

The following documentation is the complete set of Procurement documents for the Arboricultural Services South East tender. This documentation is published here in accordance with Regulation 53 of the Public Contracts Regulations 2015, which requires contracting authorities to provide unrestricted and full direct access free of charge to the procurement documents from the date of publication in the Official Journal of a contract notice.

This documentation is provided for information only. Should you wish to bid for this tender opportunity, you are required to register on the English Heritage Procurement portal at:

<https://in-tendhost.co.uk/english-heritage/aspx/Home>

You will then be able to express interest in this contract opportunity and download an editable version of the Pre-Qualification Questionnaire (PQQ). This should be completed and submitted via the portal no later than the date stated in the PQQ.

English Heritage

Arboricultural Works – South East Region

Pre-Qualification Questionnaire Core Questions

Notes for completion

1. The “authority” means the public sector contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable Suppliers to participate in this procurement process.

2. “You”/ “Your” or “Supplier” means the body completing these questions **i.e. the legal entity seeking to be invited to the next stage of the procurement process and responsible for the information provided.** The ‘Supplier’ is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 and could be a registered company; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.

3. This Pre-Qualification Questionnaire (PQQ) has been designed to assess the suitability of a Supplier to deliver the authority’s contract requirement(s). If you are successful at this stage of the procurement process, you will be selected for the subsequent Invitation to Tender stage of the process.

4. Please ensure that all questions are completed in full, and in the format requested. Failure to do so may result in your submission being disqualified. If the question does not apply to you, please state clearly ‘N/A’.

5. Should you need to provide additional Appendices in response to the questions, these should be numbered clearly and listed as part of your declaration. A template for providing additional information is provided at the end of this document.

6. Please return a completed version of this document via the In-Tend e-procurement portal at :

<https://in-tendhost.co.uk/english-heritage/asp/Home>

no later than: ?????

Verification of Information Provided

7. Whilst reserving the right to request information at any time throughout the procurement process, the authority may enable the Supplier to self-certify that there are no mandatory/ discretionary grounds for excluding their organisation. When requesting evidence that the Supplier can meet the specified requirements (such as the questions in section 7 of this PQQ relating to Technical and Professional Ability) the authority may only obtain such evidence after the final tender evaluation decision i.e. from the winning Supplier only.

Sub-contracting arrangements

8. Where the Supplier proposes to use one or more sub-contractors to deliver some or all of the contract requirements, a separate Appendix should be used to provide details of the proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.

9. The authority recognises that arrangements in relation to sub-contracting may be subject to future change, and may not be finalised until a later date. However, Suppliers should be aware that where information provided to the authority indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the Supplier to proceed with the procurement process or to provide the supplies and/or services required. Suppliers should therefore notify the authority immediately of any change in the proposed sub-contractor arrangements. The authority reserves the right to deselect the Supplier prior to any award of contract, based on an assessment of the updated information.

Consortia arrangements

10. If the Supplier completing this PQQ is doing so as part of a proposed consortium, the following information must be provided;

- names of all consortium members;
- the lead member of the consortium who will be contractually responsible for delivery of the contract (if a separate legal entity is not being created); and
- if the consortium is not proposing to form a legal entity, full details of proposed arrangements within a separate Appendix.

11. Please note that the authority may require the consortium to assume a specific legal form if awarded the contract, to the extent that a specific legal form is deemed by the authority as being necessary for the satisfactory performance of the contract.

12. All members of the consortium will be required to provide the information required in all sections of the PQQ as part of a single composite response to the authority i.e. each member of the consortium is required to complete the form.

13. Where you are proposing to create a separate legal entity, such as a Special Purpose Vehicle (SPV), you should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity in a separate Appendix.

14. The authority recognises that arrangements in relation to a consortium bid may be subject to future change. Suppliers should therefore respond on the basis of the arrangements as currently envisaged. Suppliers are reminded that the authority must be immediately notified of any changes, or proposed changes, in relation to the bidding model so that a further assessment can be carried out by applying the selection criteria to the new information provided. The authority reserves the right to deselect the Supplier prior to any award of contract, based on an assessment of the updated information.

Confidentiality

15. When providing details of contracts in answering section 6 of this PQQ (Technical and Professional Ability), the Supplier agrees to waive any contractual or other confidentiality rights and obligations associated with these contracts.

16. The authority reserves the right to contact the named customer contact in section 6 regarding the contracts included in section 6. The named customer contact does not owe the authority any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.

17. The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the Public Contracts Regulations.

1 - Supplier information

Scoring guidance – this section is not scored

1.1 Supplier details	Answer	
Please indicate which lot(s) your organisation is bidding for. Bidders may bid for either or both lots	Lot 1 East Sites Lot 2 West sites	Y/N Y/N
Full name of the Supplier completing the PQQ		
Registered company address		
Registered company number		
Registered charity number		
Registered VAT number		
Name of immediate parent company		
Name of ultimate parent company		
Please mark 'X' in the relevant box to indicate your trading status	i) a public limited company	<input type="checkbox"/> Yes
	ii) a limited company	<input type="checkbox"/> Yes
	iii) a limited liability partnership	<input type="checkbox"/> Yes
	iv) other partnership	<input type="checkbox"/> Yes
	v) sole trader	<input type="checkbox"/> Yes
	vi) other (please specify)	<input type="checkbox"/> Yes
Please mark 'X' in the relevant boxes to indicate whether any of the following classifications apply to you	i) Voluntary, Community and Social Enterprise (VCSE)	<input type="checkbox"/> Yes
	ii) Small or Medium Enterprise (SME) ¹	<input type="checkbox"/> Yes
	iii) Sheltered workshop	<input type="checkbox"/> Yes

¹ See EU definition of SME: <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>

	iv) Public service mutual	<input type="checkbox"/> Yes
1.2 Bidding model		
Please mark 'X' in the relevant box to indicate whether you are;		
a)	Bidding as a Prime Contractor and will deliver 100% of the key contract deliverables yourself	<input type="checkbox"/> Yes
b)	Bidding as a Prime Contractor and will use third parties to deliver <u>some</u> of the services If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.	<input type="checkbox"/> Yes
c)	Bidding as Prime Contractor but will operate as a Managing Agent and will use third parties to deliver <u>all</u> of the services If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.	<input type="checkbox"/> Yes
d)	Bidding as a consortium but not proposing to create a new legal entity. If yes, please include details of your consortium in the next column and use a separate Appendix to explain the alternative arrangements i.e. why a new legal entity is not being created. Please note that the authority may require the consortium to assume a specific legal form if awarded the contract, to the extent that it is necessary for the satisfactory performance of the contract.	<input type="checkbox"/> Yes <u>Consortium members</u> <u>Lead member</u>
e)	Bidding as a consortium and intend to create a Special Purpose Vehicle (SPV). If yes, please include details of your consortium, current lead member and intended SPV in the next column and provide full details of the bidding model using a separate Appendix.	<input type="checkbox"/> Yes <u>Consortium members</u> <u>Current lead member</u> <u>Name of Special Purpose Vehicle</u>

1.3 Contact details	
Supplier contact details for enquiries about this PQQ	
Name	
Postal address	
Country	
Phone	
Mobile	
E-mail	

1.4 Licensing and registration (please mark 'X' in the relevant box)		
1.4.1	<p>Registration with a professional body</p> <p>If applicable, is your business registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set out in Annex XI of directive 2014/24/EU) under the conditions laid down by that member state).</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please provide the registration number in this box.</p>
1.4.2	<p>Is it a legal requirement in the state where you are established for you to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please provide additional details within this box of what is required and confirmation that you have complied with this.</p>

2 - Grounds for mandatory exclusion

Scoring guidance – please see below

You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).

If you have answered “yes” to question 2.2 on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position please provide details using a separate Appendix. You may contact the authority for advice before completing this form.

2.1 Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?	Please indicate your answer by marking 'X' in the relevant box.	
	Yes	No
(a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;		
(b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;		
(c) the common law offence of bribery;		
(d) bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;		
(e) any of the following offences, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:		
(i) the offence of cheating the Revenue;		
(ii) the offence of conspiracy to defraud;		
(iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;		
(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;		
(v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;		

(vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;		
(vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;		
(viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or		
(ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;		
(f) any offence listed—		
(i) in section 41 of the Counter Terrorism Act 2008; or		
(ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;		
(g) any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);		
(h) money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;		
(i) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;		
(j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;		
(k) an offence under section 59A of the Sexual Offences Act 2003;		
(l) an offence under section 71 of the Coroners and Justice Act 2009		
(m) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or		
(n) any other offence within the meaning of Article 57(1) of the Public Contracts Directive—		

(i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or		
(ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.		
<p><u>Non-payment of taxes</u></p> <p>2.2 Has it been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?</p> <p>If you have answered Yes to this question, please use a separate Appendix to provide further details. Please also use this Appendix to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines?</p>		

3. Grounds for discretionary exclusion

Scoring guidance – please see below

The authority may exclude any Supplier who answers ‘Yes’ in any of the following situations set out in paragraphs (a) to (i);

3.1 Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.	Please indicate your answer by marking ‘X’ in the relevant box.	
	Yes	No
(a) your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contracts Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time;		
(b) your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;		
(c) your organisation is guilty of grave professional misconduct, which renders its integrity questionable;		
(d) your organisation has entered into agreements with other economic operators aimed at distorting competition;		
(e) your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contracts Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures;		
(f) the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures;		
(g) your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;		
(h) your organisation— (i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or (ii) has withheld such information or is not able to submit		

supporting documents required under regulation 59 of the Public Contracts Regulations 2015; or		
(i) your organisation has undertaken to		
(aa) unduly influence the decision-making process of the contracting authority, or		
(bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or		
(j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.		

Conflicts of interest

In accordance with question 3.1 (e), the authority may exclude the Supplier if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Supplier to inform the authority, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the authority should not represent a conflict of interest for the Supplier.

Taking Account of Bidders' Past Performance

In accordance with question (g), the authority may assess the past performance of a Supplier (through a Certificate of Performance provided by a Customer or other means of evidence). The authority may take into account any failure to discharge obligations under the previous principal relevant contracts of the Supplier completing this PQQ. The authority may also assess whether specified minimum standards for reliability for such contracts are met.

In addition, the authority may re-assess reliability based on past performance at key stages in the procurement process (i.e. Supplier selection, tender evaluation, contract award stage etc.). Suppliers may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

'Self-cleaning'

Any Supplier that answers 'Yes' to questions 2.1, 2.2 and 3.1 should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively "self cleans" the situation referred to in that question. The Supplier has to demonstrate it has taken such remedial action, to the satisfaction of the authority in each case.

If such evidence is considered by the authority (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process.

In order for the evidence referred to above to be sufficient, the Supplier shall, as a minimum, prove that it has;

- paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
- clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
- taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the Supplier shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the authority to be insufficient, the Supplier shall be given a statement of the reasons for that decision.

4 - Economic and Financial Standing

Scoring guidance – The Financial information will be used to carry out a Financial Evaluation and the Authority reserves the right to exclude your organisation should the finances give cause for significant concern.

	FINANCIAL INFORMATION									
4.1	<p>Please provide one of the following to demonstrate your economic/financial standing;</p> <p>Please indicate your answer with an 'X' in the relevant box.</p> <table border="1"> <tr> <td>(a) A copy of the audited accounts for the most recent two years</td> <td></td> </tr> <tr> <td>(b) A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation</td> <td></td> </tr> <tr> <td>(c) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position</td> <td></td> </tr> <tr> <td colspan="2">(d) Alternative means of demonstrating financial status if any of the above are not available (e.g. Forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).</td> </tr> </table>		(a) A copy of the audited accounts for the most recent two years		(b) A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation		(c) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position		(d) Alternative means of demonstrating financial status if any of the above are not available (e.g. Forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	
(a) A copy of the audited accounts for the most recent two years										
(b) A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation										
(c) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position										
(d) Alternative means of demonstrating financial status if any of the above are not available (e.g. Forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).										
4.2	Where the authority has specified a minimum level of economic and financial standing and/or a minimum financial threshold within the evaluation criteria for this PQQ, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out here.	<input type="checkbox"/> Yes <input type="checkbox"/> No								
4.3	<p>(a) Are you are part of a wider group (e.g. a subsidiary of a holding/parent company)?</p> <p>If yes, please provide the name below:</p> <table border="1"> <tr> <td>Name of the organisation</td> <td></td> </tr> <tr> <td>Relationship to the Supplier completing the PQQ</td> <td></td> </tr> </table> <p>If yes, please provide Ultimate / parent company accounts if available.</p> <p>If yes, would the Ultimate / parent company be willing to provide a guarantee if necessary?</p>	Name of the organisation		Relationship to the Supplier completing the PQQ		<input type="checkbox"/> Yes <input type="checkbox"/> No				
Name of the organisation										
Relationship to the Supplier completing the PQQ										

	If no, would you be able to obtain a guarantee elsewhere (e.g from a bank?)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No

5 – Technical and Professional Ability

Scoring guidance: The Historic Landscape & Veteran Tree Management examples will be scored out of 30 marks each. The Other clients example will be scored out of 5

5	Relevant experience and contract examples			
	<p>Please provide details of up to <u>three</u> contracts, in each of the categories below, that are relevant to the authority's requirement. Contracts for supplies or services should have been performed during the past <u>three</u> years. Works contracts may be from the past <u>five</u> years, and VCSEs may include samples of grant funded work.</p> <p>The named customer contact provided should be prepared to provide written evidence to the authority to confirm the accuracy of the information provided below.</p> <p>Consortia bids should provide relevant examples of where the consortium has delivered similar requirements; if this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle will be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the principal intended provider(s) or sub-contractor(s) who will deliver the supplies and services.</p>			
	Contract Category	Historic Landscape & Gardens related	Veteran Tree Management	Other clients
5.1	Name of customer			

	organisation			
5.2	Point of contact in customer organisation Position in the organisation E-mail address			
5.3	Contract start date Contract completion date Estimated Contract Value			
5.4	In no more than 500 words, please provide a brief description of the contract delivered including evidence as to your technical capability in this market.			
5.5 If you cannot provide at least one example for questions 6.1 to 6.4, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up.				

6. Additional PQQ modules

Scoring guidance – please see individual question

Suppliers who self-certify that they meet the requirements for these additional modules will be required to provide evidence of this if they are successful at contract award stage. Please indicate your answer by marking 'X' in the relevant boxes.

A - Insurance

1.	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:</p> <p>Employer's (Compulsory) Liability Insurance = £5million</p> <p>* It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p> <p>Pass/Fail question</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
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B - Health and Safety

1.	<p>Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.</p> <p>Pass/Fail question</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	<p>Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?</p> <p>If your answer to this question was "Yes", please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</p> <p>The authority will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

	the bidder(s) can demonstrate to the authority's satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.	
3.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations? Pass/Fail question	<input type="checkbox"/> Yes <input type="checkbox"/> No

7 - Declaration

	<p>I declare that to the best of my knowledge the answers submitted to these questions are correct. I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement, and I am signing on behalf of..... (Insert name of Supplier).</p> <p>I understand that the authority may reject my submission if there is a failure to answer all relevant questions fully or if I provide false/misleading information. I have provided a full list of any Appendices used to provide additional information in response to questions.</p> <p>I also declare that there is no conflict of interest in relation to the authority's requirement.</p> <p>The following appendices form part of our submission;</p> <table border="1" style="margin: 10px auto; width: 60%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Section of PQQ</th> <th style="width: 60%;">Appendix number</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>		Section of PQQ	Appendix number						
Section of PQQ	Appendix number									
	PQQ COMPLETED BY									
7.1	Name									
7.2	Role in organisation									
7.3	Date									
7.4	Signature									

PQQ – Template for Appendices

Appendix Number -
PQQ section -
Question number -



ENGLISH HERITAGE

Invitation to Tender for:

Arboricultural services for South East Region

Dated: **/**/2014

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 - 1.4 Award/evaluation Criteria
 - 1.5 Documentation issued with Invitation to Tender
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 - 2.1 Performance Standards
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I INVITATION TO TENDER

I.1 Invitation to tender letter

To:

Date: ***

Dear Sirs

Project Contract Number: ***

Project name: Arboricultural Services for South East Region

1. You are invited to submit a Tender via the In-Tend system for the above in accordance with the enclosed Instructions to Tenderers. Your tender must be received by *** hours on ***Day, Date, Year*** and shall remain open for acceptance for not less than sixty (60) days from such date, or in the event that the aforementioned date is extended, the final date for submission of Tenders.
2. You are required to complete and return 2.3 - Form of Tender together with all appendices attached thereto and all other priced or pertinent documents in accordance with the Invitation to Tender.
3. Contract start date 1st October 2015, Contract End date 30th September 2020.
4. The contract will be divided into two lots as follows:
Lot One: East sites
Lot Two: West sites
5. For additional information about the contract please raise correspondence via the In-Tend portal.
5. Arrangements for site visits, where applicable shall be made via the In-Tend portal. Failure to attend a site visit shall not be deemed to be a reason for lack of knowledge of the site, of access to and from the site nor any other thing which may affect your tender pricing, methods of operation or the application of the contract which would have been ascertained from the aforementioned site visit.
6. Please ensure that you confirm your intention to submit a tender in the manner and by the time described in the Instructions and Information for Tenderers, item 2.
7. It is English Heritage policy to contract on our standard Terms & Conditions as contained with the ITT. Suppliers should be aware that if they make any qualifications or amendments to these Terms & Conditions that their tender may be rejected as being non-compliant.

Yours

Andy Turner

Landscape Manager, South East Region

1.2 Instructions and information for Tenderers

1. Tenders must be submitted in accordance with these instructions and the other documents in the invitation to tender documents (together with all other relevant information required to sufficiently describe the tender fully) not later than the time and date stated in the invitation to tender letter.
2. Tenders must be returned electronically via the 'In-Tend' e-procurement portal, by the time stated. We advise that upload is carried out within good time of the deadline, however if you should experience technical issues during this process, please call In-Tend helpdesk on 0844 272 8810. The signatory of the invitation to tender letter should also be informed if you are unable to proceed with the submission. .
3. Tenderers must check that all the documents listed in the invitation to tender have been received and are complete in all respects. No claims will be considered by English Heritage arising out of failure to study the details contained herein or to obtain such information, and no tender shall be conditional upon the availability of labour, equipment, offices or any other facilities required to be provided by the contractor in the performance of the contract.
4. Tenders received after the date and time, for receipt of tenders set out in the invitation to tender letter or not strictly in accordance with these instructions, may, at the sole discretion of English Heritage, be disregarded.
5. Tenderers shall bear all their own costs and expenses incurred in the preparation and submission of the tender.
6. The terms set out in this Invitation to Tender including for the avoidance of doubt the levels of insurance required to be maintained under the terms of the contract are non-negotiable. By returning your expression of interest you accept the terms without qualification. Any attempt to negotiate or deviate from the terms will render your tender non-compliant
7. If tenderers have any queries or requests for further information they must be submitted to the signatory on the Invitation to tender letter, in time to enable a considered response, not less than 6 days prior to the date for receipt of tenders.
8. No alterations or qualifications to any of the invitation to tender documents shall be made unless they have been notified in writing by English Heritage.
9. English Heritage does not bind itself to accept the lowest or any tender.
10. Tenderers shall treat the invitation to tender documents as confidential and restrict their circulation and distribution to a 'need to know' basis within the tenderer's organisation. Tenderers shall not disclose their tender in whole or in part to any third party prior to either the award of a contract by English Heritage or receipt of notification that the tender has not been accepted as the

case may be.

11. No tender nor any part of it shall be deemed to have been accepted unless such acceptance shall have been notified to the tenderer in writing by English Heritage.
12. Tenders shall remain valid for acceptance for a period not less than sixty calendar days from the final date for submission of tenders.
13. All communications in respect of this invitation to tender must be solely with the signatory on the invitation to tender letter. Tenderers are cautioned that any other communications whether or not in writing, shall not form part of any contract and may result in your tender being disqualified.
14. Where requested, tenderers are to return with their tender such planning information and charts as described in the invitation to tender. Where applicable, this should relate to the milestones in the Pricing Schedule. This information shall, when agreed with the Contract Manager, form part of any contract.
15. Where requested, tenderers are to return with their tender proof of qualification for all professional staff they propose to use for the execution of the contract.
16. It is the Tenderers responsibility to familiarise itself with the work to be performed, contract conditions, location of work, programme and all other matters requiring consideration in order that the tender will be firm and comprehensive.

17. **Freedom of Information Act 2000**

- a. Public Authorities are committed to open government and to meeting their responsibilities under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004. Accordingly, all information submitted to a public authority may need to be disclosed by the public authority in response to a request under the Act. English Heritage may also decide to include certain information in the publication scheme that we maintain under the Act and the Regulations.
- b. If Tenderers consider that any of the information included in their tender is commercially sensitive, it should be identified and an explanation given (in broad terms) of what harm may result from disclosure if a request is received and the time period applicable to that sensitivity. Please use Section 5.7 of this Invitation to Tender for this purpose.
- c. Tenderers should be aware that, even if they have indicated that information is commercially sensitive, English Heritage may be required to disclose it under the Act or the Regulations if a request is received. Please also note that the receipt of any material marked “confidential” or equivalent by the public authority should not be taken to mean that the public authority accepts any duty of confidence by virtue of that marking. If a request is received, English Heritage may also be required to disclose details of unsuccessful tenderers.

18. Tenderers shall provide a comprehensive description of the manner in which the contract is to be performed. Such description will include:
 - a. Specific details for management and completion of the contract. This shall include references

relating to the organisation charts, execution plans and planning information submitted with Tenders.

- b. Tenderers shall submit an execution plan. This plan shall be accompanied by a narrative which states how the work in each discipline will be progressed to completion. This statement shall substantiate the information presented in any critical path network and / or bar chart required to be submitted with tenders, showing expected cash flow, levels of supervision, labour histograms etc.

19. Tenderers shall provide the following information relating to Quality Management.

- a. Whether the tenderer has certification under the BS5750/ISO9000 Quality Assurance schemes and if so whether this includes BS 5750 parts 1, 2 and 3 (or equivalent), and a copy of the current certification.
- b. Whether the Tenderer has a published Quality Management Policy (copy to be submitted with tenders) and if so at what level is the quality programme initiated.

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I.3 DESCRIPTION OF SCOPE/SPECIFICATION

Please see separate document “Technical Specification for Tree Surgery March 2015”

I.4 AWARD/EVALUATION CRITERIA

Evaluation will be carried out based on the most economically advantageous tender, with 40% allocated to price and 60% allocated to quality as outlined below.

Criteria	Description	%
Price	Cost of good/service	40
Quality 1	Method Statements	20
Quality 2	Staff Qualifications and Experience	12
Quality 3	Staffing Levels and Staff/Vehicle appearance.	12
Quality 4	Emergency Response Times	8
Quality 5	Rapid Reaction Premium	8

I.5 DOCUMENTATION ISSUED WITH INVITATION TO TENDER

Form of Tender ; Pricing Schedule; FOI statement; Statement of Non Collusion; Site Plans; List of Sites with approximate numbers of trees

**CONDITIONS OF CONTRACT FOR ARBORICULTURAL
SERVICES**

Edition 11 February 2013

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I. DEFINITIONS AND INTERPRETATIONS

- (a) For the purposes of the Contract except where expressly stated to the contrary, the following words beginning with a capitals shall have the following meanings:-

English Heritage means the English Heritage Trust and includes its successors and assignees.

English Heritage's Materials means all materials, plant machinery, equipment and any other items supplied to the Contractor by English Heritage.

Confidential Information means any information which has been designated as confidential by either party in writing or that ought reasonably to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party all personal data and sensitive personal data within the meaning of the Data Protection Act 1998 and commercially sensitive information

Contract means the documents described in the *Form of Tender* as forming the Contract or, if there is no *Form of Tender*, the documents described as forming the Contract in English Heritage's written notification to the Contractor of the award of the Contract and these terms.

Contract Period means the period of the time stated in the Contract running from the Date of Commencement.

Contract Price means the sums to be paid by English Heritage to the Contractor for Services carried out under the Contract or each Instruction and calculated in accordance with the Contract Rates.

Contract Rates means the fixed rates and/or prices set out in the Contract.

Contractor means the person, firm or company awarded the Contract by English Heritage and includes the Contractor's legal personal

representatives, successors and permitted assignees.

Date of Award means the date on which the Contract is Awarded to the Contractor.

Date of Commencement means the date on which the Contract Period commences.

Date for Completion means the date on which the Contract Period expires.

Environmental Information Regulations means the Environmental Information Regulations 2004.

FOIA means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and / or codes of practice issued by the Information Commissioner in relation to such legislation.

Information has the meaning given under section 84 of the Freedom of Information Act 2000.

Instruction means any Instruction given to the Contractor to carry out specific elements of the Scope of Services which shall be issued in the form or manner specified in the Contract but shall always be in writing.

Requests for Information shall have the meaning set out in the FOIA or any apparent request for information under the FOIA, the Environmental Information Regulations or the Code of Practice on Access the Government Information (2nd Edition).

Scope of Services means the description of the activities to be performed in accordance with the Contract and detailed in the *Invitation to Tender* and any modification thereof as may from time to time be provided or approved in writing to the Contractor by English Heritage.

Services means the carrying out of the Scope of Services as required under the Contract and detailed in the *Invitation to Tender*, and/or Instruction including, but not limited to, the provision by the Contractor of all necessary resources including personnel, goods, materials, plant and equipment.

Site means the places where the Services or any part thereof are to be performed.

- (b) Words imparting the singular only also include the plural and vice versa where the context so requires.

2. DESIGNATED REPRESENTATIVES

- (a) English Heritage may by notice to the Contractor appoint a contract manager (the "Contract Manager") who shall have the authority to act on behalf of English Heritage on such matters in connection with the Contract as shall be specified in such notice. English Heritage may by further notice to the Contractor revoke or amend the authority of the Contract Manager or appoint a new Contract Manager.
- (b) Subject to any limitations specified by English Heritage in the notice given pursuant to Clause 2(a) the Contract Manager may from time to time by notice to the Contractor delegate all or any part of his authority to an assistant or assistants (the Contract Manager's Assistants). The Contract Manager may by further notice to the Contractor revoke or amend the delegated authority of any Contract Manager's Assistant or appoint a new Contract Manager's Assistant.
- (c) The Contractor shall by notice to English Heritage appoint a representative (the "Contractor Representative") who shall have authority to act on behalf of the Contractor on such matters in connection with the Contract as shall be specified in such notice.

3. ASSIGNMENT AND SUB-CONTRACTING

- (a)
 - (i) The Contractor shall not assign the Contract in whole or in part or any benefit or interest therein without the prior written consent of English Heritage.
 - (ii) English Heritage may assign or otherwise transfer the Contract in whole or in part or any benefit or interest therein to any party subject to providing notice of any such assignment or transfer to the Contractor.

- (b)
 - (i) The Contractor shall not sub-contract the whole or any part of the Services including sub-contracting for labour only, without the prior written consent of English Heritage. If such consent is given it shall not relieve the Contractor from any liability or obligation under the Contract and the Contractor shall be responsible for the acts, omissions, defaults or negligence of any sub-contractor, its agents, servants or workmen as fully as if they were the acts, omissions, defaults or negligence of the Contractor.
 - (ii) If consent is granted by English Heritage under Clause 3 (b) (i) the Contractor shall ensure that all duties and obligations that the Contractor has under the Contract shall be included to the extent that they may be relevant to those services being sub-contracted by the Contractor in any contract that the Contractor has with any sub-contractor.

4. QUALITY OF THE SERVICES

- (a) The Services shall be carried out in accordance with the Contract and to the satisfaction of the Contract Manager and the Contractor shall use the highest standard of skill and care which is ordinarily exercised by experienced and competent contractors performing services of a similar nature and scope to the Services. Where the Services include the provision of goods, materials or plant these shall be of satisfactory quality and fit for their common or specified purposes.
- (b) The Contract Manager may at any time, subject to reasonable notice, inspect any part of the Services and/or English Heritage's Materials.
- (c) Notwithstanding that the Services or any part thereof have been the subject of any instruction, review, approval, acknowledgement or inspection, the Contractor shall not be relieved from any liability or obligation under the Contract.
- (d) If the Contract Manager serves notice advising the Contractor of any deficiency in the Services the Contractor shall, without prejudice to English Heritage's other rights and remedies, promptly remedy the deficiency in the Services as required by English Heritage. All costs of such remedy shall be

borne by the Contractor. If the Contractor fails to remedy the deficiency promptly in accordance with English Heritage's notice, English Heritage may, without prejudice to any other remedies, terminate the execution of all or any part of the Services in accordance with clause 10(a) (i), or remedy or cause to be remedied any deficiency at the Contractor's cost.

5. COMMENCEMENT

The Date of Commencement date shall be the date notified to the Contractor at the Date of Award of Contract. Thereafter the Contractor shall commence the Services on such dates as shall be notified by English Heritage at the Date of Award of the Contract and/or throughout the Contract Period and thereafter the Contractor shall without delay proceed with the Services.

6. CONTRACTOR'S PERSONNEL

If the Contract Manager shall at any time be dissatisfied for any reason with the performance of any person engaged in the carrying out of the Services, the Contractor shall, if the Contract Manager so requires:-

- (i) cease to engage such person in the execution of the Services; and
- (ii) promptly provide a suitable substitute at no additional cost to English Heritage.

7. VARIATIONS

- (a) English Heritage may from time to time during the Contract Period vary the Scope of Services. Such variations may include, but are not limited to, additions, omissions, substitutions, alterations, changes in quality, form, character, kind, position, dimension, level or line and changes in any specified sequence, method or timing of the Services.
- (b) If the Contractor considers that any directions given under 7(a) above vary the Scope of Services and/or will then or later justify a change to the Contract Rates, the Contractor shall promptly notify the Contract Manager giving details thereof.
- (c) Any adjustment to the Contract Rates shall be determined in accordance with the Contract (if

applicable). If the Contract shall not provide for such adjustment then reasonable rates/prices shall be agreed by the parties and the Contractor shall provide whatever supporting evidence English Heritage may reasonably require to enable such reasonable rates/prices to be determined.

(d) If:-

- (i) under Clause 7(b) English Heritage does not agree that its directions vary the Scope of Services or will reduce or increase the Contract Rates, or
- (ii) under Clause 7(c) rates/prices are not agreed between English Heritage and the Contractor,

English Heritage shall notify the Contractor in writing of its reasons. Notwithstanding such disagreement the Contractor shall, unless otherwise notified by English Heritage, carry out such variations without prejudice to any of its other rights under the Contract or at law.

- (e) The Contractor shall carry out any such variations in accordance with the Contract.

8. INSTRUCTIONS

- (a) English Heritage may from time to time during the Contract Period issue Instructions to the Contractor for the execution of all or any part of the Services. The Contractor shall carry out the Services detailed in such Instructions in accordance with the Contract.
 - (b) All Services carried out other than in strict compliance with the Contract and any Instruction shall be at the Contractors sole risk and expense.
 - (c) English Heritage may add or deduct from, or in any other way amend any Instruction by issuing a further Instruction which may include, but not be limited to, additions, omissions, substitutions, alterations, changes in quality, form, character, kind, position, dimension, level or line and changes in any specified sequence, method or timing of the Services.
 - (d) Services resulting from any Instruction shall be invoiced for at the Contract Rates.
-

- (e) The Contractor shall carry out those Services which are the subject of any Instruction in accordance with the Contract.

9. SUSPENSION

- (a) The Contractor shall on receipt of notice from English Heritage suspend the whole of the Services or any part thereof and shall take all measures necessary to protect and secure the same. Following such suspension any additional costs shall be notified to English Heritage by the Contractor together with substantiation thereof to the satisfaction of English Heritage. If, in the opinion of English Heritage, such costs are reasonably and necessarily incurred by the Contractor, such suspension shall be treated as a variation in accordance with Clause 7. The Contractor shall use its best endeavours to mitigate the financial and other effects of such suspension.
- (b) Notwithstanding Clause 9(a), no additional costs shall be payable by English Heritage if the suspension arises as a result of any act, omission, default or negligence on the part of the Contractor.
- (c) English Heritage may at any time by written notice to the Contractor authorise resumption of all or any part of the suspended Services and the Contractor shall, on being given such notice, promptly resume performance of the Services or part thereof in accordance with the terms of such notice.

10. TERMINATION

- (a) Either party may terminate the execution of all or any part of the Services forthwith if:-
- (i) written notice has been given to the other party of a substantial or persistent breach and the party receiving such notice has failed to (satisfactorily) remedy such breach within the period of 14 days after such notice; or
- (ii) the other party:-
- either becomes or threatens to become bankrupt or insolvent or is adjudicated bankrupt or insolvent by a court of competent jurisdiction in its country of

incorporation; or

-has a body or person (including, but not limited to, a liquidator, administrative or other receiver or manager) appointed to manage its affairs or assets or its undertakings on behalf of its creditors, members or a court of competent jurisdiction, or

-issues a notice proposing that it be wound up or passes a resolution for its winding up; or

-ceases to carry on all or substantially all of its business or is unable to pay its debts as defined in accordance with relevant legislation (in the case of a company incorporation in England and Wales, within the meaning of Section 123 of the Insolvency Act 1986) including any amendments and re-enactments thereof.

- (b) If English Heritage terminates:
- (i) all of the Services under Clauses 10(a) or 10(c), English Heritage may require the Contractor to immediately vacate the Site and return all English Heritage Materials.
- (ii) all or any of the Services under Clause 10(a) only, but without prejudice to any other rights of English Heritage, the Contractor shall be liable for any additional cost over and above the Contract Price incurred by English Heritage in completing the Services. English Heritage may deduct such additional cost from amounts (if any) as are due to the Contractor or otherwise recover such cost as a debt due from the Contractor.
- (c) Without prejudice to the rights of English Heritage to terminate the execution of all or any of the Services under Clause 10(a) English Heritage may for any other reason whatsoever terminate the execution of the Services or any part thereof at any time by giving not less than 14 days notice to the Contractor and specifying the date from which termination shall be effective. In such event English Heritage shall make reasonable payment to the Contractor for all work performed prior to the date of termination and any approved additional costs necessarily and reasonably incurred by the Contractor as a direct result of such termination.
- (d) Any sums recoverable by the Contractor under Clause 10(c) shall not exceed the Contract Price for

the Services terminated.

11. CLEARANCE ON COMPLETION

On completion of the Services the Contractor shall promptly remove from the Site all equipment and clear away surplus materials (other than any surplus English Heritage Materials which shall be returned to English Heritage's appropriate store) and rubbish and leave the Site in a clean, safe and tidy condition to the satisfaction of English Heritage's Contract Manager.

12. DEFECTS CORRECTION PERIOD

- (a) On completion of those Services as detailed in each Instruction or all of the Services the Contractor shall, for a period of twelve (12) months, be responsible for repairing or remedying at its own expense and to the satisfaction of English Heritage any defects arising from those Services.
- (b) The Contract shall apply to all repairs and remedial work required under the provisions of Clause 12(a).
- (c) Performance of the Contractor's obligations pursuant to Clause 12 shall be carried out in accordance with the contract and shall not relieve the Contractor from any liability arising out of or connected with its other obligations under the Contract.
- (d) The twelve months period shall re-commence for all items repaired / replaced from the date of the repair / replacement and shall be subject to the provisions of Clauses 12 (a), (b) and (c).

13. PAYMENT

- (a) The Contractor shall submit to English Heritage at the address stated in the Contract, detailed priced invoices in accordance with the Contract. The invoices shall not be submitted more frequently than monthly and shall show or have attached all information necessary to support the invoiced amount therein including all relevant time sheets or schedules.
- (b)
 - (i) Where Services are carried out under a Day

work Schedule or a Schedule of Rates, the Contractor shall be paid for such work at the rates set out in the Pricing Schedule (Ref 4.1) included in the Contract.

- (ii) All time and materials sheets (including all vouchers, receipts etc relating to the cost of any materials) for Services undertaken under a Day work Schedule or a Schedule of Rates shall be submitted to the Contract Manager by the Contractor in a form, to the location and at the times acceptable to and approved by the Contract Manager
- (c) Unless otherwise specified in the Contract, payment of the Contract Price or part thereof shall be made within thirty (30) days of receipt by English Heritage of the Contractor's invoice in respect of such Services carried out in accordance with the Contract. Payment shall not operate as a waiver of any of English Heritage's rights under the Contract.
- (d) Where the Contractor enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Contractor to the sub-contractor within a specified period not exceeding 30 (thirty) days from receipt of a valid invoice.
- (e) All sums payable under the Contract shall be exclusive of Value added Tax which may be added to the invoice where appropriate. English Heritage shall pay to the Contractor all Value Added Tax properly chargeable in respect of the Services, provided that the Contractor gives English Heritage a valid tax invoice in accordance with relevant legislation. The Contractor shall pay all other taxes arising under the Contract.
- (f) English Heritage shall unless otherwise specified in the Contract make payment in Pounds Sterling.

14. PROVISIONAL SUMS

Where the Contract contains Provisional Sums for Services to be carried out under a Day work Schedule or a Schedule of Rates, no Services shall be commenced by the Contractor except where

instructed in advance and in writing by the Contract Manager.

15. ENGLISH HERITAGE MATERIALS

- (a) Title to and property in English Heritage Materials shall remain with English Heritage at all times.
- (b) Notwithstanding the above the Contractor shall be responsible for any loss or damage to English Heritage Materials whilst in the Contractor's care, custody or control.
- (c) The Contractor shall, following completion of the Services or an earlier request by English Heritage, return the English Heritage Materials in good condition, fair wear and tear excepted.
- (d) English Heritage Materials made available to the Contractor shall be identified in the Contractor's records and clearly marked as 'the property of English Heritage'.

16. INDEMNITY

The Contractor shall keep English Heritage indemnified in full and on demand against all liability, loss, proceedings, demands, damages, costs and expenses (including without limitation legal and other professional advisor's fee) and all economic and consequential loss whether direct or indirect (including without limitation any loss of profit, future revenue, reputation or goodwill and anticipated savings) awarded against or incurred or suffered or agreed to be paid on settlement by English Heritage as a result of any of the events listed below:

- a) any claims for infringement of any intellectual property rights of any third party by reason of the use or purchase by English Heritage of the Services save to the extent the same have been supplied in accordance with specifications or designs of English Heritage and against all costs, losses, damages and expenses which English Heritage may suffer or incur as a result (directly or indirectly) of any claims for any such infringement;
- b) any royalties being payable to any third party in respect of the Services or their use by English Heritage.

- c) any breach of the Contractor's warranty in clauses 12 and 4 above or any other warranty whether express or implied by statute or otherwise;
- d) any other breach of the Contract by the Contractor, its employees, agents or sub-contractors (including any failure to comply with any provision as to time) or any defect in the Services for which the Contractor is responsible;
- e) any actions, proceedings, claims, and demands by any person, persons or corporation in respect of any damage to property or injury to or death of persons arising out of or in connection with the execution of the Contract by the Contractor or the Contractor's sub-contractors on English Heritage's premises provided always that nothing herein contained shall render the Contractor liable for any damage to property or injury to or death of any person which arises by reason of the negligence of English Heritage its employees or agents;
- f) arising from the use or operation of any of English Heritage's Materials whilst it is in the Contractor's possession or control ; and / or
- g) any loss or damage to any English Heritage's Materials whilst it is in the Contractor's possession or control.

17. INSURANCE

- (a) The Contractor shall effect and maintain and shall require its sub-contractors to effect and maintain throughout the Contract Period and Defects Correction Period insurance policies with insurers under forms of policies satisfactory to the English Heritage which shall include, but not be limited to, the types and amounts set out in Clause 17(d). Such policies shall contain a waiver of subrogation rights in favour of English Heritage which reflect the provisions of Clause 16. The Contractor shall bear any and all excesses, deductibles or franchises incorporated therein.
- (b) The Contractor may be requested to provide English Heritage with certificates of insurance. Certificates shall be provided within fifteen (15) days of such request. Failure to provide such certificates may be taken by English Heritage to

indicate that the Contractor has failed to meet its obligations to provide the insurance cover required under the Contract. The Contractor shall also provide English Heritage with updated Certificates on the renewal anniversary of any policies required hereunder.

- (c) The Contractor shall give immediate written notice to English Heritage and all insured parties in the event of cancellation or material change which may affect English Heritage's or any insured party's interest.
- (d) The insurance policies referred to in Clause 17(a) are:-
 - (i) insurance in accordance with workman's compensation and occupational disease laws and employer's liability insurance for an amount of not less than five million pounds (£5,000,000) per occurrence or series of occurrences arising from the one event, which shall comply with all applicable laws. Such insurance shall cover all employees of the Contractor or sub-contractor engaged in the performance of the Contractor's obligations under the Contract, and shall contain an indemnity to principals clause.
 - (ii) general third party insurance with a combined bodily injury and property damage limit of not less than five million pounds (£5,000,000) or such other sum as may be specified by English Heritage per occurrence or series of occurrences arising from the one event. Such insurance shall contain an indemnity to principals clause.

18. LIENS

The Contractor shall protect and hold all property and intellectual property of English Heritage free from all liens, charges and other encumbrances.

19. VISITORS

- (a) The Contractor shall obtain the written approval of English Heritage before bringing visitors on to the Site or allowing access by persons to the Site or English Heritage Materials other than those directly employed upon the Services.
- (b) The Contractor shall ascertain from English

Heritage any regulations and requirements with which visitors must comply and the Contractor shall make these known to any visitors before their entry onto the Site. The Contractor shall require all visitors to sign an appropriate record.

20. AUDIT ACCESS

The Contractor shall maintain accurate records relevant to the Contract and shall permit English Heritage or its authorised personnel and/or agents access at all reasonable times to such records.

21. LAWS REGULATIONS AND BYE-LAWS

- (a) The Contractor shall observe and comply with all statutes and regulations together with any bye-laws and regulations of local, statutory and other authorities applicable to the Services.
- (b) The Contractor shall observe any rules of English Heritage applicable to the Site of English Heritage.

22. ARCHAEOLOGICAL FINDS

- (a) All objects which are or appear to be fossils, antiquities or likely to have interest or value found on the Site or in carrying out excavations in the execution of any Instruction shall (so far as may be) remain or become the property of English Heritage and, upon discovery of such an object, the Contractor shall forthwith:
 - (i) use his best endeavours not to disturb the object;
 - (ii) cease work if and in so far as the continuance of work would endanger the object or prevent or impede its excavation or its removal;
 - (iii) take all steps which may be necessary to preserve the object in the exact position and condition in which it was found; and
 - (iv) inform the Contract Manager or the Contract Manager's Assistant of the discovery and precise location of the object.
- (b) The Contract Manager or the Contract Manager's Assistant shall issue instructions in regard to what is to be done concerning an object, the finding of

which is reported to him by the Contractor under clause 22(a), which may include instructions requiring the Contractor to permit the examination, excavation or removal of the object by a third party.

23. HEALTH AND SAFETY AND ENVIRONMENTAL PROTECTION

- (a) The Contractor shall comply with the Health and Safety at Work Act 1994 and the following provisions of this clause in addition to any other requirements of the Contract concerning health and safety and nothing in this clause shall derogate from the obligations of the Contractor to comply with its statutory responsibilities insofar as they relate to the Services.
- (b) The Contractor shall in relation to all persons affected or likely to be affected by the execution of the Services take such steps as are reasonably practicable to ensure their health and safety.
- (c) The Contractor shall carry out such tests and examinations of equipment, plant and materials as may be necessary to ensure the health and safety of anyone who is in, or is likely to come into contact with, or otherwise be affected by the use of such items.
- (d) The Contractor shall make available for inspection by English Heritage at all times all registers, records and any other documentation concerning health and safety and/or environmental matters and relating to the Services.
- (e) The Contractor shall send to English Heritage a copy of every notice or other communication received from or sent to any person or body concerning health and safety and/or environmental matters and relating to the Services.
- (f) The Contractor shall give English Heritage written notice within a reasonable time prior to the removal from and/or delivery to the Site of anything which is toxic or explosive or otherwise hazardous to the health or safety of persons, property or the environment. The notice shall identify the hazard(s) and give full details of the precautions to be taken when using, handling or otherwise coming into contact with such thing together with details of the safe manner of use, handling, transport and storage.

The Contractor shall also ensure that at the time of removal and/or delivery every such thing is suitably packed and is identified on the outside as hazardous.

- (g) The Contractor shall use the best practicable means to prevent noxious or offensive emissions (including noise) while in the course of executing the Services and shall render harmless and inoffensive such emissions that cannot be prevented
- (h) The Contractor shall not treat, keep or dispose of any waste produced by the Contractor as a result of the Services in a manner likely to cause harm to the health and safety of any person or harm to the environment and shall comply with every statutory duty which is relevant.
- (i) During the execution of the Services the Contractor shall take such steps as are reasonably practicable to avoid (or, where avoidance is not possible, to minimise) harm to the environment.
- (j) The Contractor shall take a positive approach to the protection of the environment insofar as it relates to or is connected with the Services.
- (k) The Contractor shall ensure that all sub-contractors comply with the provisions of this clause.

24. PUBLICITY

The Contractor shall obtain written approval from English Heritage prior to taking photographs or making publicity releases or announcements including advertisements or erection of signs on the Site regarding either the Contract or the activities of the Contractor relating to its participation in the Contract. The Contractor shall not either during the Contract or at any time after termination (however arising) issue or publish or cause to be issued or published any comment or statement or make any use or allow any use of any trademarks, brands or logos owned by English Heritage without first obtaining the written approval of English Heritage.

25. CONFIDENTIALITY

- (a) The Contractor shall keep confidential all

information connected with the business of English Heritage or which comes to the Contractor's knowledge under or as a result of the Contract and shall not disclose it to any third party or use it other than for performance of the Services except:-

- (i) with the prior written agreement of English Heritage, or
- (ii) by requirement of law.
- (b) The provisions of Clause 25(a) shall not apply to such information if it is:-
 - (i) in the public domain otherwise than by failure of the Contractor to comply with Clause 25(a), or
 - (ii) in the possession of the Contractor before these confidentiality obligations came into effect, or
 - (iii) obtained from a third party who is free to disclose the same.
- (c) If the Contractor enters or has entered into a separate confidentiality agreement with English Heritage, the terms of such confidentiality shall take precedence over this Clause 25.
- (d) The Contractor shall ensure that the terms of this clause are known to and complied with by its employees and Sub-contractors and shall provide to English Heritage a declaration to this effect within 7 days of the award of the Contract.

26. WAIVER

- (a) The Contract shall not be waived in whole or in part except where agreed by both parties in writing.
- (b) The non-enforcement of any of the terms of the Contract by either party shall not be construed as a waiver of any of that party's other rights.

27. NOTICES

All notices shall be given in writing and be delivered by hand or sent by telex, facsimile or recorded delivery post to the address of the relevant party as stated herein or to any subsequently notified address. Any notice sent by telex or facsimile shall be deemed to have been served at the time of

transmission. A notice sent by post shall be deemed to have been served on the next working day after posting.

28. GOVERNING LAW

- (a) The Contract shall be governed by and construed in accordance with English Law.
- (b) In respect of any dispute under or arising out of the Contract, the parties hereto agree to submit to the exclusive jurisdiction of the English Courts.

29. ENTIRETY

- (a) The Contract comprises the entire agreement between the parties to the exclusion of all other terms and conditions and prior or collateral agreements, negotiations, notices of intention and representations and the parties agree that they have not been induced to enter into the Contract on the basis of any representation. Furthermore, the parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth in the Contract and no amendments to the Contract, other than variations to the Scope of Services and/or Contract Rates in accordance with Clause 7, shall be binding on either party unless in writing and signed by an authorised representative of each party. Nothing in this clause shall prevent either party claiming from the other for fraudulent misrepresentations.
- (b) If any provision of the Contract is ruled to be invalid for any reason, that invalidity will not affect the rest of this Contract which will remain valid and enforceable in all respects.

30. RIGHTS OF THIRD PARTIES

- (a) A person who is not party to this agreement shall not have any rights under or in connection with it by virtue of the contracts (Rights of Third Parties) Act 1999 except where such rights are expressly granted by this Clause 30 but this does not affect any right or remedy of third party which exists, or is available, apart from the Act.
- (b) The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this

agreement is not subject to the consent of any person that is not party to this agreement.

- (c) The Supplier agrees that the Secretary of State for Culture, Media and Sport shall be entitled to the benefit of the contractual obligations of the Supplier as set out in clauses 3, 4, 12, 15, 16, 17, 18, 24 and 25 (and any variation to those clauses that may be agreed from time to time) as if references therein to English Heritage were references also to the Secretary of State for Culture, Media and Sport in addition to and separate to the obligations owed by the Supplier to English Heritage under those clauses.

31. SURVIVAL

The provisions of clauses 16, 18, 21, 22, 25, 30, 32, 33 and 35 shall survive the expiry or termination of the Contract however arising.

32. EMPLOYEES

32.1 English Heritage and the Contractor recognise that the Transfer of Undertakings (Protection of Employment) Regulations 1981 (TUPE) may apply in respect of the award of the Contract. In recognition of this the Contractor agrees that where notified in writing by English Heritage to do so, the Contractor shall provide Employee Information to English Heritage.

32.2

- (a) Where in accordance with Clause 32.1 the Contractor has received notification requiring it to provide Employee Information to English Heritage. English Heritage undertakes not to disclose unless required by Law to do so, the Employee Information (or any part of that Employee Information) to any person other than:
- (i) a Prospective Tenderer; or
- (ii) any person who is a servant, agent (including legal adviser) of the Prospective Tenderer who has undertaken not to disclose that Employee Information unless required by Law so to do.
- (b) Where Employee Information has been provided in accordance with Clause 32.2 the Contractor shall

within 14 (fourteen) days of any change to or discovering new Employee Information:

- (i) inform English Heritage of any change to the Employee Information provided or provide any new Employee Information not provided previously;
- (ii) use its best endeavours to clarify any matter upon which clarification is requested by English Heritage ; and
- (iii) use its best endeavours to co-operate with any other reasonable request made by English Heritage concerning Employee Information or the Contractor's Employees.
- (c) Unless required by Law to do so, English Heritage shall not disclose Employee Information (or any part of that Employee Information) to any person other than a person who is an employee, legal adviser, agent or other representative of English Heritage, or who is a Prospective Tenderer.
- (d) For the purposes of the Clause, 'Employee Information' means written details of:
- (i) the number of employees whose employment and other rights would be protected under the Transfer of Undertakings (Protection of employment) Regulations 1981 were to apply to a transfer of work from the Contractor to the Prospective Tenderer;
- (ii) for each employee who falls within the scope of Clause 32.2(d)(i) the employee's age, gender, salary, any pay settlement covering future dates which has already been agreed by the Contractor and any redundancy entitlement;
- (iii) information relating to or connected with the terms and conditions of the Contractor's contracts of employment with employees falling within the scope of Clause 32.2(d)(i) including details of terms incorporated from any collective agreement, any outstanding or potential liability for past breaches of such agreements, any outstanding or potential statutory liability (for example any claim for unfair dismissal or discrimination) and any other information as English Heritage may reasonably require in relation to the Contractor's employees (other than the name or other details which enable

any employee to be identified UNLESS both the Contractor and that employee have consented in writing to the provision of such details).

- (e) In the event that a different organisation is required to take on associated work at expiry or termination of this Contract, the Contractor shall co-operate in the transfer and shall execute such documents as may be reasonably required under arrangements to be notified to them by English Heritage to facilitate the transfer. If such transfer of responsibility extends beyond the period of the Contract, the Contractor shall provide as additional requirements at prices proposed by the Contractor and agreed by English Heritage in its sole discretion, any such services as may arise from the transfer.
- (f) Transfer of responsibility for buildings, equipment and all other facilities made available to Contractor (if any) shall be subject to a mutually agreed inventory between the parties at the time of transfer. The transfer shall be arranged between the parties so as to reduce to a minimum any interruption in the work.
- (g) The Contractor fully indemnifies and holds harmless English Heritage at all times from all actions, proceedings, claims, expenses, awards, costs and all other liabilities whatsoever in any way connected with or arising from or relating to the provision of information under this clause.

33. FREEDOM OF INFORMATION

- (a) The Contractor acknowledges that English Heritage is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with English Heritage (at the Contractor's expense) to enable them to comply with these Information disclosure requirements.
- (b) The Contractor shall procure that its sub-contractors shall:
 - (i) transfer the Request for Information to the Contractor as soon as practicable after receipt and in any event within 2 working days of receiving a Request for Information;
 - (ii) provide English Heritage with a copy of all Information in its possession or power in the form

that they require within 5 working days (or such other period as they may specify) of the request for that Information; and

- (iii) provide all necessary assistance as reasonably requested by English Heritage to enable them to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA.
- (c) English Heritage shall be responsible for determining at its absolute discretion whether:-
 - (i) the Information is exempt from disclosure under the FOIA and the Environmental Information Regulations;
 - (ii) the Information is to be disclosed in response to a Request for Information, and in no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by English Heritage
- (d) The Contractor acknowledges that English Heritage may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under Part I of the Freedom of Information Act 2000, be obliged under the FOIA or the Environmental Information Regulations to disclose Information:-
 - (i) without consulting with the Contractor, or
 - (ii) following consultation with the Contractor and having taken the Contractor's views into account.
- (e) The Contractor shall ensure that all information produced in the course of the Contract or relating to the Contract is retained for disclosure and shall permit English Heritage to inspect such records as requested from time to time.
- (f) The Contractor acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that English Heritage may nevertheless be obliged to disclose Confidential Information in accordance with Clause 33 (d).

34. BIODIVERSITY

The Contractor must take all reasonable

steps to minimise and where possible avoid adverse impacts on the environment when performing the contract and to take all reasonable steps to restore, maintain and enhance biodiversity on English Heritage's estate or any related third party estate.

35. RIGHT TO PUBLISH

- (a) The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. English Heritage shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.
- (b) Notwithstanding any other term of this Contract, the Contractor hereby gives his consent for English Heritage to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.

36. EQUALITY AND DIVERSITY

The Contractor shall, and shall procure that the Contractor Personnel, comply with any applicable anti-discrimination legislation (as may be amended from time to time) and with the Authority's equality and diversity policy as may be amended from time to time, copies of which will be provided by the Authority to the Contractor at the Contractor's written request.

SUPPLEMENTARY CLAUSES

37. CONTRACT LABOUR, STAFFING AND PERSONNEL

The Contractor shall:

- (1) Arrange competent supervision for the period of the Contract.
- (2) Maintain an adequate site organisation under the full-time control of an experienced supervisor who is conversant with all relevant regulations, standards, codes etc including, but not limited to, those appertaining to Health and Safety, and who

is capable of assuming complete responsibility for a contract of this nature:

- (3) Ensure that the names of personnel to be employed by the Contractor in a supervisory capacity (e.g. foreman, chargehand etc) are given to the Contract Manager's Assistant immediately after the receipt of each Instruction by the Contractor.
- (4) Note that only the Contract Manager and the Contract Manager's Assistants may issue instructions under the contract and the Contractor shall be responsible to them for the satisfactory execution of those instructions.
 - (a) The Contract Manager shall be the person named in appendix A(1) to the Conditions of Contract for Arboricultural Services
 - (b) The Contract Manager's Assistant(s) shall be shall be the person(s) named in appendix A(2) to the Conditions of Contract for Arboricultural Services
 - (c) Any area where the Contract Manager's Assistant(s) may not issue instructions are as stated in appendix A(3) to the Conditions of Contract for Arboricultural Services

38. QUALITY MONITORING

Quality monitoring of the contract will be both the responsibility of English Heritage and the Contractor. English Heritage and the Contractor will work together to identify at any early stage any failures so that these may be corrected promptly, and identify any improvements that could be initiated through the life of the contract.

Meetings between the Contact Manager and the Contractor to discuss progress and pass on feed back on performance etc may be called upon request.

39. ENGLISH HERITAGE'S RESERVED RIGHTS

- (1) English Heritage reserves the right to
 - (i) have any work within the Site carried out by it's

own workmen or by another Contractor,

- (ii) supply any or all of the materials required for the execution of the work.

40. OTHER CONTRACTORS

Other contractors and/or English Heritage's own specialist staff or labour may be working on the Site and the Contractor may in such cases be required to work in close co-operation with them.

41. USE OF CONTRACT AREA AND SITE

- (1) The Contractor, his employees and Sub-contractors shall be confined to the area(s) on the Site allocated by the Contract Manager.
- (2) The Contractor shall not use the Site for any purpose other than that of carrying out the Services ordered.
- (3) The Contractor shall not display advertisements on the Site nor permit advertisements to be displayed without the English Heritage's consent, which may be given, subject to such terms and conditions as English Heritage shall decide.
- (4) The Contractor shall obtain the approval of the Contract Manager for the siting of any heaps of grass, spoil heaps, etc.
- (5) The Contractor shall use his best endeavours to prevent any trespass by his employees on any adjoining owners' property.
- (6)
 - (i) The Contractor shall ensure that no steps, ladders, planks or other plant shall be left accessible for unauthorised persons to enter the Site and/or the buildings thereon.
 - (ii) The Contractor shall ensure that no fuel cans are left unattended at any location within the Site unless locked within a secure place approved by the Contract Manager.
- (7) The Contractor shall take all reasonable precautions during the progress of the Services to prevent any damage to adjoining property or to public or private roadways and to prevent

material, plant, rubbish, debris etc, collecting thereon.

- (8) The Contractor shall regulate the character of his transport and plant and so operate it as to ensure that no damage beyond fair wear and tear is occasioned thereby and he shall comply with the requirements of the Contract Manager as to the routes to be traversed and limitations of weights, speeds and class of vehicles.
- (9) If the Contractor wishes to make use of any adjoining property for any purpose, he shall notify the Contract Manager, obtain permission from the owners, and meet all charges in connection therewith. He shall clear away on completion of his work or when directed and make good any damage to their satisfaction. The Contractor shall be held responsible for any damage resulting from the Services and he shall make good any such damage at his own expense.

42. NOISE CONTROL

In accordance with the Control of Noise (Codes of Practice for Construction and Open Sites) Order 1984 Regulations the Contractor and his Sub-contractors shall comply with BS 5228.

43. PLANT AND EQUIPMENT

The Contractor shall provide all plant, machines, tools, implements and equipment required for the execution of the Services and shall keep the same in good order and condition, properly set and suitable for the operations to be performed and to the satisfaction of the Contract Manager. All vehicles and tractors are to be fitted with pneumatic, grassland type tyres unless otherwise directed. Cutters on all grass-cutting apparatus, shears, pruners and all other hand tools used for cutting or trimming shall at all times be clean and sharp.

44. ARTICLES AND MATERIALS

The Contractor shall, if required, submit to the Contract Manager the names of manufacturing firms and samples of materials that will be used on a particular Site.

45. OVERTIME, SHIFTWORKING AND NIGHTWORK

- (1) The Contractor shall not normally be prevented from working reasonable additional hours, should he so desire, provided that he obtains the prior approval of the Contract Manager, but no additional payment shall be made in respect of the excess cost of any overtime, shiftworking or nightwork involved. The Contractor shall be deemed to have included in the percentages in his tender for any such overtime, shiftworking and/or nightwork.
- (2) Where, however, the Contract Manager issues written instructions for work to proceed outside normal working hours, the excess cost of any such overtime, shiftworking or nightwork will be reimbursed to the Contractor at cost, at the rates given in the Pricing Schedule. In such cases timesheets shall be submitted weekly to the Contract Manager within one week of the expiry of the week concerned. All timesheets shall be properly completed showing the names of the workpeople concerned, the hours worked and the rates of pay.

46. PROTECTION OF THE SITE

- (1) The Contractor shall keep the whole of the Site and area affected clean and free from damage during the execution of the Services. In particular the contractor must ensure that no damage is done to the fabric of the buildings, monuments or stonework on site during the execution of the services, especially where machinery will be used near and/or around such obstacles.
- (2) Where directed by the Contract Manager, the Contractor shall also provide and leave in position protection on completion of the Services, and such special protection shall be paid for by English Heritage.

47. ASBESTOS BASED MATERIALS

The Contractor must report to the Contract Manager immediately if asbestos is discovered during the work and carry out the Contract Manager's instructions.

48. SAFETY, HEALTH AND WELFARE

- (1) The Contractor shall comply with all enactments regulations and working rules relating to health, safety and welfare.
- (2) The Contractor shall provide and maintain on the Site all necessary welfare facilities for his employees, and for those employed by Sub-contractors.
- (3) The Contractor will be responsible for all Personal Protective Equipment provision (and use by staff) i.e. helmets, goggles, visors, boots, etc. to suit the requirements of the Contractors staff and their undertakings under this contract.
- (4) The Contractor shall carry out work on any Estate in conformity with any safety regulations imposed by statute or regulation or any code of practice adopted by English Heritage. A copy of English Heritage codes of Practice will be made available to the Contractor upon request to the Contract Manager.
- (5) The Condition of Contract (Clause 6) empowering English Heritage or the Contract Manager to require the Contractor to cease to employ in connection with the Contract any person whose continued employment thereon is considered undesirable, shall apply equally in cases of breach of the safety, health and welfare requirements.
- (6) English Heritage reserves the right to suspend any work under clause 9(b) of the terms and conditions of this contract, without penalty or claim for such suspension by the Contractor, if any breaches of Health and Safety requirements occur on any site.
- (7) The Contractor is required to ensure that only trained and competent persons are employed and used in the execution of the Contract requirements

49. PESTICIDES

- (1) The Contractor shall observe the provisions of the Control of Substances Hazardous to Health

Regulations 1999, the Food and Environment Protection Act 1985, the Control of Pesticides Regulations 1986 relating to the supply, storage, transport and use of pesticides in connection with the Contract.

- (2) The Contractor shall provide evidence to the C.M. that any staff who may be using pesticides hold a recognised certificate of competence in their use, unless they are working under the direct personal supervision of a certificate holder.
- (2) No pesticides (all Crop Protection Chemicals including herbicides) are to be used on any sites unless clearly called for in the particular specification or unless their use is approved in advance, in writing, by the Contract Manager who will require to see COSHH data sheets before pesticides are approved.
- (4) Appropriate warning notices must be prominently displayed around areas before pesticide application. Written notification of intentions to carry out spraying operations is to be given to the site custodian (on manned sites) or the C.M.'s representative (for unmanned sites) a minimum of 7 days before spraying operations commence. This notice must include details of areas involved, pesticide/s to be used, safety precautions necessary and copies of COSHH data sheets for pesticide/s being used.

50. EXISTING SERVICES INSTALLATIONS

- (1) The Contractor shall:
 - (a) not use or interfere with the existing service installations without the permission of the Contract Manager and, where applicable, of services and utility authorities and / or private owners;
 - (b) exercise particular care to avoid damaging existing service installations;
 - (c) inform their employees of the details and locations of existing service installations and draw their attention to the attendant risks and dangers.
- (2) The Contractor shall immediately notify in writing the Contract Manager and, where

applicable, services and utility authorities and private owners of any damage, make arrangements for repair to the satisfaction of the Contract Manager and, where applicable, or services and utility authorities and private owners, and for urgent repairs accept any arrangements made by the Contract Manager. Subject to the provisions of the Conditions of Contract for Grounds Maintenance Services, the Contractor shall be liable for the cost of such repairs.

51. FIRE PRECAUTIONS

The Contractor shall comply with English Heritage's Fire Precautions for Contractors [*Refer to Appendix A(4) to the Conditions of Contract for Arboricultural Services*]. Compliance with these precautions shall not relieve the Contractor of any responsibility for taking all other reasonable precautions against fire as provided in the Conditions of Contract.

No burning will be allowed on site without the permission of the Contract Manager or the Contract Manager's Assistant. This permission will be given by the issuing of a Hot Works Permit (see English Heritage Fire Precautions for Contractors).

52. HISTORIC / ARCHAEOLOGICAL CONSIDERATIONS

- (a) The Contractor must ensure that his staff are aware of the importance of safeguarding the historic fabric of the structures on the site. Any damage will be made good at the Contractor's own expense, and
- (b) Due to the nature of the site covered by the contract, the Contractor and his staff must be aware of the procedures which are to be followed in the event of the discovery of all objects which are or appear to be fossils, antiquities or likely to have interest or value (see Condition of Contracts, Clause 22).

53. BUILDINGS INVOLVING EXCEPTIONAL RISKS

- (1) The majority of sites involve steep slopes and/or unguarded drops. The Contractor must ensure

that site operatives have a full understanding of the site characteristics and are aware of hazards involved on site. Appropriate measures including Risk Assessments must be in place in advance of commencement of services on all sites.

- (2) In addition to the general hazards described in 49(1) any sites which contain specific and exceptional risks are listed in appendix A(5) to the Conditions of Contract for Arboricultural Services

54. SECURITY ARRANGEMENTS

- (1) The Contractor will ensure that all staff working on any English Heritage site will be in possession of a company photo-identity pass.
- (2) Specific arrangements will be notified to the Contractor at the pre-start meeting.

- (3) However, the Contractor should take into account any particular requirements listed in appendix A(6) to the Conditions of Contract for Arboricultural Services

55. SPILLAGES

The Contractor shall be responsible for any spillages of oil or fuel on the Site or roads together with the subsequent costs and charges for cleaning or repair work in connection with the spillage. Drip trays shall be provided by the Contractor under all stationary vehicles and plant on the Site.

56. REMOVAL AND DISPOSAL OF RUBBISH

The Contractor will arrange for the collection, removal and disposal of all cuttings, clippings and other rubbish and debris arising from the execution of the work on each occasion that operations are carried out and the removal of these arisings to a licensed dump for disposal, unless otherwise specifically stated in the technical specification. The Contractor will be responsible for the payment of all costs and charges associated with this removal and disposal.

57. METHOD STATEMENT

The Contractor is to supply a Method Statement (with tender), covering the technical specification, stating the equipment to be used and the method of operation. The Services will not commence until this statement is agreed by the Contract Manager.

58. OPERATION OF PLANT AND MACHINERY

The Contractor must ensure that any staff operating tractors, dumpers or any other ride-on or ride-in equipment hold a full, current valid driving licence and a National Proficiency Test Council MOI Certificate of Competence in Tractor Driving. The Contract Manager will require to see such licences and certificates before staff are permitted to operate equipment on Site. Chainsaw operators should hold a recognised certificate of competence for the operation and use of chainsaws.

59. PARKING / STORAGE AREAS

Parking / storage areas for equipment are to be agreed with the Contract Manager or the Contract Manager's Assistant.

Any vehicle or piece of machinery which is running must be supervised at all times. When left unattended or parked the vehicle or piece of machinery must be left in a safe condition.

60. BATS IN TREES

One particularly important aspect of old trees for nature conservation is the possibility that they will provide roosts for bats. Bats may roost in holes or cavities within a tree and in splits, cracks and crevices in the bark. They may roost behind loose bark or under dense ivy cover. They may even roost among roots if access is possible.

Because of declining populations all bats species and their roosts are given special protection under the Wildlife and Countryside Act 1981 (as amended). It is an offence to intentionally or recklessly kill, injure, capture or disturb a bat or to damage,

destroy or obstruct access to a bat roost.

English Heritage considers nature conservation as a high priority in the management of its estate. Contractors and all their staff are expected to be fully aware of the possibilities for bat roosts when working on trees and to be fully conversant with the guidance provided by the Bat Conservation Trust in their various leaflets, including 'Bats and trees – a guide to the good management of trees' and the Arboricultural Association in their guidance note no.1 'Trees and Bats'.

Contractors and their staff are expected to take all possible precautions to prevent damage to bats and/or bat roosts. While working on trees a continuous watch should be made for potential bat roosts. If, whilst preparing to carry out work or while working, a roost is found the contractor and his staff should ;

a) If the roost will not be affected by the proposed work;

(i) continue working but ensure the roost is not disturbed

(ii) report the location of the roost to the Contract Manager or the Contract Manager's Assistant

(b) If the proposed work is likely to disturb the roost, either by completely removing it from the tree, by removing adjacent parts of the tree which will cause it to become more exposed, or because the tree is being felled;

(i) cease any work on the tree which would disturb or endanger the roost

(ii) inform the Contract Manager or the Contract Manager's Assistant of the discovery and precise location of the roost.

61. STANDARDS

The contractor shall provide suitably qualified tree operatives and all necessary working and safety equipment to carry out both planned and unplanned surgery and associated tree works throughout the contract period.

All work shall be carried out in accordance with the most current British Standard for Tree Work.

All tree fellers or chainsaw operators shall hold the NPTC Certificate of Competence or FTC Certificates appropriate for the work to be undertaken.

62. USEABLE TIMBER

In certain instances English Heritage may require to retain timber from trees for use by staff or others. In such cases the Contract Manager will advise the contractor which timber it to be retained for use and this timber may be excluded from the provisions of section 52 and left on site.

When used the Contract Manager will confirm this instruction in writing.

All other arisings, including trimmings and the like from timber being retained should be removed and disposed of as detailed in section 52.

APPENDIX A TO THE CONDITIONS OF CONTRACT FOR ARBORICULTURAL SERVICES

1. CONTRACT MANAGER

The Contract Manager shall be ;

Mr Steve Sheath, Conservation Maintenance Manager

2. CONTRACT MANAGER'S ASSISTANT(S)

The Contract Manager's Assistant(s) shall be ;

Mr Andy Turner
Regional Landscape Manager

3. LIMITATIONS TO CMA(S)

The Contract Managers Assistant(s) may not issue
instructions ;

Not Applicable.

4. FIRE PRECAUTIONS

English Heritage's Fire Precautions for Contractors are

Available on request.

5. BUILDINGS INVOLVING EXCEPTIONAL RISK

The following sites contain specific and exceptional risks ;

Bramber Castle	Steep Banks
Dover Castle	Steep Banks/Drops/Difficult Access.
Pevensey Castle	Steep Banks/Difficult Access.
Western Heights	Drops/Difficult Access.

2. INFORMATION FROM SUPPLIER

2.1 Performance Standards

Tenderers should note that this section will be used as part of the tender evaluation process

2.1.1 Emergency Callout

Tenderers are to insert below the number of hours/days they will take to respond to an emergency callout to deal with unplanned work (i.e. damage caused by high winds) covered by the Schedule of Rates or Daywork.

Time of callout	Response within**
Normal working hours (Monday – Friday 9 a.m. till 5 p.m.) hours/days*
Outside normal working hours (Monday – Friday 5 p.m. till 9 a.m.) (Weekends – Anytime) hours/days*
* delete as applicable	
** 'Response within' time is the time between receiving the callout and arriving on site	

2.1.2 Premium Rates

Most work will result from the regular annual health and safety inspections and will be programmed in advance with the contractor. However occasionally work will arise which needs to be carried out within a restricted timescale which the Contract Manager will wish to set.

Tenderers are to insert below a percentage premium which should be applied to the Schedule of Rates or Daywork rates, quoted in sections 1 & 2 above, to carry out unplanned work within the timescale indicated which will be set by the Contract Manager.

Response within	Percentage to be applied to Schedule of Rates/Daywork rates
24 Hours %

7 days %
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Tenderer to insert relevant information on this page

2.1.3 Staff Qualifications and Experience

Tenderers should note that this section will be used as part of the tender evaluation process

Tenderers are to insert below the following information ;

1. What level of staff will be employed on this contract
(i.e. 1 foreman, 1 climber, 2 groundmen/labourers)

2. What levels of qualification and experience staff will have
(i.e. foreman with HND and 10 years experience, Climber with City & Guild I & II and 5 years experience, groundman/labourer with chainsaw certificate and 10 years experience).

2.1.4 Discount Rates

Most work will result from the regular annual health and safety inspections and will be programmed in advance with the contractor. In some cases this will result in the same work being carried out to a number of trees on the same site.

Tenderers are to insert below a percentage reduction which should be applied to the Schedule of Rates quoted in section I above, when carrying out the same work to a number of trees on the same site

Number of trees with the same work	Percentage deduction to be applied to Schedule of Rates
5 – 10 trees %
11 – 20 trees %
21 – 30 trees %
31 – 40 trees %
Over 40 trees %

Tenderer to insert relevant information on this page

2.1.5 Staff Appearance

Tenderers should note that this section will be used as part of the tender evaluation

process

English Heritage are keen for contractor's staff to present a clean, smart appearance to visitors to our sites. It is believed that the provision of clothing which clearly identifies staff as working for a particular contractor is beneficial to this image.

Tenderers are to insert below the following information ;

1. Will staff working on sites covered by this contract be provided with 'corporate clothing ?
Yes/No (delete as applicable)
2. What form will the corporate clothing take ?

(i.e. full corporate 'uniform' with company logo on all clothing, corporate shirts, jackets etc.)

3. What is the company policy on staff appearance ?

(continue on separate sheet if necessary) Tenderer to insert relevant information on this page

2.1.6 Vehicle/Equipment Appearance

Tenderers should note that this section will be used as part of the tender evaluation process

English Heritage are keen for contractor's to present a smart professional appearance to visitors to our sites. It is believed that the use of vehicles which clearly identify a particular contractor is beneficial to this image.

Tenderers are to insert below the following information ;

Will main vehicles (vans, tractors, etc.) used on sites covered by this contract bear the corporate colours and/or company logo ?

Yes/No (delete as applicable)

Tenderer to insert relevant information on this page

2.2 Form of tender

To: Andy Turner
Regional Landscape manager
English Heritage

Date:

Dear Sirs

1. We hereby offer to undertake to provide the Arboricultural Services for South East sites in accordance with:-
 - a) The Invitation to Tender Documents, including the Conditions of Contract for Arboricultural Services Edition 11 February 2013 and the Supplementary Clauses.
 - b) Our Tender and your acceptance thereof.
 - c) Any amendments to any of the aforementioned documents notified in writing by English Heritage
 - d) This Form of Tender and appendices
 - e) Section 1.3 of the Invitation to Tender (Scope).
 - f) Our Freedom of Information Act Statement
 - g) For the Rates/Prices as stated in the Pricing Schedule 2.4, or such Rates and Prices as may be determined in accordance with the contract.
2. We agree to abide by this Tender for the validity period of sixty (60) days from the final date for submission of Tenders and that it will remain binding upon us and may be accepted at any time before the expiration of that period.
3. Unless and until a formal agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding contract between us and shall be deemed for all purposes to be the Contract Agreement.
4. We understand that you are not bound to accept the lowest or any tender you may receive and that you will not defray any monies expended by us in tendering or negotiation of any contract.
5. We confirm that the contents of our Tender have not been agreed or arranged with any prospective competitor or trade association and will not be communicated to any third party.

Signature		Print name:	
Job Title/Position:		Organisation	
Telephone No.		e-mail	
Address		Date	

2.3 Pricing schedule

Please complete the enclosed document “ 2.3 Pricing Schedule”

2.4 Supplementary information relating directly to the contract

Information to be supplied by Tenderer. Please insert here or enclose separately, indicating here that you have done this.

2.4.1	Main Participating Organisations List here the names and addresses of: (a) The company which will be financially responsible for the contract/order (b) The company which will be responsible for the execution of the contract (if different from (a)) (c) The company which is the ultimate holding company if different from (a), (b).	 (a) (b) (c)
2.4.2	Tenderers Proposed Personnel and Liaison for the Execution of the Contract	
2.4.3	Site Facilities Required to be provided by English Heritage Subject to Tenderers responsibilities stated elsewhere in the invitation to tender documents, please list such facilities (e.g. required area of working space, storage space, computer hardware or software, parking space etc) which would be required to be provided by English Heritage for the proper execution of the works or services.	

2.4.4	Documents to be returned with Tender. Failure to return any of these documents may result in a non compliant tender. English Heritage therefore reserves the right to reject any incomplete submissions.	1. Form of tender 2. Performance Standards (2.1) 3. Completed pricing schedule (2.3) 4. Response to brief as per evaluation criteria 5. Signed FOI statement (3.1) 6. Signed statement of non-collusion (3.2) 7. Tender Proposal
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Signature		Print name:	
Job Title/Position:		Organisation	
Telephone No.		e-mail	
Address		Date	

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3 STATEMENTS

3.1 Freedom of Information Statement

I confirm that I have read and understood paragraph 17 of the Instructions and Information for Tenderers ([Section 1.2](#)).

I would like the following parts of my tender / proposal to be considered as commercially sensitive information: (Please list clearly)

Disclosure of this information may be detrimental to the conduct of my company's business activities for the following reason:

I require this information to be considered as confidential for ____ years.

I understand that English Heritage may have to release this information if required to do so by law.

Signature		Print name:	
Job Title/Position:		Organisation	
Telephone No.		e-mail	
Address		Date	

3.2 Statement of Non-Collusion

We certify that this is a bona fide tender, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangements with any other person. We also certify that we have not done and we undertake that we did not do at any time before the hour and date specified for the return of this tender any of the following acts:

1. Communicate to any person other than the person calling for those tenders the amount or approximate amount of the 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;
2. Enter into agreement or arrangements with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted;
3. Offer or pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done in relation to any other tender or proposed tender for the said work any act or thing of the sort described above.

In this certificate, the word “person” includes any person and any body or association, corporate or unincorporated; and “any agreement or arrangement” includes any such transaction, formal or informal, and whether legally binding or not.

Signature		Print name:	
Job Title/Position:		Organisation	
Telephone No.		e-mail	
Address		Date	

Tree Numbers.

61	Battle Abbey	2100
62	Bayham Abbey	59
91	Bramber Castle	50
126	St Augustines Abbey	39
127	St Augustines Conduit House	20
182	Deal Castle	23
188	Dover Archliffe Fort	3
189	Dover Castle	524
190	Dover Knights Templar Church	3
191	Dover Western Heights	98
220	Eynsford Castle	11
237	Faversham Stone Chapel	26
272	Gravesend Milton Chantry	4
393	Lullingstone Roman Villa	159
486	Pevensey Castle	44
517	Reculver Roman Towers	4
519	Richborough Roman Fort	68
524	Rochester Temple Manor	5
579	Sutton Valence Castle	10
580	St Johns Commandery	9
625	Upnor Castle	34
641	Walmer Castle	1264

Tree Numbers

29	Appuldurcombe House	215
78	Bishops Waltham Palace	44
89	Boxgrove Priory/Boxgrove Quarry	5
129	Carisbrooke Castle	447
183	Deddington Castle	10
187	Donnington Castle	37
241	Flowerdown Barrows	1
242	Fort Brockhurst	234
243	Fort Cumberland	9
420	Minster Lovell Hall	46
446	Netley Abbey	59
449	North Hinksey Conduit House	1
450	Northington Grange	21
451	North Leigh Roman Villa	1
474	Osborne House	3367
497	Portchester Castle	45
499	Portsmouth Garrison Church	1
531	Rycote Chapel	1
562	Silchester Roman Town	185
565	Southwick Priory	46
602	Titchfield Abbey	16
647	Waverley Abbey	36
648	Waylands Smithy	17