

National Asset Delivery Technical Surveys and Testing

Scope for Arboricultural Safety Inspections (South) 2021-22

CONTENTS AMENDMENT SHEET

Amend. No.	Revision No.	Amendments	Initials	Date
0	0	Original version issued with tender	CO	25/08

TABLE OF CONTENTS

1	PURPOSE OF THE <i>SERVICES</i>	4
2	EXISTING INFORMATION	6
3	CONSTRAINTS ON HOW THE CONSULTANT PROVIDES THE <i>SERVICES</i> ...	7
4	REQUIREMENTS FOR THE PROGRAMME	9
5	SERVICES AND OTHER THINGS PROVIDED BY THE <i>CLIENT</i>	10
6	SPECIFICATION FOR THE <i>SERVICES</i>	11

LIST OF ANNEXES

Appendix 1 **Supplementary Constraints**

1 PURPOSE OF THE SERVICES

1.1 Project objectives

- 1.1.1 The principle objective of this project is to ensure all reasonable steps are taken to mitigate any foreseeable hazards presented by trees. This will be achieved through a programme of tree condition inspections which Highways England will have oversight of.
- 1.1.2 The specification that applies to the *services* is included in Section 6

1.2 Scope of services

- 1.2.1 The *services* to be provided under this contract are:
- (1) Tree safety inspections on the sections of motorways and trunk roads are M45, M6, M69, A5, A14, A43 and A45. Across these routes there are approx. 141km of high-risk areas and 352km of medium risk areas.
 - (2) Undertaking re-inspections of trees where highlighted, in the above areas.
 - (3) Recording of safety related observations and tree defects in the Confirm asset management system.
 - (4) Reporting of tree defects observed by the surveyors outside of the specified areas whilst undertaking their duties (including areas of trees not highlighted as high/medium priority but considered to be such).
 - (5) any work requirements and works orders for safety defects shall be raised within the Confirm asset management system.
 - (6) *Consultant* to provide their inspector(s) with vehicle(s) marked in compliance with Traffic Signs Manual, Chapter 8 part 2.
 - (7) Collaborative programming of inspection with Highways England.

1.3 Deliverables

- 1.3.1 The *Consultant* is required to produce the following deliverables:
- i. Visual inspections of trees identified as being in high or medium risk areas on the roads identified.
 - ii. Visual inspection techniques are to be undertaken using non-licensed methods/practices.
 - iii. Visual condition assessment of third-party trees along the specified routes.
 - iv. Trees outside of the above areas which are observed by the *Consultant* and considered a hazard to road users, the public and/or third-party property. This is to be non-exhaustive and typically include trees that are observed while travelling between inspection sites or similar.

- v. Where required, inspectors should clear vegetation from trees should they suspect the vegetation is obscuring a potential defect. This should not be exhaustive and be possible for the inspector to achieve through the safe use of small hand tools.
- vi. Log data/images in the forms provided in the Confirm system, completing all relevant condition fields. Highways England's Confirm system is not configured for any licenced tree inspection systems e.g. THREATS/QTRA or similar.
- vii. Log any inconsistencies between site observation and the asset data held within Confirm.
- viii. A short report following completion of each route detailing any further recommendations and observations.

2 EXISTING INFORMATION

- 2.1.1 Confirm database schema for tree asset information containing current asset data.
- 2.1.2 ESRI shapefiles containing current landscaped areas to be inspected including their risk priority rating.

3 CONSTRAINTS ON HOW THE CONSULTANT PROVIDES THE SERVICES

3.1 General

- 3.1.1 The *Consultant* Provides the Services in such manner as to minimise the risk of damage or disturbance to or destruction of third party property.
- 3.1.2 The *Consultant* complies with the constraints and meets with the requirements outlined in Appendix 1.
- 3.1.3 The *Consultant* submits information detailing how the *Consultant* will provide the Services to the *Client* prior to the *services* commencing. This information will include any lifting plans, risk assessments, method statements, the *Consultant's* staff training information and any other relevant Health and Safety requirements.

3.2 Working hours & site-specific constraints

- 3.2.1 The *Consultant's* working hours for site works shall be daylight hours, to be agreed with the *Client* prior to commencement on site.
- 3.2.2 No traffic management (TM) is to be provided by the *Consultant*. Any TM required to enable inspections must be arranged through the *Client*.
- 3.2.3 Per inspector anticipated length of inspection should not exceed 3km per day to ensure the pace of inspection can be maintained without reducing quality of delivered inspection.

3.3 Health, Safety and Environment & Risk Management

Health and Safety requirements

- 3.3.1 In Providing the Services the *Consultant* meets the requirements of Annex 2 of the supplementary constraints relation to health and safety duties.
- 3.3.2 The *Consultant* shall comply with the requirements of Highways England's safety passport scheme and ensure that all of his employees, and any of his subcontractor's, are registered in accordance with the implementation of the scheme. Details on the scheme can be found here:
<http://www.highwayssafetyhub.com/safety-passport.html>
- 3.3.3 Not Used.
- 3.3.4 Before commencing the construction phase of the *services*, the *Consultant* confirms to the *Client* that adequate welfare facilities are in place. Where the facilities detailed in section 5 are not deemed adequate, the *Consultant* provides all necessary facilities to Provide the Services and to comply with the minimum requirements set out in HSE guidance document L153.

Environmental requirements

- 3.3.5 In Providing the Services the *Consultant* meets the requirements of Annex 2 of the supplementary constraints in relation to environmental duties.

Risk Management

- 3.3.6 The *Consultant* identifies, manages and mitigates risks in accordance with the principles of ISO31000.
- 3.3.7 The *Consultant* submits a risk register, which captures all risks associated with the delivery of the *services* including those identified by the *Client*, with his tender and maintains it for the contract period.

4 REQUIREMENTS FOR THE PROGRAMME

- 4.1.1 The *Consultant* submits programme to the *Client* with his tender.
- 4.1.2 The *Consultant* Provides the Services taking into account the following programme constraints:
- (i) the *starting date* and *completion date* and any post site works, reporting and review period
 - (ii) The services and other things provided by *Client* (see Section 5)
- 4.1.3 The programme should be in the form of an activity and time related bar chart, produced as a result of a critical path analysis.
- 4.1.4 The programme should preferably be provided in either a PDF or MS Excel format and cover the full contract period including post site activities. Activities should be clearly defined and named and the programme should detail the following:
- (i) dates and times associated with the project, including the *starting date*, *completion date* & *Consultant's* planned completion, and any other dates or times that will specifically impact the delivery of the project
 - (ii) an expected distance covered per shift per inspector in order to meet the programme
 - (iii) any programme resulting in greater than 3km length of highway being inspected per day by any surveyor must include a justification of how the pace of inspection can be maintained without reducing quality of delivered inspection
 - (iv) activities associated with delivering the project
- 4.1.5 The *Consultant* should provide details of the proposed resources (plant, labour, subcontractors etc.) expected to deliver each activity. This information can either be shown on the programme itself or provided in an associated resource statement included in the Proposal for Providing the Services.
- 4.1.6 The *Consultant* updates the programme every 2 weeks. The *Consultant* submits an updated programme to the *Client* upon request.

5 SERVICES AND OTHER THINGS PROVIDED BY THE *CLIENT*

5.1.1 Not used.

5.1.2 The other things that will be provided by the *Client* are as follows:

- i. User accounts for access to Highways England implementation of Confirm asset management system.

6 SPECIFICATION FOR THE SERVICES

6.1.1 The *Consultant* shall Provide the Services in accordance with:

- i. Surveyors will be qualified to a minimum of the LANTRA PTI certificate and level 3-4 Technicians Certificate in Arboriculture (or equivalent) and have a minimum of 2 years' experience undertaking full visual inspection using visual tree inspection methods. They should be confident in identifying issues requiring remediation within a period of up to 1 year, be able to identify a wide range of pests and diseases and identify and record issues which interfere with the safe operation of the highway **as per the current defect recording standards and in line with the DMRB and recommend hazard monitoring intervals and wider tree management objectives.**

6.1.2 All inspections and defects to be captured using Confirm Connect on a compatible Android/iOS/Windows device.

6.1.3 All inspections and data logging to be undertaken using methods that Highways England can access and do not require a licence and/or proprietary training. This is so Highways England are able to audit inspections and interrogate an inspectors decision making processes.

National Asset Delivery Technical Surveys and Testing

Scope Appendix 1 for Arboricultural Safety Inspections (South) 2021-22

TABLE OF CONTENTS

1	Introduction	3
2	Vision, Imperatives, Values, and Key Objectives	4
3	General Constraints on how the Consultant Provides the Works	7

LIST OF ANNEXES

Annex 1	General Health, Safety and Environment Requirements
Annex 2	Records

1 INTRODUCTION

1.1 General

- 1.1.1 The purpose of this document is to communicate the *Client's* vision, imperatives, values and key objectives along with general constraints and Health & Safety obligations expected of any TST *Consultant*. Any matters which are project related or site specific will be contained within the project specific Contract Data, Works Information/Scope and Site Information.

2 VISION, IMPERATIVES, VALUES, AND KEY OBJECTIVES

2.1 Purpose

- 2.1.1 The purpose of this section is to communicate the Client's vision, imperatives, values and the key objectives of this contract. To outline the Client's expectations regarding how the Consultant must support delivery of these.
- 2.1.2 The Client is a road operator responsible for managing the busiest network in Europe, carrying one-third of all road traffic and two-thirds of freight traffic in England.
- 2.1.3 The roads that make up England's Strategic Road Network are a key enabler of economic growth and prosperity and are essential to the quality of life of the nation.
- 2.1.4 The Client's role is to deliver a better service for road users and to support a growing economy. It must operate, manage and improve the Strategic Road Network in the public interest and maintain the network on a day-to-day basis and provide effective stewardship of the network's long term operation and integrity.

2.2 The Client's Vision

- 2.2.1 The *Client's* vision as set out in the [Road Investment Strategy](#) (RIS), is to revolutionise our roads and create a modern Strategic Road Network (SRN) across England over the next 25 years. We will play our part in supporting economic growth and shaping a modern Britain to make a real difference to people's lives and businesses' prospects.

2.3 The Client's imperatives

- 2.3.1 The *Client's* three imperatives are safety, customer service and delivery. The imperatives set out what we do.

2.4 The Client's values and expectations

- 2.4.1 The *Client's* values are:
- **Safety** – We care about our customers, delivery partners and workforce and strive to see that no one is harmed when using or working on our network.
 - **Integrity** - We are custodians of the network, acting with integrity and pride in the long-term national interest.
 - **Ownership** – We have a clear vision for the future of the network and find new ways to deliver by embracing difference and innovation, while challenging conventions.

- **Teamwork** - We have an open and honest dialogue with each other, as well as our customers, stakeholders and delivery partners.
- **Passion** - Building on our professionalism and expertise, we are always striving to improve, delivering a network that meets the needs of our customers.

2.4.2 The *Client's* values describe how we deliver our vision and imperatives, how we treat each other, and expect to be treated, how we want to be seen as an organisation and how we do business.

2.4.3 The *Consultant* will have values that support those of the *Client* and will engender constructive and desired behaviours that enable a collaborative approach to achieving the *Client's* outcomes. Our supply chain will support our vision and values at all times, which means:

- Putting the health and safety of the customer and workforce first and encouraging a strong health and safety culture,
- Mature, open, flexible and collaborative working relationships,
- Understanding each other's priorities and objectives, and always putting the customer at the heart of everything we do,
- Sharing high-quality information,
- Delivering high performance,
- Working to build more sustainable businesses,
- Engagement and working collaboratively with stakeholders,
- Forging stronger relationships with local communities.

2.5 The Client's Outcomes

2.5.1 The Strategic Business Plan 2015 – 2020 sets out the *Client's* main activities to improve the capacity and performance of the network and how the *Client* will do it.

2.5.2 This contract plays a key role in assisting and enabling the *Client* to achieve its outcomes of:

- Supporting economic growth
- A safe and serviceable network
- A more free flowing network
- An improved environment
- A more accessible and integrated network

This will be achieved through:

- Planning for the future,
- Growing capability,
- Building Relationships,
- Efficient and effective delivery
- Improving customer interface.

2.6 The Asset Deliver (AD) - Core Principles and Key Objectives

2.6.1 The AD operating model involves the insourcing of decision making related to investment planning, asset needs and solutions and operational management. The approach will deliver the following core principles,

2.6.2 The *Client* will

- ensure a healthy and safe working and travelling environment,
- be flexible and responsive to meet the needs of customers,
- own key investment and maintenance planning decisions,
- develop our asset information and cost intelligence to improve investment and maintenance decision making working towards whole life costing and improving efficiency,
- own planning and sequencing of work and manage network occupancy to improve network availability and customer satisfaction, develop active relationships with all of our stakeholders.

2.6.3 These principles will help the *Client* to take direct ownership of the aspects of delivery which are core to our reputation and performance. They will allow the *Client* to improve the quality and flexibility of its service and drive the efficiencies needed to meet affordability constraints, providing better customer service and a more resilient network at lower cost.

2.7 Technical Surveys and Testing Contract

2.7.1 An essential part of maintaining the Highways England Area asset is making informed investment decisions based on asset condition. The technical survey and testing works to be provided under this contract relate to understanding asset condition to inform highway renewal and improvements works in the Area.

3 CONSTRAINTS ON HOW THE CONSULTANT PROVIDES THE WORKS

3.1 Quality Management

3.1.1 The *Consultant* must provide the *works* under a quality management system which:

- (1) is certified to ISO 9001,
- (2) incorporates an environmental management system which works to the principles of ISO 14001
- (3) complies with good industry practice and encourages innovation during the contract duration.

3.1.2 The *Client* may carry out audits of the *Consultant's* quality management system from time to time. The *Consultant* allows access at any time within working hours to any place where he or any SubConsultant carries out any work that relates to this contract for the *Client* to carry out audits, to inspect work and materials and generally to investigate whether the *Consultant* is performing his obligations under this contract. The *Consultant* provides all facilities necessary to allow such audits and inspections to be carried out.

3.2 Commercial Management

3.2.1 The *Consultant* includes on his invoices the requisition number and, where appropriate, the purchase order number.

3.2.2 The *Consultant* submits with any invoice such records as the *Client* requires, including a monthly statement of accounts in a format agreed by both parties, indicating amounts billed, paid to date and outstanding payments to date.

3.2.3 The *Consultant* notifies the *Client* of the name and address of his bank, the account name and number, the bank sort code and any other details required to make direct payments into that account.

3.3 Project Management

Right to use material

3.3.1 The *Client* may use material provided by the *Consultant* under this contract for any purpose.

Working with Others

3.3.2 The *Consultant* does not enter into commitments when dealing with third parties that might impose any obligations on the *Client* except with the consent of the *Client*.

Meetings and reports

- 3.3.3 The *Consultant* reports on the performance of the *works* and attends all meetings arranged by the *Client* for the discussion of matters connected with the performance of the *works*.
- 3.3.4 Where the *works* are delivered over a period of greater than one month, the *Consultant* submits a Monthly Review Progress Report in accordance with the guidance in Annex 2.
- 3.3.5 Where the *works* are delivered over a period of greater than one month, the *Consultant* attends a monthly progress and planning meeting to be held at the *Client's* offices.

Drawings, specifications, software, designs and other data

- 3.3.6 The *Consultant* delivers to the *Client* on Completion the final 'deliverable' version of any data in an agreed format.
- 3.3.7 If this contract is terminated the *Consultant* delivers to the *Client* working versions of each deliverable that has not been completed.
- 3.3.8 If information is to be exchanged electronically, the *Consultant* complies with the *Client's* procedures for safeguarding the connection and the format of transmitted data.
- 3.3.9 The *Consultant* provides to the *Client* copies of such records and documents as the *Client* requests.
- 3.3.10 The *Consultant* complies with the *Client's* Visual identity – Requirements for our Suppliers in Annex 2.

Records

- 3.3.11 The *Consultant* creates and maintains records in accordance with Annex 2.
- 3.3.12 The *Consultant* delivers all records created and maintained in Providing the Works to the *Client*, at the *completion date* or at a time agreed with the *Client*.

3.4 Information security

- 3.4.1 The *Consultant* prepares a robust information security plan complying with the *Client's* security policy and submits it to the *Client* for acceptance. The *Consultant* includes the security plan in its quality management system. The security plan includes procedures which:

- (1) ensure compliance with the Data Protection Acts

- (2) protect information against accidental, unauthorised or unlawful processing, destruction, loss, damage or disclosure of Personal Data,
- (3) ensure that unauthorised persons do not have access to Personal Data or to any equipment used to process Personal Data,
- (4) protect IT systems from viruses and similar threats and
- (5) provide for disaster recovery, and in particular ensure that the Personal Data is safely backed-up.

3.4.2 The *Consultant* provides training for its employees and SubConsultants in accordance with the *Client's* security policy and the security plan.

3.4.3 The *Consultant* does not use any confidential or proprietary information provided to or acquired by it for any purpose other than to Provide the Works.

3.5 *Consultant's* premises and Access and Storage to *Client's* Data

3.5.1 Any Risk Assessment is carried out by the *Client* in accordance with or any later revision or replacement.

3.5.2 Except as expressly specified otherwise in this contract, the *Consultant* provides all premises necessary to Provide the Works.

3.5.3 The *Consultant* does not use any premise to Provide the Works until

- the premise has successfully passed the Risk Assessment. The *Client* may request the *Consultant* to provide any information required to support any Risk Assessment or
- the *Client* has confirmed that a premise does not require to be assessed in accordance with the Risk Assessment.

3.5.4 The *Consultant* provides the *Client* with any information required to support any Risk Assessment.

3.5.5 The *Consultant* does not store any of the *Client's* data that is classified as Official or higher in accordance with "Government Security Classifications" dated April 2014 (or any later revision or replacement)

- Offshore or
- in any way that it could be accessed from an Offshore location

until the *Client* has confirmed to the *Consultant* that either

- the *Client* has gained approval for such storage in accordance with "Offshoring information assets classified at OFFICIAL" dated November 2015 (or any later revision or replacement) or
- such approval is not required.

- 3.5.6 The *Consultant* complies with a request from the *Client* to provide any information required to allow the Client to gain approval for storing data or allowing access to data from an Offshore location in accordance with 5.10.5.

3.6 Information systems

- 3.6.1 The *Consultant* interfaces with the *Clients* fileshare system, or other electronic information interface as agreed with the *Client*, for:

- (1) the management of information and records relating to the *works* and
- (2) receiving and transmitting communications, information, records and data from and to the *Client*.

3.7 HR, Competence and Training

- 3.7.1 The *Consultant* provides details of its approach to Inclusion and Sustainability where requested by the *Client*.
- 3.7.2 The *Consultant* either employs the *key persons* identified at the time of tender to Provide the Works, or employs a replacement person who has been accepted by the *Client*. The *Consultant* submits the name, relevant qualifications and experience of a proposed replacement person to the *Client* for acceptance. A reason for not accepting the person is that his relevant qualifications and experience are not as good as those of the person who is to be replaced.

3.8 Network Occupancy and Traffic Management

- 3.8.1 The *Consultant* complies with the requirements of the Network Occupancy Requirements in Annex 1.
- 3.8.2 The *Client* provides the temporary traffic management detailed in Section 5 of the Scope for the use of the *Consultant* to Provide the Works.
- 3.8.3 The *Consultant* provides all other access equipment necessary to Provide the Works, with the exception of any items detailed in Section 5 of the Scope
- 3.8.4 The *Consultant* collaborates with the *Client* and Others to share temporary traffic management and road space.
- 3.8.5 The *Consultant* obtains a motorway permit, or replacement permit system, from the *Client* before accessing the site and wears all necessary PPE.
- 3.8.6 The *Consultants* staff do not access the site without the appropriate health and safety site induction from the *Consultant*, in accordance with the requirements of Annex 1.

- 3.8.7 Where working on site under the control of Others, the *Consultants* staff do not access the site without completing the appropriate site induction from the principal Consultant.

3.9 Discrimination

- 3.9.1 The Consultant does not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to the Equality Act 2010, any predecessor statute of it or any amendment or re-enactment of it from time to time (the “Discrimination Acts”).
- 3.9.2 In Providing the Works, the Consultant co-operates with and assists the Client to satisfy its duty under the Discrimination Acts to eliminate unlawful discrimination and to promote equality of opportunity between persons of different racial groups and between disabled people and other people.
- 3.9.3 Where any employee or subConsultant employed by the Consultant is required to carry out any activity on the Client’s premises or alongside the Client’s employees on any other premises, the Consultant ensures that each such employee or subConsultant complies with the Client’s employment policies and codes of practice relating to discrimination and equal opportunities.
- 3.9.4 The Consultant notifies the Client in writing as soon as he becomes aware of any investigation or proceedings brought against the Consultant under the Discrimination Acts in connection with this contract and
- provides any information requested by the investigating body, court or tribunal in the timescale allotted,
 - attends (and permits a representative from the *Client* to attend) any associated meetings,
 - promptly allows access to any relevant documents and information
 - and cooperates fully and promptly with the investigatory body, court or tribunal.
- 3.9.5 The *Consultant* includes in the conditions of contract for each subcontract obligations substantially similar to those set out above.

3.10 Disclosure of Information

- 3.10.1 The Consultant acknowledges that the Client may receive Disclosure Requests and that the Client may be obliged (subject to the application of any relevant exemption and, where applicable, the public interest test) to disclose information (including commercially sensitive information) pursuant to a Disclosure Request. Where practicable, the Client consults with the Consultant before doing so in accordance with the relevant Code of Practice. The Consultant uses his best endeavours to respond to any such

consultation promptly and within any deadline set by the Client and acknowledges that it is for the Client to determine whether or not such information should be disclosed.

- 3.10.2 When requested to do so by the Client, the Consultant promptly provides information in its possession relating to this contract and assists and co-operates with the Client to enable the Client to respond to a Disclosure Request within the time limit set out in the relevant legislation.
- 3.10.3 The Consultant acknowledges that the Client may receive Disclosure Requests and that the Client may be obliged (subject to the application of any relevant exemption and, where applicable, the public interest test) to disclose information (including commercially sensitive information) pursuant to a Disclosure Request. Where practicable, the Client consults with the Consultant before doing so in accordance with the relevant Code of Practice. The Consultant uses his best endeavours to respond to any such consultation promptly and within any deadline set by the Client and acknowledges that it is for the Client to determine whether or not such information should be disclosed.
- 3.10.4 When requested to do so by the Client, the Consultant promptly provides information in its possession relating to this contract and assists and co-operates with the Client to enable the Client to respond to a Disclosure Request within the time limit set out in the relevant legislation.
- 3.10.5 The Consultant promptly passes any Disclosure Request which it receives to the Client. The Consultant does not respond directly to a Disclosure Request unless instructed to do so by the Client.
- 3.10.6 A Disclosure Request is a request for information relating to this contract received by the Client pursuant to the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or otherwise.
- 3.10.7 The Consultant acknowledges that the Client is obliged to publish the provisions of this contract in accordance with the Cabinet Office Efficiency Reform Group Guidance Note entitled “Transparency - Publication of New Central Government Contracts” dated December 2010 (or any later revision) except to the extent that any information in it is exempt from disclosure pursuant to the Freedom of Information Act 2000. The Client consults with the Consultant before deciding whether information is exempt, but the Consultant acknowledges that the Client has the final decision. The Consultant co-operates with and assists the Client to publish this contract in accordance with the Client’s obligation.

3.11 Conflict of interest

- 3.11.1 The *Consultant* does not take an action which would cause a conflict of interest to arise in connection with this contract. The *Consultant* notifies the *Client* if there is any uncertainty about whether a conflict of interest may exist or arise.

3.12 Anti Bribery and Fraud

- 3.12.1 The *Consultant* complies (and ensures that any person employed by him or acting on his behalf complies) with the *Client's* Anti Bribery Code of Conduct and Anti-Fraud Code of Conduct, collectively "the Codes". The *Consultant* complies with the Codes until Completion and with

- paragraph 4 of the *Client's* Anti Bribery Code of Conduct and
- paragraph 3 of the *Client's* Anti-Fraud Code of Conduct

until 6 years after Completion.

- 3.12.2 A failure to comply with this condition is treated as a substantial failure by the *Consultant* to comply with his obligations.

- 3.12.3 The *Consultant* ensures that any subcontract (at any stage of remoteness from the *Client*) contains provisions to the same effect as this clause.

3.13 Reporting, Small and Medium Enterprises

- 3.13.1 In this clause a SME is

- a subConsultant or
- a subsubConsultant to a subConsultant

and

- is autonomous,
- is a European Union enterprise not owned or controlled by a non-European Union parent company,
- for a medium sized enterprise (medium class) employs fewer than 250 staff, has turnover no greater than 50 million Euros and does not have a balance sheet greater than 43 million Euros,
- for a small sized enterprise (small class) employs fewer than 50 staff, has turnover no greater than 10 million Euros and does not have a balance sheet greater than 10 million Euros and
- for a micro sized enterprise (micro class) employs fewer than 10 staff, has turnover no greater than 2 million Euros and does not have a balance sheet greater than 2 million Euros.

3.13.2 For each SME employed on the *services*, the *Consultant* reports to the *Client* each quarter from the *starting date* until Completion and at the *defects date*

- the name of the SME,
- the class of SME (medium, small or micro),
- the value of the contract undertaken by the SME,
- the monthly amounts paid to the SME in the quarter and
- the aggregated value paid to the SME since the *starting date*.

3.13.3 The *Consultant* acknowledges that the *Client* may

- publish the information supplied under paragraph 5.18.2, along with the *Consultant's* name and this contract name and
- pass the information supplied under this paragraph 5.18 to any Government Department who may then publish it along with the names of the SMEs, the *Consultant's* name and this contract name.

3.13.4 The *Consultant* ensures that the conditions of contract for each subConsultant who is an SME include

- a term allowing the *Client* to publish the information supplied under 5.18.2 and
- provisions to the same effect as paragraphs under 5.18.

3.14 Fair Payment

3.14.1 The *Consultant* complies with the *Client's* Fair Payment Charter.

3.15 Confidentiality

3.15.1 The *Consultant* keeps (and ensures that its employees and subConsultants keep) confidential and does not

- disclose to any person the terms of this contract nor
- use (except for the purposes of this contract) or disclose to any person any confidential or proprietary information (including Personal Data) provided to or acquired by the *Consultant* in the course of Providing the Works

except that the *Consultant* may disclose information

- to its legal or other professional advisers,
- to its employees and subConsultants as needed to enable the *Consultant* to Provide the Works,
- where required to do so by law or by any professional or regulatory obligation or by order of any court or governmental agency, provided that prior to disclosure the *Consultant* consults the *Client* and takes full account of the *Client's* views about whether (and if so to what extent) the information should be disclosed,

- which it receives from a third party who lawfully acquired it and who is under no obligation restricting its disclosure,
- which is in the public domain at the time of disclosure other than due to the fault of the *Consultant* or
- with the consent of the *Client*.

ANNEX 1 – GENERAL HEALTH AND SAFETY REQUIREMENTS

1. Health and Safety

- 1.1. The *Client* seeks to achieve the goals of no accidents and no harm arising from services provided on behalf of the *Client*.
- 1.2. The *Client* wishes to draw the attention of the *Consultant* to the statutory legislation and Highways England documentation that must be applied and complied with, which the *Client* expects will operate in relation to this Contract.
- 1.3. The *Consultant* shall comply with the requirements of Highways England's safety passport scheme and ensure that all of his employees, and any of his subcontractor's, are registered in accordance with the implementation of the scheme.

2. Management of Health, Safety and Environment

2.1 *Consultant's* health, safety and environmental management system:

- (1) The *Consultant* develops a formal health, safety and environmental management system. This includes the operation of health and safety management systems, health surveillance and the development of a proactive health, safety and environmental culture. This follows the principles outlined in:
 - (a) the UK Health & Safety Executive's document HSG 65 "Successful Health & Safety Management", and
 - (b) BSI OHSAS 18001 Occupational Health and safety Management Systems - specification, or
 - (c) it must be a suitable and equivalent recognised health, safety and environmental management system.
- (2) The management system works to the principles of ISO 14001 environmental management systems,
- (3) The *Consultant* documents the management system and fully and effectively implements the management system prior to the commencement of the *works*,
- (4) The *Consultant* develops their health, safety and environmental management system with other Area contracts and frameworks to provide consistency of approach and interoperability, ensuring activities such as health and safety site induction is consistent between all other Area contracts and frameworks allowing seamless movement of workers between different sites within the Affected Property.

- (5) The *Consultant* interfaces and aligns their health, safety and environmental management system with the *Client's* health, safety and environmental management systems, policies, procedures and requirements.

2.2 SubConsultant's health, safety and environmental management system:

- (1) The *Consultant* ensures that any SubConsultants which are working under his control have a formal SubConsultants Health, Safety and Environmental Management System which fulfils the requirements set out above,
- (2) The *Consultant* submits a copy of the SubConsultant management system to the *Client* prior to commencement of the relevant Works or subsequent appointment of the SubConsultant. The *Client* has the right to approve this system or to suggest changes and amendments prior to approval of the system.

2.3 Medical fitness:

- (1) The *Consultant* formally advises the *Client* of any known medical disability or condition of any *Consultant's* employees or SubConsultant's employees or employees of any other related party of which the *Consultant* is aware which may adversely affect his/her own health or safety, or the health or safety of Others,
- (2) On request, the *Consultant* submits to the *Client* such records and/or other evidence as may be reasonably required by the *Client* to demonstrate compliance with this section.

2.4 Health assessment and control:

- (1) **Health Surveillance** - The *Consultant* ensure that his employees are provided with such health surveillance as is appropriate having regard to the risks to their health and safety which are identified by the risk assessment and in accordance with statutory legislation, including but not limited to health, safety and the environment.
- (2) **Wellbeing** - The *Client* recognises the benefits gained by offering wellbeing services for the prevention and identification of stress related illnesses. The *Consultant* makes such services available to their employees. The *Consultant* monitor and record working days lost due to illness and working days lost due to stress and introduce management systems for minimising ill health. This data is supplied on request to the *Client*.

2.5 Action to rectify breaches:

- (1) If, in the opinion of the *Client*, the *Consultant* is Providing the Works in a manner which is not to its satisfaction or constitutes a breach of any of the requirements of:
 - (a) any statutory legislation,
 - (b) the *Consultant's* management system, or
 - (c) the SubConsultant management system, or
 - (d) the *Client's* Health, Safety and Environmental Management System, or
 - (e) the *Consultant's* environmental management system, or
 - (f) the *Client's* environmental management system, or

the *Client* shall advise the *Consultant* accordingly by notice in writing.
- (2) Where the *Consultant* has been advised by the *Client* of a breach, the *Consultant* corrects the situation by the date specified by the *Client*.
- (3) The advice provided by the *Client* includes the *Client's* reasons for highlighting any breach and outline the steps required of the *Consultant* to rectify the said breach or failing in Providing the Works.

2.6 Health, safety and environmental culture:

- (1) The *Consultant*:
 - (a) operates Behavioural Safety Improvement Schemes, and
 - (b) participates in the European Week of Safety and Health initiatives.

2.7 Health, safety and environmental – exchange of information:

- (1) The *Client* provides information to the *Consultant* to enable the *works* to be performed in a safe manner,
- (2) A copy of the *Client's* health, safety and environmental policies, procedures, and guidance notes are listed in Annex 1,
- (3) The *Consultant* provides information in a manner and form specified by the *Client*.

2.8 Asbestos:

- (1) Where the *Client* knows asbestos to be present in any premises, the *Client* supplies information to the *Consultant* to enable work to take place safely in accordance with the Control of Asbestos at Work Regulations and the relevant Highways England standards and guidance documents,

- (2) The *Client* arranges for asbestos surveys and removal of asbestos by Others where required,
- (3) In the event that asbestos containing materials are required to remain in place, the *Consultant* ensures that the *works* are carried out safely and take into account the provisions of Control of Asbestos at Work Regulations.

2.9 Health and safety advice:

- (1) The *Consultant* retains access to competent health, safety and environmental advisers.
- (2) The minimum requirements for the *Consultant's* health and safety adviser(s) will be:
 - (a) corporate membership of IOSH and/or qualified to NEBOSH Construction Certificate or above,
 - (b) a minimum of two years' related experience as a health and safety adviser, and
 - (c) a good working knowledge of legislation, guidance and standards relevant to the proposed work.

2.10 Not Used.

2.11 Health, safety and environmental in construction:

- (1) The *Consultant* ensures that assets, including Materials and Equipment are used, installed, constructed and maintained in accordance with any legal requirements and the particular laws and *Client* standards and specifications

2.12 Incident investigation, reporting and follow-up:

- (1) The *Client* has the right to investigate any incidents wherever they may occur,
- (2) The *Consultant* provides the *Client* with unrestricted access at all reasonable times to the facilities, equipment, materials, employees and records of the *Consultant* and the SubConsultants for this purpose (subject to any statutory or contractual obligation prohibiting this access),
- (3) On receipt of a notification of an incident the *Consultant*, in line with the *Clients* standards, determines if a formal investigation is required, and if necessary follows the notification, investigation and reporting procedures as set out therein,

- (4) Nothing prevents the *Consultant* from carrying out its own investigation of an incident, and in such cases, the *Consultant* provides a copy of its completed incident report to the *Client*,
- (5) Investigations by the *Consultant* are undertaken by a competent person who has been trained in effective accident/incident investigation. The investigation report provides information on the circumstances surrounding the accident/incident and any remedial measures to be taken in order to prevent a recurrence. Relevant photographs and statements are provided as an integral part of the investigation report,
- (6) Where the *Consultant* is compiling a draft incident report, the *Consultant* shall discuss the findings of a draft report with the *Client* prior to the production of the final draft of such a report,
- (7) The *Consultant* shall implement applicable recommendations arising from incident investigations.

2.13 Incident statistics:

- (1) The *Consultant* shall, if requested by the *Client*, supply detailed reports of accident and incident statistics to the *Client* in a format and at periods specified by the *Client*.

2.14 Monitoring incident report:

- (1) The *Consultant* shall provide the *Client* with the following monitoring information no later than the tenth working day of each Month:
 - (a) a total of the number of man-hours worked on site during preceding Month,
 - (b) the average number of people employed during preceding Month,
 - (c) The numbers of:
 - (i) Fatal accidents,
 - (ii) Reportable diseases,
 - (iii) Dangerous occurrences,
 - (iv) Notifiable and reportable accidents,
 - (v) Lost time accidents greater than three days and less than seven days,
 - (vi) Minor accidents including no lost time and lost time up to and including 3 days,
 - (vii) Days lost from accidents in that Month,
 - (viii) Days lost from accidents occurring in previous Months.
- (2) The above information is presented for the preceding Month together with a summary sheet of the year-to-date.

2.15 Health, safety and environmental management audit:

- (1) The *Client* has unrestricted access at all reasonable times to the premises, Equipment and/or Materials, Employees and records of the *Consultant* and the SubConsultant(s) (subject only to any statutory or contractual obligation prohibiting the disclosure of any such records by the *Consultant*) to audit any or all of the *Consultants* health, safety and environmental management systems,
- (2) The *Consultant* shall implement all recommendations from such audits agreed by the *Client* within a timescale mutually agreed between the *Client* and the *Consultant*. The *Consultant* shall include in all subcontracts rights of access for the *Client* as described herein.

2.16 CDM compliance:

The *Consultant*:

- (1) discharges its obligations in respect of the *works* to which the CDM Regulations apply and provides the *Client* with evidence of compliance.

The *Consultant*:

- (2) reports to the *Client* within 24 hours, details of any serious incidents involving any person injured or killed in connection with any of the Services. Such incidents are reported through the Highways England's Accident and Incident Reporting System (AIRSweb),
- (3) operates an occupational health management system in line with the requirements of HSE's construction occupational health management model and
- (4) participates in working groups with the aim of improving health, safety and environmental and environmental management performance in relation to the following topics:
 - (a) Designing for health, safety and environmental in buildability and operability and maintenance,
 - (b) Construction health, safety and environmental improvement, and
 - (c) Sustainable design and sustainable construction.

2.17 Health, safety and environmental – charity based incentive schemes:

- (1) The *Client* supports and promotes the use of charity based incentive schemes as an aid to improving health, safety and environmental performance. It is a requirement that the *Consultant* also adopts

such schemes and shall include a combination of local and national charities if requested to do so by the *Client*.

3. Management of Road Risk

3.1 The *Client* supports and promotes the use of systems and procedures for the effective management of occupational road safety. The *Consultant* has similar systems in place in accordance with HSE guidance. This includes systems for assessing traffic management, driver competency, provision of training, vehicle maintenance, accident investigation and driver safety.

3.2 Training and competence of *Consultant's* employees:

- (1) The *Consultant* ensures that only *Consultant's* employees who are competent shall be provided for the performance of the *works*,
- (2) The *Consultant* provides to the *Client* information about the *Consultants* scheme for assuring competence of *Consultants* employees when requested to do so by the *Client*,
- (3) The *Consultant* provides to the *Client* records of training of *Consultants* employees when requested to do so by the *Client*,
- (4) Unless specified otherwise herein, all training of *Consultants* employees shall be at the *Consultants* cost,
- (5) Before commencement of the *works* the *Consultant* provides to the *Client* a signed summary statement that all *Consultants* employees are competent to undertake the roles for which they have been supplied. The *Consultant* provides further such summary statements to the *Client* as additional *Consultants* employees are introduced,
- (6) For those roles where no suitable recognised competence standards exist, the *Consultant* provides information on the selection criteria and/or method used to provide assurance of individual competence. These may include reference to the selection process used prior to employment, any subsequent appraisals of performance/competence and any relevant training and experience.

3.3 Substance abuse:

- (1) The *Consultant* is responsible for ensuring that *Consultants* employees, whilst engaged in the performance of the Contract, are not at any time in possession of, do not take, have not taken, and/or are not under the influence of any intoxicating substance, or alcohol, or drug, hereinafter referred to as a "prohibited substance". An 80 milligram percentage blood alcohol concentration, as prescribed by the current Road Traffic Act, is the cut-off level for alcohol in blood,

- (2) These requirements do not apply where necessary in the case of *Consultant's* employees possessing a prohibited substance for bona fide medical reasons, for which the *Consultant* has obtained the prior written approval of the *Client* for such *Consultant's* employees to be engaged in the performance of the *service*. The *Consultant* notifies the *Client* of any *Consultant's* employees who are undergoing a voluntary detoxification/rehabilitation programme whereupon the *Client* has the right to prevent such *Consultant's* employees from Providing the Works,
- (3) Where the *Client* is of the opinion that any of the *Consultant's* employees employed may be in contravention of any of these requirements, the *Client* has the right to carry out the following or insist that the *Consultant* performs the following:
 - (a) breath testing by breathalyser and/or urine testing by urinalysis as appropriate of such *Consultant 's* employees, and/or
 - (b) a search of personal possessions and/or immediate work area of such *Consultant's* employees for evidence of a prohibited substance or items associated therewith.
- (4) The *Consultant* does not subsequently employ those personnel who, whilst undergoing a pre-employment medical examination, are found to have taken any prohibited substance,
- (5) In the event that *Consultant's* employees refuse to undertake either the foregoing medical tests and/or search of person or possessions, or are tested positive or are found in possession of any prohibited substance or items associated therewith, the *Client* shall have the right to have such *Consultant's* employees immediately removed from the *site*,
- (6) Unless otherwise agreed to in advance in writing between the Parties, such *Consultant's* employees are thereafter not be employed to carry out any *service* under the Contract in any location whatsoever,
- (7) The *Consultant* ensures that all *Consultant's* employees are made aware of and comply with these requirements.

3.4 Security:

- (1) The *Client* requires the *Consultant* and *Consultant's* employees to consent to the searching at any time by an authorised representative of the *Client* of their person or of any article including, without limitation, any container, package, box, holdall, suitcase or vehicle

which is in the possession or use of *Consultant's* employees on *the site*, or being retained by the *Client* on behalf of the *Consultant* or *Consultant's* employees,

- (2) Any person not complying or unwilling to comply with the requirements above will not be permitted access to the *site* or shall be removed from the *site* and the *Client* shall not accept liability for any costs arising directly or indirectly out of such circumstances.

3.5 Employee safety:

- (1) The *Consultant* establishes and operates consultation arrangements in accordance with all applicable Laws. The *Consultant* establishes and operates a health, safety and environmental co-ordination.

4. Environment

4.1 Environmental and sustainable development management

- (1) Sustainable development offers opportunities for both the *Client* and the *Consultant*. It provides a way to assess long-term challenges and opportunities and identify and manage risk. For example, using resources efficiently reduces costs. Also a responsible attitude to local communities and the environment helps to maintain reputation and strong partnerships. Sustainable development drives continual improvement and looks for better ways of doing things.
- (2) In Providing the Works the *Consultant*:
 - (a) ensures that protecting and enhancing the environment is embedded into its business decision-making processes and is considered at all levels of operations,
 - (b) ensures the best practicable environmental outcomes across its activities, while working in the context of sustainable development and delivering value for money,
 - (c) considers the cumulative environmental impact of its activities across its network and identify holistic approaches to mitigate such impacts and improve environmental performance,
 - (d) where appropriate, works with others to develop solutions that can provide increased environmental benefits over those that it can achieve alone, where this delivers value for money,
 - (e) calculates and consider the carbon impact of road projects and factor carbon into decisions, and seek to minimise carbon emissions and other greenhouse gases from its operations,

- (3) The *Consultant* complies with statutory requirements and not in limitation thereof. The *Consultant* familiarises itself with the legislation which impacts upon its works and any approved codes of practice and guidance notes which are also applicable.
- (4) The *Consultant* ensures that all work delivered by them and their SubConsultants is covered by proportionate and appropriate environmental assessment in line with the *Client's* requirements and the Service Information. Where potential adverse environmental effects are identified, the *Consultant* will consult with the *Client's* environment team and seek advice before proceeding.
- (5) The *Consultant* provides details of its environmental management system, demonstrating that it works to the principles of ISO14001. These details will include a process for the identification and prioritisation of environmental and social impacts which prioritise the biggest risks from *Consultant* work. A summary report will be provided to the *Client* outlining highest identified risks and what mechanisms the *Consultant* has in place to mitigate them,
- (6) All environmental/sustainable information passed onto the *Consultant* by the *Client* is made available to all SubConsultants employed by the *Consultant* on *Client* related projects. SubConsultants are subject to regular basic environmental/sustainability awareness raising and training,
- (7) The *Client* has the right to employ an Environmental Clerk of Works to oversee the *Consultants* work where the circumstances require it.
- (8) Not Used.
- (9) Regulatory consents and other environmental consents and permissions are obtained as appropriate,
- (10) All environmental/planning consents are applied for by the relevant person/section to ensure that the environmental regulator has sufficient time to process the application and the application does not affect the relevant completion date,
- (11) The *Consultant* informs the *Client* of any environmental prosecutions by an environmental regulator and also report the number of category 1 and 2 pollution incidents (as defined by the Environment Agency) resulting from both direct and indirect Investment Programme work,
- (12) All complaints (either in written and verbal format) received by the *Consultant* linked to environmental, community or social issues will be recorded electronically. The *Consultant* demonstrates a system is

in place to record and manage complaints and general queries for environmental/sustainable information. This information will be reported to the *Client* on a quarterly basis,

- (13) Waste Management consignment notes are kept in line with the duty of care regulations and code of practice. The *Consultant* provides the volumes of waste sent to landfill and recycled on sites to the *Client* on a quarterly basis.

4.2 Environmental advice:

- (1) The *Consultant* retains access to competent Environmental Adviser(s). The minimum requirements for the *Consultant's* Environmental Adviser will be:
 - (a) degree in relevant discipline,
 - (b) Associate Membership of the Institute of Environmental Management and Assessment or similar,
 - (c) a minimum of two years related experience as an Environmental adviser, and
 - (d) a good working knowledge of legislation, guidance and standards relevant to the proposed work.

4.3 Energy requirements

- (1) The *Consultant* complies with Procurement Policy Note 7/14 entitled “Implementing Article 6 of Energy Efficiency Directive”
 - (a) in Providing the Works; and
 - (b) in the purchase of new products for use by *Consultant* partially or wholly for the purpose of Providing the Works comply with the standard for products in Directive 2012/27/EU.
- (2) The *Consultant* demonstrates to the *Client* how, through Providing the Works any new products purchased by the *Consultant* for use partially or wholly for the purpose of Providing the Works, complies with the requirements of Procurement Policy Note 7/14 entitled “Implementing Article 6 of the Energy Efficiency Directive”

ANNEX 2 – RECORDS

1. General

- 1.1 For the purpose of this annex, records shall include inventories.
- 1.2 The *Consultant* creates and maintains the records in the format and for the duration set out in this annex.
- 1.3 The Source/Usage column of Table 1 identifies, where applicable, the source document that defines the inventory/record type and the frequency at which or the circumstances under which the *Consultant* updates and amends the relevant records.
- 1.4 The *Consultant* ensures that records are maintained in an acceptable format such as:
 - Scanned electronic image (Acrobat .pdf or equivalent),
 - Editable electronic document (MSWord),
 - Editable electronic spreadsheet (MSExcel),
 - Electronic editable vectorised drawing format (.dwg AutoCAD format or equivalent),
 - Graphic electronic image in compressed (.jpg) format, or
 - Other formats compatible with the *Client's* Information Systems, reference documents or guidance manuals as agreed with the *Client*.
- 1.5 The *Consultant* may from time to time agree with the *Client* alternative acceptable formats in which the *Consultant* maintains records, taking into account advances and other developments in information systems. The *Consultant* implements any changes as agreed with the *Client*.
- 1.6 The *Consultant* creates and maintains (and ensures that any SubConsultants create and maintain) such records that are necessary to Provide the Works.
- 1.7 The *Consultant* provides information to the *Client* in the format required to enable the *Client* to prepare documentation for the invitation of tenders to support maintenance services, renewal and improvement schemes.
- 1.8 Where applicable, all records created or maintained electronically shall have the metadata (document properties) completed to the satisfaction of the *Client*.

2. Retention of Records

- 2.1 The *Consultant* retains all electronic, paper and other records in good order for the duration of this contract in such form as to be capable of audit (including electronic means) by the *Client*. The *Consultant* makes the records available for inspection by the *Client* at all reasonable times and provides copies of any records as requested by the *Client*.
- 2.2 The *Consultant* retains all electronic records:

- in an Electronic Document and Records Management System, or such other electronic system, as agreed by the *Client* so as to enable the *Client* to achieve its statutory record keeping responsibilities, and
- until the *completion date* or termination of this contract (unless the *Client* agrees otherwise) and subject to any applicable law or legal requirement imposing a different retention period.

2.3 The *Consultant* :

- preserves (in a manner which is compatible with the requirements of Annex 2 and the Information Systems used by the *Client*) documents, data, material and other records provided to it from the *starting date* to the *completion date*,
- securely disposes of obsolete paper records with the prior approval of the *Client* and
- prepares all records that it is obliged to produce, and regularly backs-up such records to avoid any damage to them (including loss of data or data corruption).

Table 1: Record Types		
Ref No.	Record Type	Source/Usage
1.	Agreements between the <i>Client</i> and Others	
2.	All Certificates issued by the <i>Consultant</i>	Wherever the <i>Consultant</i> is required to issue a certificate under the contract
3.	All information to be included in Health and Safety files	<i>Client</i>
4.	All Drawings/ plans/ maps	Whenever the <i>Consultant</i> is required to produce, update, amend or receive from others drawings, plans or maps in accordance with the contract
5.	All records/data required to populate reports under this contract to be issued by the <i>Consultant</i> .	
6.	Financial Records	All financial records required to be captured, recorded or updated by the <i>Consultant</i> , or required to substantiate or demonstrate validity of the financial transactions

Table 1: Record Types

Ref No.	Record Type	Source/Usage
7.	Photographic Images (High Resolution: 300DPI, Large file format)	Wherever the <i>Consultant</i> is required to obtain photographs including progress photographs
8.	All correspondence with Suppliers, SubConsultants and Others.	

National Asset Delivery Technical Surveys and Testing

Site Information for Arboricultural Safety Inspections (South) 2021-22

1 SITE INFORMATION

1.1 Site boundary, extents and access arrangements

The site boundary is the operational boundary across the specified areas of the network. The boundary can usually be identified by a post and rail fence, but other boundary treatments may be present.

The data provided via Confirm will indicate areas that require inspection so there should be no need to access areas of third party property.

Access to the soft estate will be on foot from an access point where contractor vehicles can be parked safely.

1.2 Soft Estate and Environment

The soft estate consists of areas of grass, trees, scrub and ponds. Areas of uneven ground will be encountered.

Price List					
Name	Arboricultural Safety Inspections (South) 2021-22				
Consultant	[Consultant to state name]				
Guidance notes & preamble for the <i>Consultant</i>					
<p>The <i>Consultant</i> is paid in accordance with Clause 50 & 51. The rates and prices entered in the Price List shall be deemed to be the full inclusive value of the work covered by the items</p> <p>You are required to submit a Rate or Price for each Item associated with Providing the Services</p> <p>Where an Item has specified Quantity, you should enter a value in the Rate column and the Price for each Item should be equal to the specified Quantity multiplied by your submitted Rate. Payment for these items will be made in accordance with the Contract i.e. total Quantity completed multiplied by the Rate.</p> <p>For Items where the unit is specified as 'lump sum' you should submit a Price only.</p> <p>All Rates and Prices must be quoted in pounds and whole new pence to two decimal places and exclude VAT. Any item priced as zero must be explained within your tender proposal.</p> <p>You should ensure the total is correct before submission. If necessary, the <i>Employer</i> may contact a tenderer whose Offer has required an arithmetical adjustment.</p>					
Price List Part 2					
Item No.	Item Description	Unit	Quantity	Rate	Price
1	Undertake tree safety inspections, in the high-risk areas, as detailed in the contract scope document to include tree inspections, data logging and production of tree work jobs etc.	km	141	£0.00	£0.00
2	Undertake tree safety inspections, in the medium-risk areas, as detailed in the contract scope document to include tree inspections, data logging and production of tree work jobs etc.	km	352	£0.00	£0.00
total of the Prices					£0.00

National Asset Delivery Technical Surveys and Testing

Instructions for Tenderers for Arboricultural Safety Inspections (South) 2021-22

**Deadline for Tender submission is
24/09/2021 – 12:00pm (noon)**

CONTENTS AMENDMENT SHEET

Amend. No.	Revision No.	Amendments	Initials	Date
0	0	Issued with Tender	SM	01/09/2021

List of Contents

1	THE TENDER PERIOD PROCESS	4
2	SUBMISSION OF TENDERS	8
3	TENDER ASSESSMENT PROCEDURE	9
4	TENDER AWARD	10

LIST OF ANNEXS

ANNEX A - TENDER DOCUMENTS

ANNEX B - INDICATIVE TENDER PERIOD TIMETABLE

ANNEX C - PROPOSALS FOR PROVIDING THE SERVICES

**ANNEX D - ASSESSMENT OF THE PROPOSALS FOR PROVIDING THE
SERVICES**

**ANNEX E - HIGHWAYS ENGLAND FAIR PAYMENT CHARTER AND ANTI
BRIBERY & ANTI FRAUD CODES OF CONDUCT**

1 THE TENDER PERIOD PROCESS

1.1 General

- 1.1.1 Highways England is seeking to appoint a Contractor to deliver the following project:

<u>Summary of project</u>	
Project title	Arboricultural safety Inspections (South) 2021-22
Pin	564399
Location	East Midlands Asset Delivery Network
Type of service	Arboriculture Surveys
Description of the service	Continuation of the tree safety inspection programme aimed at ensuring all reasonable steps are taken to identify and mitigate any foreseeable hazards from trees. To include inspection of trees as allocated and the logging of inspection data in the Confirm system, as well as the raising of tree work jobs to remediate significant tree hazards.
Estimated starting date	15/10/2021
Estimated completion date	01/04/2022

- 1.1.2 Full details on the requirements can be found within the Scope.
- 1.1.3 These Instructions for Tenderers have been issued to those firms that have passed the Registration Questionnaire which evidences their compliance with Highways England's acceptability criteria for the submission of a tender for the above type of survey.
- 1.1.4 If you have not passed the Registration Questionnaire then you will need to submit a Registration Questionnaire in addition to the requirements contained in this document. Or if you are interested in providing similar technical surveys and testing to the requirements of this tender, and would like to register your interest to receive notifications of future work, please email nationaltst@highwaysengland.co.uk and they will be able to explain our registration process and requirements.
- 1.1.5 This tender process seeks to determine the most economically advantageous tender. Please refer to section 3 for the assessment process.
- 1.1.6 Any queries or request for clarification relating to this tender must be made via the e-sourcing portal by the deadline stated in Annex B.
- 1.1.7 The contents of these Instructions and of any other documentation sent to Tenderers in respect of this tender process are provided on the basis that

they remain the property of Highways England. Tenderers must not release information concerning the tender documents for publication in the press or on radio, television, screen or any other medium. Tenderers must not disclose the fact that they are tendering or release details of the tender documents, other than on an "in confidence" basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing their tender response. Tenderers are required to conduct themselves in good faith in all dealings in relation to this tender process.

- 1.1.8 Under the Freedom of Information Act 2000 (as amended) ("the Act"), the Environmental Information Regulations 2004 ("EIR") and the Public Contracts Regulations 2015 as amended, Highways England may be obliged (subject to the application of any relevant exemptions and, where applicable, the public interest test) to disclose information relating to the tender process including any tenders received.
- 1.1.9 Under the Cabinet Office Efficiency Reform Group's Guidance Note dated December 2010 entitled "Transparency – Publication of New Central Government Contracts", or any later revision, Highways England is obliged to publish any contract resulting from this competition, excluding only information which is exempt from disclosure pursuant to the Act along with the EIR and PCR. The decision as to which materials are excluded from publication rests with Highways England in its sole discretion. Highways England's initial view is that the only materials likely to be excluded from publication on this basis are as follows:
- build-ups of the prices in the Price List (but not the total prices)
 - EIR information
- 1.1.10 Tenderers should be aware that Highways England could receive requests for any information relating to this contract or tender. While Highways England reserves its discretion in responding to any such information request, Tenderers are invited to request that certain information is not disclosed or published if to do so would prejudice their commercial interests or is otherwise exempt from disclosure under the Act. Requests for nondisclosure under the Act must accompany the tender and include clear and substantive justification and a time limit when any confidential information could be disclosed. The terms of any confidentiality agreement would, if requested, be available for disclosure. Any request by the Tenderer under this paragraph is for information only and will not be taken into account in the tender assessment process, nor will it form part of any contract between Highways England and the Tenderer.
- 1.1.11 Tenderers must immediately advise Highways England and seek approval of such change if

- (a) their ownership or the ownership of any member of their tendering consortium (or their parent company) changes, or
 - (b) any organisation involved in the preparation of this contract is acquired by them or by any member of their consortium (or an associated company).
- 1.1.12 If Highways England considers that a change in ownership has created a potential conflict or approval is not obtained, Highways England may exclude the Tenderer from the tender assessment and withdraw its Registration Certificate. If excluded, the Tenderer will be notified by the Procurement Officer.
- 1.1.13 If, at any time after the Registration Questionnaire stage or during the tender process and/or any subsequent contract, there is any change in circumstances which means that information submitted by the Tenderer is no longer correct or the Tenderer's ability to perform the contract materially deteriorates, the Tenderer must immediately inform Highways England in writing. Highways England may undertake any investigation it considers necessary and reserves the right to reconsider the Tenderer's ability to perform the contract and where necessary, disqualify a Tenderer who has previously passed the Registration Questionnaire stage of this procurement process.
- 1.1.14 Highways England reserves the right to disqualify any Tenderer that fails to inform or advise Highways England in accordance with paragraphs 1.1.11 and 1.1.12.
- 1.1.15 These Instructions are made in good faith. No warranty is given as to the accuracy or completeness of the information contained in it. Any liability or inaccuracy or incompleteness is expressly disclaimed by Highways England and its advisers. Tenderers are advised to satisfy themselves that they understand all of the requirements of the contract before submitting their tender.
- 1.1.16 Highways England reserves the right not to accept the lowest or any offer it receives and can cancel, amend or vary the tender process at any point and is not liable for any costs incurred by any tenderer.
- 1.1.17 Tenderers are deemed to understand fully the processes that Highways England is required to follow under relevant European and UK legislation, particularly in relation to the Public Contracts Regulations 2015 as amended.
- 1.1.18 All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public

procurement - including ensuring value for money and related aspects of good procurement practice.

- 1.1.19 For these purposes, Highways England may disclose within Government any of the Tenderer's documents and information (including any that the Tenderer considers to be confidential and/or commercially sensitive, such as specific bid information) submitted by the Tenderer to Highways England during this tender process. The information will not be disclosed outside Government. Tenderers taking part in this competition consent to these terms as part of the tender process.

1.2 Not Used.

1.3 Inspections

- 1.3.1 Tenderers wishing to visit any land or property associated with the contract must make their request within one week of the Invitation to Tender.
- 1.3.2 Liability for any damage or disturbance caused to such land or property rests with the Tenderer.

1.4 Form of Contract

- 1.4.1 The agreement for the project is based on the NEC3 professional services short contract April 2013 with additional conditions of contract listed in the Contract Data. Highways England is bound by the Public Contract Regulations 2015 and will not enter into any post tender negotiations on the conditions of contract. Any tenderer who is unwilling to accept the terms of the contract will be disqualified from the process.

2 SUBMISSION OF TENDERS

2.1 General

- 2.1.1 All tenders must be written in English and priced in Pounds Sterling.
- 2.1.2 Tenders must be submitted via Bravo and in accordance with these instructions and any tender amendments. The Tenderer must sign the Form of Tender and offers must remain open for acceptance for 90 calendar days from the tender return date.
- 2.1.3 Documents are to be returned in Microsoft Office 2010 or PDF compatible format. When uploading tender submissions into Highways England's e-Sourcing portal. No file is to be larger than 20MB.
- 2.1.4 Tenderers must return all information set out in Annex A.

3 TENDER ASSESSMENT PROCEDURE

3.1 Method

- 3.1.1 Highways England assessment of tenders will be carried out in two stages. In the first stage there will be a check for tender compliance to assess if the required documentation has been submitted.
- 3.1.2 In the second stage the Assessment Panel (“the Panel”) will assess the proposals and take account of the assessment criteria set out in Annex D and the financial aspect of the tenders.
- 3.1.3 The Panel will not have access to the financial information until after it has completed the assessment of the Proposals (please refer to Annex C).
- 3.1.4 During the evaluation period, Highways England reserves the right to seek clarification from any or all of the Tenderers solely to assist it in its consideration of their tender but shall be under no obligation to do so.
- 3.1.5 A tender that:
- (a) is not submitted in accordance with these Instructions and the tender documents including any tender amendments,
 - (b) is qualified or accompanied by statements or a covering letter that might be construed as rendering the tender equivocal or
 - (c) includes unauthorised alterations or additions made to any component of the tender documents,
- may result in the tender being rejected. Highways England’s decision will be final.

3.2 Financial Evaluation

- 3.2.1 The Panel will determine a price score for each compliant Tender with acceptable proposals on the following basis:
- (a) the total of the Prices in the Price List and
 - (b) if applicable, an allowance for the cost of TM associated with the Tenderer’s proposed method of working

- 3.2.2 If applicable, the allowance for the cost of the TM will be added to the Tenderer's total of the Prices and the Tenderer with the lowest overall total and acceptable proposal will be awarded the maximum score of 100%. The score of other Tenderers with acceptable proposals will be awarded on a pro-rata basis in the ratio of the lowest total divided by the actual total. For example, if the lowest total was £22,500 and your total was £25,000 you would be awarded a score of 90%. Table 1 below gives an example of how this would affect the prices.

Table 1 - Worked Example				
Description	Tenderer			
	Tenderer 1	Tenderer 2	Tenderer 3	Tenderer 4
Total of the Prices	£25,000.00	£33,400.00	£22,000.00	£45,000.00
Allowance for provision of TM	£10,000.00	£12,000.00	£20,000.00	£5,000.00
Total Cost	£35,000.00	£45,400.00	£42,000.00	£50,000.00
Rank	1	3	2	4
Percentage Score	100%	77%	83%	70%

4 TENDER AWARD

- 4.1.1 Highways England will consider awarding the contract to the Tenderer with the highest score.
- 4.1.2 Highways England will inform the successful and unsuccessful Tenderers of its decision including feedback on their tender.

ANNEXES

ANNEX A - TENDER DOCUMENTS

1 List of Documents included with Invitation to Tender

1.1 The following documents are provided to Tenderers:

<i>Document Title</i>	
1.	Instructions for Tenderers
2.	Contract Data including the <i>Consultant's Offer</i>
3.	Price List
4.	Scope
5.	Site Information

2 List of Documents to be returned with the Tender.

2.2 Tenderers are to note that all documents below must be completed and returned for their submission to be assessed as compliant. Failure to do so may result in the tender being rejected.

<i>Documents to be returned by Tenderer</i>
Signed and dated Form of Tender
Proposals for Providing the Services - Please refer to Annex C this should include as a minimum: <ul style="list-style-type: none"> • Programme • Health & Safety submission including a Risk Register
Completed <i>Consultant's Offer</i> – see p.9 of Contract Data document
A completed priced Price List – See guidance notes below
Any request for non-disclosure relating to Freedom of Information requests
Summary of Insurance policies required for the contract or confirmation that the required Insurances will be provided ¹

3 Price List Guidance

3.3 Tenderers are to provide a priced Price List.

3.4 The *Consultant* is paid in accordance with Clause 50 & 51. The rates and prices entered in the Price List shall be deemed to be the full inclusive value of the work covered by the items.

3.5 Tenderers must price:

¹ A relevant statement is included in the Form of Tender

- (a) all items and rates in the Price List,
 - (b) all items and rates to two decimal places and
 - (c) all items and rates separately.
- 3.6 Tenderers should avoid pricing any item as £0.00 (zero) or use terms such as included. Where the Tenderer wishes to price an item in this manner they should provide an explanation in their submitted tender. Where no explanation is provided, Highways England may contact the Tenderer for clarification.
- 3.7 Tenderers are not permitted to:
- (d) cross subsidise any item or rate within any other item or activity in the Price List,
 - (e) make any assumptions regarding the use or relevance of any item or rate in the Price List or
 - (f) Add or amend any item in the Price List.
- 3.8 Tenderers who price on any other basis and/or make any such assumptions will be rejected.

ANNEX B - INDICATIVE TENDER PERIOD TIMETABLE

Item	Activity	Date	Week
1	Commence Tender process	03/09/2021	
2	Tender Presentation	n/a	
3	Last Date for Tender Queries	17/09/2021	
4	Tender Return	24/09/2021	
5	Tender Assessment	27/09 - 01/10	
6	Award Contract & Feedback	01/10/2021	

ANNEX C - PROPOSALS FOR PROVIDING THE SERVICES**1 General**

- 1.1 Tenderers are required to submit their proposals to demonstrate how the Tenderer will Provide the Services and provide assurance to Highways England that they are competent of undertaking the project and capable of managing the risks involved in the project.
- 1.2 The Proposals are to include:
- a programme which meets with the requirements set out in the Scope
 - A Health & Safety submission which shall cover all requirements set out in Table D1
- 1.3 The proposals should be no greater than the stated word limit and the page limits are 10 sheets of A4 paper (20 sides). This page limit includes title pages, drawings, diagrams, flow charts and annexes. All Documents shall be in PDF or in a format compatible with MS Office.
- 1.4 Tenderers may use A3 paper in lieu of A4, but each A3 sheet will be counted as two A4 sheets. Text must be presented in a font no smaller than 11 point.

Table D1- Health and Safety Submission Requirements

<p>The Health and Safety Submission shall set out how the Tenderer will fulfil the requirements of the Management of Health and Safety at Work Regulations 1999 and how they will work with others as appropriate (including CDM Regulations 2015 duty holders) and the requirements of BS OHSAS 18001.</p> <p>Tenderers attention is drawn to Annex 1 of the supplementary constraints of the Scope which sets out specific requirements in relation to Health & Safety.</p> <p>Evidence shall be provided of the required skills knowledge and experience provided to fulfil these duty holder roles and to demonstrate that the Tenderer is able to deal with the key health and safety issues of the services to be undertaken.</p> <p>The submission shall include details of all of <i>Consultant's</i> proposed resources including any subcontractors (if known at point of Tender).</p> <p>As part of this submission a Risk Register which identifies the key hazards and health and safety risks relevant to the services and set out the proposed mitigations and measures that will implemented by the duty holders to manage those risks shall be included.</p> <p>The Risk Register shall also cover any of the wider risks the Tenderer identifies as being associated with the project eg inclement weather, global pandemics.</p>
<p>Evidence of having managed the key health and safety issues previously in high risk environments such as the highways environment, including local council work, or Network Rail environment (Max 500 words)</p>
<p>Explanation of how shortfalls in experience or risks associated with the services that have not been managed before, or have been managed but in a low risk environment, will be addressed (if none, state 'none') (Max 500 words)</p>

ANNEX D - ASSESSMENT OF THE PROPOSALS FOR PROVIDING THE SERVICES

1 Marking of the Proposals for Providing the Services

1.1 The Assessment Panel will determine the acceptability of the Tenderer's proposals using the following criteria:

- Does the programme illustrate that the Tenderer can provide the Services using the contract *access date*, *completion date* and any *key dates*?
- Does the programme cover the tasks/activities required for the project?
- Has the risk register correctly identified and assessed the main risks to achieving Highways England's requirements for the contract, produced appropriate mitigating actions, and have the programme included appropriate allowances for the risks?
- Are the proposed resources adequate for successful delivery of the project?
- Does the programme and resources proposed demonstrate that the tenderer can maintain the pace and level of observations and standard of inspection needed to ensure all foreseeable hazards are logged?
- Does the Health and Safety submission align with Table D1? Have the key health and safety risks been identified, with suitable mitigation measures detailed to manage the risks? Does the evidence provided give confidence in the tenderers ability to manage the key health and safety risks in a high risk environment? Where there are shortfalls in previous experience, or identified risks which have not been managed before in a high risk environment, does the explanation provided give confidence that the risks will be adequately managed by the tenderer during delivery of the services?

1.2 The proposals must satisfy all the criteria listed in-order to be deemed acceptable.

ANNEX E - HIGHWAYS ENGLAND FAIR PAYMENT CHARTER AND ANTI BRIBERY & ANTI FRAUD CODES OF CONDUCT

Highways England, working with its suppliers in good faith and in a spirit of mutual trust and respect, is committed to meeting the principles of fair payment, meeting the principles of anti-bribery (as enacted in the Bribery Act 2010 and Ministry of Justice guidance) and working fairly, honestly and with integrity and transparency.

As a supplier to Highways England you are therefore expected to strive to meet the commitments set out in Highways England's Fair Payment Charter and Anti Bribery & Anti Fraud Codes of Conduct which can be located once you log into Bravo File Share:

<https://highways.bravosolution.co.uk/web/login.shtml>

- 1) Go to File Sharing> Files> Directories
- 2) Click on Directory titled 'TST Supplier Area'

Note: Tenderers are not required to return signed copies.

National Asset Delivery Technical Surveys and Testing

Contract Documents for Arboricultural Safety Inspections (South) 2021-22

CONTENTS AMENDMENT SHEET

[illegible]

1. Contract Data

- The *Client* is Highways England Company Limited a company incorporated in and in accordance with the laws of England and Wales having as its registered number 09346363 of Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ.
- The *services* are to provide Arboricultural surveys on the Area 7 network.
- The *Scope* is in the document entitled '564399 - Area 7 - Arboricultural safety Inspections (South) 2021-22 – Scope'.
- The *starting date* is 15th October 2021.
- The *completion date* is 1st April 2022.
- The *delay damages* for late Completion are £NIL per day.
- The *law of the contract* is the law of England and Wales, subject to the jurisdiction of the Courts of England and Wales.
- The *period for reply* is 1 week.
- The defects date is 52 weeks after Completion.
- The *assessment day* is the last day of each month.
- The period for payment is three weeks.
- The interest rate for this contract is, unless the provisions of the Late Payment of Commercial Debts (Interest) Act 1998 otherwise require, 3% per annum above the Bank of England base rate in force from time to time.
- The *Consultant* provides the following insurance cover

Insurance against	Minimum amount of cover	Period following Completion or earlier termination
Failure of the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	£5,000,000 in respect of any one claim the number of claims being unlimited in any annual policy period and in the annual aggregate in respect of pollution and contamination, with an inner limit of £1,000,000 in the annual aggregate in respect of asbestos	from the <i>starting date</i> until 6 years following completion of the whole of the services or earlier termination
Death of or bodily injury to	£10,000,000 for any one	from the <i>starting</i>

a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	occurrence without limit to the number of occurrences (except for claims arising out of pollution, contamination and products liability, where the minimum amount of cover applies in the aggregate in any one annual period of insurance)	<i>date</i> until all notified Defects have been corrected or earlier termination
Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	£10,000,000 for any one occurrence without limit to the number of occurrences	from the <i>starting date</i> until all notified Defects have been corrected or earlier termination

- The *Client* does not provide any insurance cover.
- The *Consultant's* total liability to the *Client* for matters for which insurance is provided is

Failure to use the skill and care normally used by professionals providing services similar to the *services*: £5,000,000 in respect of any one claim but in the aggregate in each year of insurance in respect of claims arising out of pollution or contamination and £1,000,000 in the aggregate in each year of insurance in respect of claims arising out of asbestos.

Loss of or damage to property resulting from an action or failure to take action by the *Consultant*: £10,000,000 for any one occurrence but in the aggregate in each year of insurance in respect of claims arising out of pollution or contamination.

The *Consultant's* liability for death of or bodily injury to persons arising under or in connection with this contract is unlimited.

- The *Consultant's* total liability to the *Client* for other matters is: £10,000,000.

- The adjudicator is the person chosen by the Parties from the list of adjudicators published by the Institution of Civil Engineers.
- The adjudicator nominating body is the Institution of Civil Engineers.
- The *tribunal* is arbitration.
- The *arbitration procedure* is the Institution of Civil Engineers Arbitration Procedure (April 2012).
- The place where arbitration is to be held is London.
- The person who will choose the arbitrator
 - if the Parties cannot agree a choice or
 - if the arbitration procedure does not state who selects an arbitrator
 is the President for the time being of the Institution of Civil Engineers or his nominee.
- The *conditions of contract* are the NEC3 Professional Services Short Contract (April 2013) and the following additional conditions:

Clause Z1 Conditions of Contract

Identified and defined terms

Insert the following definitions into clause 11.2:

“(8) Intellectual Property Rights are any current and future legal and equitable interests in patents, trademarks, design rights, copyright, know-how and other similar rights, whether or not registered or capable of registration.

(9) RIDDOR Incident is an incident occurring under any contract between

- the *Consultant* or a company associated with the *Consultant* and
- the *Client* or any other person

which results in death or serious injury to any worker or non-worker and for which the *Consultant* is responsible under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (or any replacement of it).”

Assessing compensation events

At the end of clause 63.2 insert the following sentence:

“If the Parties agree, a compensation event is assessed using lump sums.”

Clause Z2 Corrupt practices

Z2.1 The *Consultant* does not

- offer or give to any person in the service of the *Client* any gift or consideration of any kind as an inducement or reward in relation to the obtaining or execution of this contract or any other contract with the *Client* or for showing favour or disfavour to any person in relation to this contract or any other contract with the *Client*, or
- enter into this contract or any other contract with the *Client* if, in connection with this contract or any such other contract,

commission has been paid or an agreement for the payment of commission has been made by him or on his behalf or to his knowledge.

Z2.2 A failure to comply with this condition is treated as a substantial failure by the *Consultant* to comply with his obligations.

Clause Z3 Recovery of sums due from *Consultant*

Z3.1 Where under this contract, or any other contract between the *Consultant* and the *Client*, any sum of money is recoverable from or payable by the *Consultant*, such sum may be deducted from, or reduced by, the amount of any sum or sums then due or which at any time after may become due to the *Consultant* under this contract or any other contract with the *Client*.

Clause Z4 Discrimination, Bullying and Harassment

Z4.1 The *Consultant* indemnifies the *Client* against all costs, charges, expenses (including legal and administrative expenses) and payments made by the *Client* arising out of or in connection with any investigation or proceedings under the Discrimination Acts resulting from any act or omission of the *Consultant*.

Clause Z5 Subconsulting – RIDDOR

Z5.1 Before appointing a proposed subconsultant or allowing a subconsultant to appoint a proposed subsubconsultant, the *Consultant* submits to the *Client* for acceptance details of any RIDDOR Incident under any contract for which the proposed subconsultant or subsubconsultant is responsible and of any enforcement action brought against the proposed subconsultant or subsubconsultant.

Z5.2 The *Consultant* does not appoint the proposed subconsultant (or allow the subconsultant to appoint the proposed subsubconsultant) until the *Client* has accepted the submission. A reason for not accepting the submission is that the *Client* is not satisfied that the proposed subconsultant or subsubconsultant has put in place adequate measures to ensure that the RIDDOR Incident or enforcement action will not recur.

Z5.3 If requested by the *Client*, the *Consultant* provides further information to support, update or clarify a submission under clause Z5.1.

Z5.4 If, following the acceptance of a submission under clause Z5.2, it is found that the subconsultant or subsubconsultant has not put in place adequate measures to ensure that the RIDDOR Incident or enforcement action will not recur, the *Client* may instruct the *Consultant* to

- replace the subconsultant or
- require the subconsultant to replace the subsubconsultant.

Clause Z6 Value Added Tax (VAT) Recovery

- Z6.1 Where under this contract any amount is calculated by reference to any sum which has been or may be incurred by any person, the amount shall include any VAT in respect of that amount only to the extent that such VAT is not recoverable as input tax by that person (or a member of the same VAT group) whether by set off or repayment.

Clause Z7 Intellectual Property Rights

- Z6.1 All Intellectual Property Rights in material created by or on behalf of the *Client* in connection with this contract are the property of the *Client*.
- Z6.2 The *Consultant* assigns to the *Client* all present and future Intellectual Property Rights in all material created by the *Consultant* or any subconsultant in Providing the Services. The *Consultant* obtains from a subconsultant equivalent rights over the material prepared by the subconsultant.

Clause Z8 Removal of services

- Z8.1 The *Client* may instruct the *Consultant* that for urgent reasons of health and safety, part or all of the *services* is to be temporarily removed from this contract. The *Consultant* acknowledges that the *Client* may himself provide or may appoint another supplier in place of the *Consultant* to provide work similar to the removed *services* (or part of them).
- Z8.2 An instruction given under clause Z8.1 is assessed as a compensation event, except that if the instruction is given because of a substantial failure by the *Consultant* to comply with his obligations, the assessment includes a deduction of the forecast of the additional cost to the *Client* of completing the removed *services*.

Clause Z9 Termination – PCRs, Regulation 73

- Z9.1 The *Client* may terminate the *Consultant's* obligation to Provide the Services if one of the mandatory or discretionary grounds for exclusion referred to in regulation 57 of the Public Contracts Regulations 2015 applied to the *Consultant* at the date of this contract. This is treated as a termination because of a substantial failure of the *Consultant* to comply with his obligations.
- Z9.2 The *Client* may terminate the *Consultant's* obligation to Provide the Services if
- this contract has been subject to a substantial modification which would have required a new procurement procedure pursuant to regulation 72 of the Public Contracts Regulations 2015 or

- the Court of Justice of the European Union declares, in a procedure under Article 258 of the Treaty on the Functioning of the European Union, that a serious infringement of the obligations under the European Union Treaties and the Public Contracts Directive has occurred.

If the modification or infringement was due to a default by the *Consultant*, this is treated as a termination because of a substantial failure of the *Consultant* to comply with his obligations.

Clause Z10 *Consultant's premises and Access and Storage to Client's Data*

Z10.1 In this contract

Risk Assessment is a full risk assessment and security review carried out by the *Client* in accordance with this contract.

Offshore is a location outside the United Kingdom of Great Britain and Northern Ireland.

Z10.2 Any failure of the *Client* to gain approval for storing information Offshore or allowing access to information from an Offshore location in accordance with this contract

- is not a compensation event and
- does not relieve the *Consultant* from his obligation to Provide the Services.

Z10.3 Failure of *premises to pass the Risk Assessment*

- is not a compensation event and
- does not relieve the *Consultant* from his obligation to Provide the Services.

Z10.4 The *Consultant* pays the *Client's* costs associated with undertaking any Risk Assessment.

2. The *Consultant's* Offer

The *Consultant* is

Name

Address

Telephone Fax

E-mail address

The name, job, qualifications and experience of the *Consultant's key people* are in
[*Consultant to insert reference*]

The *staff rates* are

Person or Job	Unit of Measurement	Rate
.....
.....
.....
.....
People not stated here at open market or competitively tendered prices		

The offered total of the Prices is

3. Price List

The Price List can be found in '564399 - Area 7 - Arboricultural safety Inspections (South) 2021-22 - Price List'.

National Asset Delivery Technical Surveys and Testing

Form of Tender for Arboricultural Safety Inspections (South) 2021-22

FORM OF TENDER

To: HIGHWAYS ENGLAND COMPANY LIMITED a company incorporated in and in accordance with the laws of England and Wales having as its registered number 09346363 of Bridge House, 1 Walnut Tree Close, Guildford, Surrey, England, GU1 4LZ ("the *Employer*")

at: Stirling House, Lakeside Court, Osier Drive, Sherwood Business Park, Nottinghamshire, NG15 0DS

This tender relates to the provision of services in relation to arboriculture survey on the Area 7 network.

Having examined

- the conditions of contract, being the NEC3 professional services short contract (April 2013) and any Z Clauses,
- the Contract Data,
- the Scope,

and all published tender amendments and clarifications, we offer to Provide the Services for a sum to be determined in accordance with the conditions of contract.

The following completed documents forming part of our offer are also returned with this tender:

Volume 1: Proposals for Providing the Services

- Completed Health & Safety Plan
- Programme
- [Tenderer to state any other information that they have provided which form part of their Proposals for Providing the Services]

Volume 2:

- Completed Consultant's Offer
- a Price List
- a summary of relevant insurance policies and certificates where appropriate
- any request made for non-disclosure under the Freedom of Information Act 2000.

We confirm that we have fully completed and returned, or uploaded onto Bravo, all the above listed documents, including all necessary attachments.

We understand that you are not bound to accept the lowest or any tender received, nor are Highways England liable for any tender costs we have incurred should you choose not to award a tender or the process is cancelled for whatever reason.

We agree that you may disclose any information and documents submitted by us during this procurement more widely within Government for the purpose of ensuring effective cross - Government procurement processes, including value for money and related purposes.

We agree that we will meet with the commitments set out in Highways England's Anti Bribery and Anti Fraud Codes of Conduct and strive to meet the commitments set out in Highways England Fair Payment Charter.

We confirm that we have, or will have, the correct level of insurance(s) and that we agree to present all such certificates and documentation as required by Highways England prior to contract award and confirm that we will take responsibility for dealing with claims or parts of such claims within our insured excess amounts.

We certify that this tender is made in good faith and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not, and we undertake that we will not:

- (1) before the award of any contract for the services:
 - (a) communicate to any person other than the *Employer* the amount or approximate amount of the tender or proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender;
 - (b) enter into any agreement or arrangement with any person that they shall refrain from tendering or as to the amount of any tender to be submitted;
- (2) Pay, give or offer or agree to pay or give any sum of money or other valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the *service*, any act or thing of the sort described at (1)(a) or (1)(b) above.

We also certify that the principles described in paragraph (1) and (2) above have been, or will be, brought to the attention of all subcontractors, suppliers and associated companies providing services or materials connected with the tender and any contract entered into with such subcontractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.

In this certification, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions. The word "person" includes any

persons and anybody or association, corporate or un-incorporate; "any agreement or arrangement" includes any transaction, formal or informal and whether legally binding or not; and "the services" means the services in relation to which this tender is made.

This offer is open for acceptance for a period of 90 calendar days after the tender return date.

To help Government develop its procurement policy in respect of small businesses, the Department needs to gather information about the size of the organisations we invite to tender. Please tick one of the following boxes:

- Please tick here if your organisation has between 1 and 50 employees ☐
- Please tick here if your organisation has between 51 and 249 employees ☐
- Please tick here if your organisation has 250 or more employees ☐

In addition:

- Please tick here if your organisation is a registered company ☐

[Tenderer to include the text below (in red) if the tenderer is an unincorporated Joint Venture, otherwise delete.]

We are a consortium and we attach here a statement signed by all members of our consortium confirming the legal form of the entity which will enter into a formal Agreement with you, if this offer is accepted. Where our consortium intends to contract as an unincorporated joint venture, we also confirm that (if selected) each of the consortium members will accept joint and several liability for all of the Consultant's obligations under the contract.

Dated this day of 20.....

Signature In capacity of

Name (e.g. Director, Secretary, etc.)
(in capitals)

Duly authorised to sign tenders for and on behalf of:

.....

Registered address..... Tel no

..... Fax no

..... E-mail