by the Authorised Officer shall be made by the Contractor within such period or periods as the Authorised Officer shall notify to the Contractor in writing
- GP.6.4. The Contractor shall provide the Authority with all relevant information reasonably necessary for the Authority itself to provide information in respect of the Service in connection with any re-tendering exercise for the continuity of the Service or any part of it at the end of this Contract
- GP.6.5 If the Contractor fails to provide the Service or any part thereof with reasonable skill and care, or to the Contract Standard to the reasonable satisfaction of the Authorised officer, the Authority will give the Contractor details of any such failure and may itself provide or may employ and pay other persons to provide the service or any part thereof if the Contractor shall not within 14 days redress the situation or make proposals acceptable to the Authorised Officer for rectifying the failure and adhere to those approved proposals, and **all costs incurred thereby may be deducted from any sums due or to become due to the Contractor under the Contract or shall be recoverable from the Contractor by the Authority as a debt.** The rights of the Authority under this Condition shall be without prejudice to its rights under Conditions GP.19 and GP.20.

GP.7 CONTRACTOR'S EMPLOYEES

- GP.7.1 The Contractor shall employ in and about the provision of the Service only such persons as are careful, skilled, honest, experienced and suitably qualified in the work which they are to perform.
- GP.7.2 The Contractor shall appoint a **Contract Manager** empowered to act on behalf of the Contractor for all purposes connected with the Contract. Any notice, information, instruction or other communication given or made to the Contract Manager shall be deemed to have been given or made to the Contractor.
- GP.7.3 The Contractor shall forthwith give notice in writing to the Authorised Officer of the identity, address and telephone numbers of the person appointed as Contract Manager and of any subsequent appointment.
- GP.7.4 The Contractor shall forthwith give notice in writing to the Authorised Officer of the identity, address and telephone numbers of any persons authorised to act for any period as deputy for the Contract Manager.

- GP.7.5 The Contractor shall ensure that the Contract Manager, or a competent deputy, duly authorised by the Contractor to act on his behalf, is available to the Authorised officer in person at all reasonable times during which the Service is provided.
- GP.7.6 The Contract Manager shall inform the Authorised Officer promptly of and confirm in writing, any instances of activity or omission on the part of the Authority which prevent or hinder, or may prevent or hinder the Contractor from complying with the Contract. The provision of information under this Condition shall not in any way release or excuse the Contractor from any of his obligations under the Contract.
- GP.7.7 The Contractor shall employ sufficient persons to ensure that the Service is provided at all times and in all respects to the Contract Standard. The Contractor shall ensure that a sufficient reserve of employees is available to provide the Service to the Contract Standard during staff holidays or absence through sickness or otherwise.
- GP.7.8 The Contractor shall be and shall ensure that every person employed by him in and about the provision of the Service is at all times properly and sufficiently qualified, experienced and instructed with regard to the Service and in particular: -
- GP.7.8.1 The task or tasks such person has to perform;
- GP.7.8.2 All relevant provisions of the Contract;
- GP.7.8.3 All relevant policies, rules, procedures and standards of the Authority which includes an absolute prohibition upon any person employed from soliciting any payment for the provision of the service except as may be provided by the Conditions.
- GP.7.8.4 All relevant rules, procedures and statutory requirements concerning health and safety at work.
- GP.7.8.5 Fire risks and fire precautions.
- GP.8 DISCRIMINATION**
- GP.8.1 The Contractor shall at all times comply with the requirements of all statutory provisions, regulations made and guidance issued thereunder proscribing discrimination at work upon the grounds or race, gender, disability, sexual orientation, colour, language, social or national origin, association with a national minority, property, birth or other status.

GP.9 **HEALTH AND SAFETY**

GP.9.1 The Contractor shall at all times comply with the requirements of the Health and Safety at Work, etc. Act 1974 and of any other Acts, Regulations, or Orders and guidance issued thereunder pertaining to the health and safety of employees or other persons at the places of work for which the Contractor is responsible under these provisions.

GP.10 **AGENCY**

GP.10.1 The Contractor is not and shall in no circumstance hold himself out as being the servant or agent of the Authority except as may be stated in the Special Conditions for the purposes therein specified or otherwise agreed in writing previously by the Authority.

GP.10.2 The Contractor is not and shall in no circumstances hold himself out as being authorised to enter into any contract on behalf of the Authority, or in any other way to bind the Authority to the performance, variation, release or discharge or any obligation.

GP.10.3 The employees of the Contractor are not, shall not hold themselves out to be and shall not be held out by the Contractor as being, servants or agents of the Authority for any purposes whatsoever.

GP.11 **BRITISH STANDARDS AND/OR INTERNATIONAL STANDARDS**

Where an appropriate British Standard Specification, British Standard Code of Practice issued by the British Standards Institution and/or any appropriate international standard is current, all goods used or supplied and all workmanship shall, as a minimum requirement and subject to any agreement in writing between the parties hereto otherwise, be in accordance with that Standard, without prejudice to any higher standard required by the Contract. Where British Standard is specified, the equivalent EC Standard or International Standard shall be equally appropriate **PROVIDED ALWAYS** that where the Contractor proffers articles or services said to meet national standards of another Member State, or an international standard recognised in another Member State and offering equivalent guarantees of safety, suitability and fitness for purpose the Contractor shall provide certified translations into English, of any foreign language documentation.

GP.12 **OBSERVANCE OF STATUTORY REQUIREMENTS**

GP.12.1 The Contractor shall comply with all statutory and other provisions to be observed and performed in connection with the Service and shall indemnify the Authority against any claims made as a result of any failure in compliance. In respect of any part of the Service which may be a public function, the Contractor may be a public authority for the purposes of section 6(3) of the Human Rights Act, 1998; in such circumstance, the Contractor shall not act in any way which is incompatible with a Convention right (therein defined) and shall indemnify the Authority in respect of any breach.

GP.12.2 Best Value: Co-operation of Contractor in Best Value Reviews, Preparation of Performance Indicators and Best Value Performance Plans
The Authority is a “best value authority” under the Local Government Act, 1999 (“the 1999 Act”). As such, the Authority is obliged to secure continuous improvement in the way its functions are exercised, to monitor and report performance in specified areas (“performance indicators” and “performance standards”), conduct reviews of its functions (“best value reviews”) and prepare performance plans (“best value performance plans”) in accordance with the 1999 Act and orders, regulations and guidance under it. In order for the Authority to comply with these obligations and all other similar statutory provisions the Contractor shall in relation to the Service and the performance of the Contractor in respect thereof, whether past, present or future, **without prejudice to the obligations of the Contractor or the Authority under this Agreement**, give such information to the Authority as it may reasonably request from time to time, in such form as may be required, and shall co-operate with the Authority in

its preparation of the relevant performance indicators, performance standards and best value performance plans and in carrying out its best value reviews.

GP.12.3 In accordance with the “Code of Practice on Workforce Matters in Local Authority Service Contracts” (applicable to all contracts first advertised after 13 March 2003) the Contractor shall provide the same or broadly comparable pension rights of respective relevant Authority employees (not exceeding the maximum which may be provided for in any Regulations which may be made in that behalf) in the event of TUPE transfer of any such employees arising from this Contract. This will also apply to second (and subsequent) generation contracting where relevant employees contracts of employment are transferred from the Contractor to any new contractor carrying out the Service. The Contractor shall ensure that this provision shall be included in any assignment or sub-contract where the relevant employee(s) are employed by the assignee or sub-contractor in the provision of or as part of the provision of the Service. The Contractor shall also provide information on request which is necessary to allow the local authority to monitor compliance with the conditions set out in the Code.

GP.12.4 The following shall be deemed to be broadly comparable for the purposes of GP.12.3

- membership of the Local Government Pension Scheme where the employer has admitted body status within the scheme and makes the requisite contributions;
- membership of a good quality employer pension scheme (either final salary or money purchase and, where money purchase, the employer must as a minimum match employee contributions up to 6%; or
- a stakeholder pension scheme, under which the employer must as a minimum match employee contributions up to 6%.

GP.13 GRATUITIES

The Contractor shall not, whether himself, or by any person employed by him to provide the Service, solicit any gratuity, tip or any other form of money taking or reward, collection, or charge for any part of the Service other than bona fide charges approved by the Authority.

GP.14 INDEMNITY AND INSURANCE

GP.14.1 The Contractor shall indemnify and keep indemnified the Authority against the injury to or death of any persons, or loss of or damage to any property, which may arise out of the act of default or negligence of the Contractor, his employees or agents and against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof, or in relation thereto, provided that the Contractor shall not be liable for, nor be required to indemnify the Authority against, any compensation or damages for or in respect of injuries caused by the Authority

GP.14.2 Without thereby limiting his responsibilities under this Condition, the Contractor shall insure with a reputable insurance company against all loss of and damage to property and injury to, or death of, persons arising out of or in consequence of the Contractor's obligations under the Contract and against all actions, claims, demands, proceedings, damages, costs, charges and expenses in respect thereof.

GP.14.3 The insurance in respect of personal injury or death of any person arising under a contract of service with the Contractor and arising out of an incident occurring during the course of such person's employment shall comply with the Employer's Liability (Compulsory Insurance) Act 1969 and the Road Traffic Act 1988 (as amended) and any statutory orders made thereunder. For all other claims to which this Condition applies, the insurance cover shall be such sum as the Contractor may choose in respect of any one incident.

GP.14.4 The Contractor shall supply to the Authority immediately upon request copies of all relevant insurance documents necessary to comply with this Condition.

GP.14.5 The Authority shall indemnify and keep indemnified the Contractor and insure with a reputable insurance company, or self-insure, against the injury to, or death of, any persons, or loss of, or damage to, any property which may arise out of the fact, default, or negligence of the Authority, its employees or agents other than the contractor his employees and agents and against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

GP.15 PAYMENTS

GP.15.1 At the intervals stated in the Special Conditions and Schedule the Contractor shall submit to the Authorised Officer an account in respect of work completed forming part of the Service. The account shall be presented in full form to include Value Added Tax details, additions, deduction, labour and materials, specification headings (if appropriate) and such other detail as the Authority may reasonably require.

GP.15.2 Within 28 days from receipt of invoice, unless any other period is stated in the Schedule, the Authority shall pay the Contract Sum or such other amounts as may from time to time properly become due to the Contractor.

GP.16 VALUE ADDED TAX

GP.16.1 In addition to the sum(s) specified in Condition GP.15 the Authority shall pay to the Contractor such Value Added Tax as may be properly chargeable by the Contractor in connection with provision of the Service. The Contractor shall issue a tax invoice in respect thereof.

GP.16.2 Upon receipt by the Contractor of any payment made by the Authority being a payment including VAT the Contractor shall forthwith issue to the Authority an authenticated receipt in such form as may be required by the Value Added Tax Act 1994 ("the Act") or any amendment or re-enactment thereof or by any Regulations made thereunder.

GP.17 FLUCTUATIONS

GP.17.1 The Contract Sum and/or such of the rates and prices contained in any Schedule of Prices shall be reviewed only if, in the opinion of the Authorised Officer, the nature of the work required to be carried out by the Contractor varies sufficiently to cause the Contract Sum and/or prices contained within any Schedule of Prices to be inappropriate.

GP.18 ASSIGNMENT AND SUB-CONTRACTING

GP.18.1 The Contractor shall not assign or sub-contract the provision of the Service or any part thereof to any person without the previous written consent of the Authority, which consent shall be in the discretion of the Authority and, if given, shall not relieve the Contractor from any liability or obligation under the Contract

GP.18.2 Except where the context cannot admit, reference in these Conditions to the Contractor or his employees or agents shall include any sub-contractor of the Contractor (whether or not authorised under GP 18.1.2) and any of the sub-contractor's employees or agents, and all acts, defaults or neglect of any sub-contractor shall be deemed in all respects to be the acts, defaults or neglect of the Contractor himself.

GP.19 TERMINATION

GP.19.1 If the Contractor shall have offered, or given, or agreed to give to any person any gift, or consideration of any kind as inducement or reward for doing, or forbearing to do, or having done or forborne to do any action in relation to the obtaining of the Contract, or any other Contract

with the Authority, or for showing or forbearing to show favour, or disfavour, to any person in relation to the Contract, or any other Contract with the Authority, or if the like acts shall have been done by any person employed by the Contractor, or acting on the Contractor's behalf (whether with or without the knowledge of the Contractor), or if in relation to the Contract, or any other contract with the Authority, the Contractor or any person employed by the Contractor, or acting on the Contractor's behalf, shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or shall have given any fee or reward to any officer of the Authority, which shall have been exacted or accepted by such officer by virtue of his office or employment and is otherwise than such officer's proper remuneration, the Authority shall be entitled to terminate the Contract and to recover from the Contractor the amount of any loss resulting from such termination.

GP.19.2 If the Contractor - *commits a serious breach of any of his obligations under the Contract, breaches any obligation after a written warning following persistent breaches of the same obligation or similar obligations, is the subject of a bankruptcy petition or order, or makes or proposes to make a composition or arrangement with all or any class of his creditors, or has a proposal in respect of his company for the voluntary arrangements for a composition of debts, or scheme or arrangement approved in accordance with the Insolvency Act 1986, has an application made under the Insolvency Act 1986 in respect of his company to the Court for the appointment of an administrative receiver, has a winding-up order made, or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding-up passed, has a provisional liquidator, receiver, encumbrancer or manager of his business or undertaking duly appointed, has an administrative receiver, as defined in the Insolvency Act 1986, appointed, has possession taken, by or on behalf of the holders or any debentures secured by a floating charge, or any property comprised in, or subject to, the floating charge, is in circumstances which entitle the Court or a Creditor to appoint, or have appointed, a receiver, a manager, or administrative receiver, or which entitle the Court to make a winding-up order* - then in any such circumstances the Authority may, without prejudice to any accrued rights or remedies under the Contract determine the Contract by notice in writing having immediate effect.

GP.19.3 The rights of the Authority under Condition GP.19 are in addition to and without prejudice to any other rights the Authority may have whether against the Contractor directly or pursuant to any guarantee.

GP.20 COMPENSATION AND RECOVERY OF SUMS DUE TO THE AUTHORITY

GP.20.1. Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor to the Authority the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other Contract with the Authority.

GP.20.2. Where the Service (or any work in connection therewith) has to be completed by the Contractor by a particular date AND time therefor is, in the Special Conditions, expressed to be of the essence, the Special Conditions may provide for compensation to be paid by the Contractor to the Authority in default by the Contractor, as follows whether or not the Contract is also terminated:

GP.20.2.1 a fixed sum upon default and/or

GP.20.2.2 periodical sums; or

GP.20.2.3 in the case of works or any part of the Service expressed to be completed before 31st March in any year and for which no budget provision by the Authority exists thereafter, the Contractor shall forego all of the Contract Sum not yet paid.

GP.20.3. PROVIDED ALWAYS in the cases of GP.20.2.1 and GP.20.2.2 above the headings of loss shall be set out in the Special Conditions, the amounts shall be assessed to include only the

amount(s) lost to the Authority, shall not include any penalty and may be indexable and/or carry interest.

GP.21 NOTICES

Any demand, notice or other communication required to be given hereunder shall be sufficiently served if served personally on the addressee, or if sent by prepaid first class recorded delivery post, or by telex, electronic mail or facsimile transmission to the registered office or last known address of the party to be served therewith and if so shall, subject to proof to the contrary, be deemed to have been received by the addressee on the second business day after the date of posting or on successful transmission, as the case may be.

GP.22 WAIVER

Failure by the Authority at any time to enforce the provisions of the Contract or to require performance by the Contractor of any of the provisions of the Contract shall not be constructed as a waiver of any such provision and shall not affect the validity of the Contract or any part thereof or the right of the Authority to enforce any provision in accordance with its terms.

GP.23 SEVERANCE

If any provision of the Contract shall become or shall be declared by any Court or competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other provision all of which shall remain in full force and effect.

GP.24 ARBITRATION

GP.24.1 All disputes between the parties arising out of or connected with this Contract or the performance of the Contractor in the provision of the Service shall be referred to a single Arbitrator under the Arbitration Act 1996 to be agreed upon by the parties or in default of agreement to be nominated by the person stated in the Schedule or in the case of his incapacity by the Deputy President, Vice-President or other most senior representative.

GP.24.2 The Arbitrator shall have full power to make any award which may have the effect of amending any notice, instruction or certificate or of giving or withholding consent or agreement in such manner as the Arbitrator shall think fit so as to give reasonable effect to the provisions of this Contract.

GP.24.3 The decision of the Arbitrator shall be final and binding upon both parties to this Contract.

GP.25 CUSTOMER COMPLAINTS

GP.25.1 The Contractor shall deal with all customer complaints in a sympathetic, efficient and effective way and within the Council's complaints procedure. In particular, the Contractor shall

GP.25.1.1. Maintain a proper system of recording complaints when they are received (by any medium);

GP.25.1.2. Maintain accurate, up-to-date records of details of each complaint received which shall include the complainant's name, address, nature of complaint, name of person dealing with the case, action taken to resolve it and any action taken to prevent recurrence;

GP.25.1.3. Provide a timely and considered response to each complaint received;

GP.25.1.4. Designate a named individual as the liaison officer for considering all complaints on behalf of the Contractor and be personally responsible for monitoring the progress of complaints to completion; and

- GP.25.1.5. Provide upon the request of the Authorised Officer background and detailed information about any complaint received by the Authorised Officer
- GP.25.2. The Contractor shall provide each month a report to the Authorised Officer of the complaints received and the action taken to resolve them including an up-date on those previously made and not yet resolved. If the Authorised Officer considers that further steps are necessary to minimise or prevent possible recurrence of valid complaints in any area of the provision of the Service he will consult the Contractor and attempt to agree what steps should be taken and when. In default of agreement he will notify the Contractor in writing of the relevant steps he requires the Contractor to take and the Contractor shall take such steps accordingly.
- GP.25.3. The Contractor shall refer the following forthwith to the Authorised Officer to deal with and shall liaise with the Authorised Officer as necessary to formulate a suitable and timely response in each case:
 - GP.25.3.1. Enquiries or correspondence from the Local Government Ombudsman
 - GP.25.3.2. Notification of any complaint made by anyone to the Local Government Ombudsman
 - GP.25.3.3. Complaints in respect of which the Contractor has no control (e.g. Council Policy) or relevant to some aspect of delivery of Council Services other than the Service
 - GP.25.3.4. Complaints of intimidation, harassment, assault, damage to property and unlawful entry
- GP.25.4. A complaint means an expression of dissatisfaction, however made, about the standard of service, action or lack of action by the Council or its staff or, in this context, its Contractors and their staff affecting an individual or group of individuals

GP.26 CONFIDENTIALITY, DATA PROTECTION AND FREEDOM OF INFORMATION

- GP.26.1 Except with the written permission of the other or as may be necessary in order to perform the Contract, neither party shall during the Contract Period or at any time thereafter, make use for his, its or their own purpose or divulge, disclose, dispose of or part with possession of any confidential documents, material or other confidential information (in whatever form) prepared, supplied or obtained for or pursuant to this Contract and the Contractor shall at all times comply with the provisions of the Data Protection Act, 1998 in respect of any relevant data obtained from the Council in the provision of the Service. Confidential information shall include but not be limited to any and all information relating to a party's business methods, pricing, customers, suppliers, finances, ideas, strategies, concepts, methodologies, inventions and/or products.
- GP.26.2 Except for disclosable information under the Freedom of Information Act, 2000, neither the Contractor or its subcontractors, employees and agents or any person connected with him shall have contact with the press or other media about any matter arising from the performance of this Contract without the prior written permission of the Authorised Officer.
- GP.26.3 Except for confidential information described in GP.26.1 above and any other exemptions, but subject to the public interest provisions where applicable, this Contract and any directly associated operational information shall be disclosable under the Freedom of Information Act, 2000. The Contractor shall facilitate timely disclosure where applicable.
- GP.26.4 The Contractor shall procure the compliance of his employees with the provisions of this Condition.

GP.27 COUNCIL'S OWNERSHIP OF AND RIGHTS IN RESPECT OF DOCUMENTS

- GP.27.1 Unless otherwise agreed, the ownership of and unrestricted right to use any documents produced by the Contractor, its subcontractors, employees and agents for all purposes envisaged by the or arising under this Contract shall be vested in the Council.

GP.27.2 At the expiry or earlier determination of the Contract the Contractor shall at its own expense transfer all documents, material and other information (in whatever form) in its possession relating to the Contract to the Authorised Officer but may retain copies for record or audit purposes only.

GP.28 COMPUTER SYSTEMS AND SOFTWARE

GP.28.1 The Contractor shall indemnify and hold harmless the Authority, its Officers, employees, agents and third parties against all losses, liabilities, claims, demands, damages, expenses and proceedings howsoever incurred or arising (including without limitation consequential loss of profits) directly or indirectly out of or in connection with the use by the Contractor of the computer system(s) of the Authority and/or the software run and data held thereon or the Contractor's own computer systems, software and data.

GP.28.2 The Contractor shall ensure that all information provided by the Contractor to the Authority under this contract by cable, fibre, disk, tape or any other format where the Authority requires a computer-generated format is in a format and form compatible with the Authority's computer system(s) and software.

[end]

Please detail any changes, amendments, alterations or areas for discussion on the proposed legal terms:

12.0 Instruction to Tenderor: Please affix this page to the envelope of your tender return

The Reception Desk
South Cambridgeshire District
Council
South Cambridgeshire Hall
Cambourne Business Park
Cambourne
Cambridge
CB23 6EA



TENDER DOCUMENTS

Awarded Watercourse Maintenance Tender

To be received no later than

**Closing date for submission of tenders
on the 15 May 2009 no later than 12 noon.**

Instructions for Council Staff:
This envelope **MUST NOT** be opened, please deliver it to
Reception for safe storage.

13.0 Tender Checklist

Please confirm that you have completed the following:

- Completed TUPE response in section 6.9.
- Completed Schedules in section 7.
- Completed Bill of Quantities in section 8 and clarity on extent of the bid
- Completed all of the method statements in section 9 (including the Developed Health & Safety Plan Part B).
- Copies of the Programmes for each discrete item of works.
- You have included 3 copies of the tender documents;
- That you have completed the form of tender section 10.
- That you have used the Envelope Cover in Section 11 and attached this to a securely sealed plain envelope with no distinguishing marks.
- That you have arranged to send the return in time to meet the dead line of 15 May no later than 12 noon.