



TENDRING DISTRICT COUNCIL

Repair and Maintenance Contract for

Public Conveniences and Seafront Assets

2016

Volume 1

Tendring District Council, (the Council), wishes to enter into a contract with a Contractor of the highest quality and calibre for the provision of the service for the reactive repair and maintenance of Council owned Public Conveniences and Seafront Amenities under the control of its Coast Protection and Parking Portfolio Holder.

In addition to complying with its legal duty to obtain Value for Money, the Council is seeking to provide an effective, economic and efficient repair and maintenance service.

Notwithstanding the necessary constraints, duties and obligations imposed upon both parties by a contract of this nature and commercial considerations, the Council desires wherever reasonably practical to do so, to work on the basis of a “partnership” with the Contractor to provide, enhance and continually improve the service.

To the extent only that the Contractor shall not be required to carry out or have imposed upon it, any matters of a non-commercial consideration, such that their inclusion would cause the Council to be in breach of its legal duty, the Council also requires that wherever possible and with the agreement of the Contractor, the conduct and performance of this contract shall be carried out in furtherance of its general strategies, policies and duties.

The Council maintains a Procurement Strategy covering a range of issues such as quality and standards which is available on:

<http://www.tendringdc.gov.uk/business/doing-business-council>

INSTRUCTIONS TO TENDERERS

1. ISSUE OF TENDER DOCUMENTS

1.1 TENDER PACKAGE

The Tender Package comprises of the following documents:-

Volume 1

ITT Part One

ITT Part Two

Schedule 1 – Contract Data (* see Note below)

Specimen JCT Standard Form of Measured Term Contract (photocopy per invitation)

Appendix A - Analysis of premises within the contract area and indication of additional seafront shelters and seafront assets

Volume 2

Schedule 4 – Preambles and Unpriced Schedule of Rates

Schedule 5 – Form of Tender and Draft Forms (including Draft Forms of Bond, Parent Company Indemnity)

All pages are consequentially numbered. Tenderers must check to ensure that they have a complete set of tender documents, and notify the Council immediately if any are missing.

Note:

The format of the Contract shall be the basic JCT Measured Term Contract (2011 edition) as amended and shall be made of and comprise: [Subject to final rearrangement]

1. The Articles of Agreement (1 to 5)
2. The Contract Particulars (1 to 16)
3. Supplementary Conditions of Contract

(1 to 3 above is set out in the Contract Data – provided with this Documentation and will form the JCT Measured Term Contract 2011)

4. Schedules

Schedule 1: Public Conveniences & Seafront Amenities (Asset Register)

Schedule 2: Specification

Schedule 3: –JCT Contract Amendments

Schedule 4: Clarifications

Schedule 5: Pricing

ITT - Part 1

General, Capability, Competency and Economic and Financial Standing

Question Area	Allowable Question	Answers
General	1) Registered Company / Organisation Number 2) Where relevant, name of parent company 3) Type of Company <ul style="list-style-type: none"> i) Public Limited Company ii) Limited Company iii) Limited Liability Partnership iv) Other Partnership v) Sole Trader vi) Other (please specify) 4) Which of the following apply to you <ul style="list-style-type: none"> i) Voluntary, Community and Social Enterprise (VCSE) ii) Small or Medium Enterprise (SME) iii) Sheltered Workshop iv) Public Service Mutual 	
Capability / Competency	1) Is your business registered with the appropriate trade or professional register(s)? 2) If it is a legal requirement for your business to be licenced or a member of a relevant organisation in order for you to provide the requirement in this procurement, then have	

	<p>you fully complied with this requirement?</p> <p>3) The Council will assess the past performance of your organisation and take into account any failure to discharge obligations under any previous contracts awarded to you.</p> <p>To enable the Council to carry out this assessment, please provide details of previous contracts (in last 5 years) you have won and delivered that are relevant to the Council's requirements (please include organisation name and contact details wherever possible).</p> <p>4) Please confirm 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 style="padding-left: 40px;">Council's Liability Insurance = £5m Public Liability Insurance = £10m Professional Indemnity Insurance = £5m</p> <p>If yes, please provide evidence</p> <p>5) Does your organisation have a Health and Safety Policy that complies with current legislative requirements? If yes, please provide copy</p> <p>6) 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>	
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	<p>If your answer to this question is “Yes” please provide details in 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 Council will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the authority’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.</p> <p>If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?</p>	
<p>Economic /Financial Standing</p>	<p>Please provide the following financial information for the most recent year of trading:</p> <ol style="list-style-type: none"> 1) Turnover 2) Annual Profit or Loss 3) Current Liabilities 4) Current Assets 5) Other means of demonstrating financial status where relevant e.g. charity accounts or funds provided by owners / external body <p>Please also state the name of your Auditors who would be able to confirm the above.</p>	

The next section sets out questions which could, on a 'pass/fail' basis, exclude you from any further evaluation as part of the Council's procurement processes

	Please indicate your answer by marking 'X' in the relevant box.	
	Yes	No
Has your organisation or its directors or any other person who has powers of representation, decision or control of the economic operator been convicted of any of the following offences		
a) conspiracy within the meaning of section 1 of the Criminal Law Act 1977(1) where that conspiracy relates to participation in a criminal organisation as defined in Article 2(1) of Council Joint Action 98/733/JHA(2);		
b) corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889(3) or section 1 of the Prevention of Corruption Act 1906(4);		
c) the offence of bribery;		
(d) fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union, within the meaning of— (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(5) and the Theft Act 1978(6); (iv)fraudulent trading within the meaning of section 458 of the Companies Act 1985(7); (v)defrauding the Customs within the meaning of the Customs and Excise Management Act 1979(8) and the Value Added Tax Act 1994(9); (vi)an offence in connection with taxation in the European Community within the meaning of section 71 of the Criminal Justice Act 1993(10); or (vii)destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968;		

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(e) Money laundering within the meaning of the Money Laundering Regulations 2003(11)		
(f) Any other offence within the meaning of Article 45(1) of the Public Sector Directive as defined by the national law of any relevant State.		
If you as an economic operator:		
are an individual are you bankrupt or have had a receiving order or administration order or bankruptcy restrictions order made against you or has made any composition or arrangement with or for the benefit of your creditors or has made any conveyance or assignment for the benefit of your creditors or appears unable to pay, or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986(12), or article 242 of the Insolvency (Northern Ireland) Order 1989(13), or in Scotland has granted a trust deed for creditors or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of your estate, or is the subject of any similar procedure under the law of any other state;		
are a partnership constituted under Scots law have you been granted a trust deed or become otherwise apparently insolvent, or are the subject of a petition presented for sequestration of its estate;		
are a company or any other entity within the meaning of section 255 of the Enterprise Act 2002(14) and have passed a resolution or is the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, or has had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is the subject of the above procedures or is the subject of similar procedures under the law of any other state;		

If you have answered 'yes' to any of the above but have taken remedial action etc. then please provide additional details as necessary.

ITT – Part 2

1.1 WITHDRAWAL

All documents supplied to Tenderers are, and shall remain, the property of the Council.

1.2 CONTRACT AREA

This competitive tendering exercise relates to the repair and maintenance of Council owned public conveniences and seafront amenities within the Tendering District as described within Appendix A.

2. PREPARATION OF THE TENDER

2.1 SUFFICIENCY OF INFORMATION

The Tenderer must obtain for themselves all the information necessary for submitting their tender and entering into a contract and shall be deemed to have carefully examined, read and considered all the Tender/Contract Documents prior to submission of their Tender.

The Tenderer shall be deemed to have made all necessary inspections, surveys, measurements and enquiries to satisfy themselves before submitting their tender as to the correctness and sufficiency of rates, prices, percentage adjustments and all other information which shall fully comply with and cover all their obligations should they be awarded the contract.

2.2 ALTERATIONS AND QUALIFICATIONS

No qualification or alterations to text of any of the Tender/Contract Documents will be permitted and if any are made, without the express written instruction of the Council, the Tender may be rejected or not considered for evaluation.

2.3 BASIS OR PRICING TENDER

The Tender and rates should be prepared and submitted on the basis of providing any of the works as described in the various contract documents for the first 12 months of the contract period, i.e. the first contract year.

The Contract will be for a period of five years with adjustments to the rates being made for fluctuations in prices as detailed in the Contract Conditions. Tenderers should however note that all percentage adjustments required in the tender will be fixed for the duration of the contract and will not be subject to adjustment.

2.4 EVERY ITEM TO BE PRICED

Tenderers should particularly note that the schedule of rates is **unpriced** and that they are to fully price each and every item in accordance with contract documents and where appropriate insert percentages. Items and/or percentages that are not priced in the tender will be deemed to be an offer by the Contractor to undertake the

work at “no cost” to the Council if the Tenderer confirms upon notification of the omission that he wishes to stand by his tender.

2.5 TENDERER’S QUERIES

If any matters in the Tender Documents are considered by the Tenderer not to be clear the Tenderer shall communicate **by email** with the Council to obtain sufficient explanation prior to submitting his tender. Details of how to contact the Council are provided on the published notice and later in this document section 3.

2.6 EXPLANATION NOT TO BE BINDING

This document has been compiled in good faith. However, neither the Council; its financial or legal advisors nor any of their representatives; officers, agents or employees shall be liable for any loss or damage arising as a result of reliance on such information or any subsequent communications. Only the express terms of any written Agreement relating to the subject matter of this document as and when it is executed shall have the contractual effect in connection with the matters to which it relates.

No person in the employment of the Council has any authority to make or give any representations, warranty, and indemnity or undertaking, express or implied, either in respect of the information provided or any related transaction.

No claim for increase of tendered rates, or other rates to be determined as in the Agreement defined, will be entertained, nor shall the Contractor be entitled to make any claim on the grounds of any representation, or on the grounds that he was, whilst preparing his tender, supplied with information or given any promise or guarantee by the Council or their agents or employees, or any other person.

2.7 TRANSFER OR UNDERTAKINGS (TUPE)

The Tenderer’s attention is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246). **It is our view that TUPE will not apply for this contract.**

2.8 METHOD STATEMENT

The Tenderer is to submit with his tender, a fully detailed method statement as a minimum and shall supply the following information:-

- The address and location of all premises from which the Tender proposes to undertake and control the works including his Head Office and Depot as appropriate.
- The normal working hours of the Tenderer.
- A detailed description of the arrangements and methods which the Tenderer proposes to adopt in order to ensure the continuous performance of the Contract.

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- A detailed description of the Tenderers' management and organisational structure.
- A list of the "Operative" by "Trade" that the Tenderer proposes to employ on the Contract including their skills and details of training and qualifications.
- The operational manner in which the Tenderer proposes to organise the work so as to comply with the priority timescales for completion orders.
- Full details of the Tenderers insurance policies in order to comply with the conditions of contract including premium renewal dates, the extent of cover and all and any exclusions.
- The name, experience and qualifications of the workforce undertaking the work.
- Details of all supervisory staff to be employed on the Contract (if relevant) including their experience and qualifications.
- Details of how the Tenderer proposes to receive orders from the Council during the normal working hours.
- Details of how the Tenderer proposes to cover out-of-hours and emergency callouts including the receipt of order and the provision of operatives to undertake the work.
- Proof of registration with appropriate organisations such as NICEIC including details of the accreditation of individual operatives.
- The extent to which the Tenderer proposes to sub-contract work and his proposals for supervising sub-contractors.
- Proposals for providing plant, vehicles and materials sufficient to perform the Contract (if relevant).
- Details of the Tenderer's proposals for radio or telecommunications with his operatives.
- The Tenderer's proposals for meeting the Council's requirements with regards to the making and keeping of appointments.
- A copy of the Tenderer's waste carrier's licence.
- Full details of the Tenderers Policies, Code of Practice and Procedures relating to Health, Safety and Welfare

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- Any and all, additional details or information that the Tenderer considers will be of interest to the Council, especially with regard to working in partnership with the Council to meet the Council's wider policies and strategies as outlined in the "Preface" to the Contract Documents.

3. **SUBMISSION OF TENDERS**

3.1 **Return of Tender instructions**

- Deadline for receipt of your submission is 10.00am on Tuesday 31 May 2016 and must be sent to our locked email address democratictenderbox2@tendringdc.gov.uk. Submissions will only be accepted by this method and before the deadline.
- As the above email address will remain locked until after the deadline please direct any questions or clarification queries **by email** to procurement@tendringdc.gov.uk by the closing date for questions 10.00 am on Monday 16 May 2016. All questions will be collated and responses published, along with the original tender/request for quotation documents, on the procurement page of our website as soon as possible after that date.
- Additional copies **MUST NOT** be submitted in hard copy to any other recipient or member of the Council, or email copied or forwarded to additional email recipients. This may disqualify your submission and could nullify the tender exercise.
- There is a receipt limit of 20 megabytes per email on the Council email system. The onus is on you, the responder, to ensure that emails are received by us. For large files you may like to send zip files up to 20 meg per email or file downloads.
- The Council does not bind itself to accept the lowest or any quotation.

3.2 **ACCEPTANCE PERIOD**

The tender shall remain open for acceptance for a period of three months from the date of receipt of tender.

3.3 **SUBMISSION OF TENDER AND ASSOCIATED INFORMATION**

Tenderers shall submit to the locked email address as stipulated the following:-

- One full set of the schedule of rates fully priced by the Tenderer.
- The Form of Tender fully completed by the Tenderer.
- The Tenderer's Method Statement with regard to carrying out the works containing the information as detailed herein
- The Contractor's Health and Safety Method Statement and any other information that the tenderer considers may be relevant (including any suggested amendments to the JCT Contract, which will be considered during evaluation).

3.4 SUFFICIENCY OF INFORMATION SUBMITTED AT OR PRIOR TO TENDER STAGE

The Council reserves the right to seek clarification or confirmation of any information provided by Tenderer's at or prior to tender submission and to seek further information , clarification or confirmation on any matter at any stage prior to signing of an Agreement.

Tenderers should note that the provision of false or inaccurate information at any stage in the process may be considered a justifiable reason to deselect the Tenderer and/or reject his tender.

4. EVALUATION OF TENDERS

4.1 ARITHMETICAL AND CONTENT CHECK OF TENDERS RECEIVED

All tenders properly submitted will be arithmetically checked in so far as is necessary within the context of the contract documents in addition to being checked for content to ensure that the Tenderer has fully priced the documents, completed as inserts and supplied all necessary information as hereinbefore detailed.

Should any errors and/or inconsistencies in pricing or percentage adjustments be identified, the Tenderer will be notified of the details and afforded the opportunity of confirming or withdrawing their offer.

Should any omission in content (other than pricing or percentage adjustments) or failure to submit other information requested to be submitted with the tender be identified, the Tenderer will be requested in writing to supply, confirm or clarify the missing details or information.

Should any information submitted be the Tenderer prove to be false or inaccurate or not satisfy in any other way the requirements of the contract documents it may be considered a justifiable reason to deselect the tenderer and/or reject the tender.

4.2 EVALUATION CRITERIA

Tenders for this work are invited in accordance with the requirements of this document and will be assessed against the following criteria:

EVALUATION CRITERIA	POINTS
<p><u>Price</u></p> <p><u>Stage 1 – (“Basket” of Rates)</u></p> <p>The rates submitted by the tenderer in the schedule of rates will be multiplied by the estimated quantities of use based on historical data from a representative period of the current contract to give a “notional” value. Tenderers should particularly note that each rate will be used at least once in the evaluation model.</p> <p><u>Stage 2 – (Day works Percentage “B”)</u></p> <p>There shall be added to the “notional contract value”, calculated in accordance with Stage 1 above, the “notional value” derived from application of the day works percentage addition to “Notional Provisional Sums” for the various day work categories (excluding labour)</p>	80
<p>Relevant knowledge, skills and experience of the team and experience within the team of undertaking (successfully) similar commissions.</p>	5
<p>Proven track record in delivering high quality work that corresponds with the requirements of the brief - responsiveness etc.</p>	7
<p>Added Value – include innovations, ideas and solutions that support the Council in meeting its social, economic and environmental responsibilities</p>	<u>4</u>
<p>Management proposals for sub-contractors and suppliers.</p>	<u>2</u>
<p>Suitability of the proposed project management and quality control arrangements.</p>	2

Information on Points Scoring

The lowest tendered price will be awarded the full number of points available - if two or more suppliers tender / quote the same overall price, each will be awarded the full number of points available. Other suppliers will be awarded points on a pro-rata basis of their bid compared to the lowest i.e. 2x the lowest price will receive half the maximum number of points available.

- The tender evaluation model will be applied equally and fairly on an identical basis to all tenders and carried out by the same officers.
- The evaluation procedure will be undertaken on the basis that all Contractors who have been invited to tender will be deemed to be of an approved standard, will have successfully completed the tender application form(s) and provided the necessary information to satisfy the quality criteria.

5. AWARD OF CONTRACT

5.1 TENDER ACCEPTANCE

At the conclusion of the matter referred to hereinbefore, the Council will decide to whom the Contract shall be awarded. Following a 5 day stand still period the successful Tenderer will be required to enter into an Agreement with the Council as detailed in the Contract Data.

5.2 PRE-CONTRACT MEETING

The successful Tenderer will be required to attend a meeting or meeting with the Councils staff prior to signing the Agreement to fully discuss and agree with the Council all operational and other matters in relation to commencing the contract on the due date.

5.3 THE CONTRACT COMMENCEMENT DATE IS ENVISAGED TO BE 1ST JULY 2016

5.4 UNSUCCESSFUL TENDERER

Upon conclusion of the award of Contract the unsuccessful tenderers will be notified of the result of the tendering exercise in writing.

6. OTHER GENERAL INFORMATION

6.1 COUNCIL NOT BOUND TO ACCEPT ANY TENDER

The Council does not bind itself to any accept the lowest tender it may receive and will not accept responsibility or reimburse any Tenderer for any costs, loss or expense that they may incur in the preparation or submission of their tender or their subsequent involvement in the tender invitation process.

6.2 CANVASSING TO DISQUALIFY

Canvassing, directly or indirectly, of any Employee or Elected Member of the Tendering District Council will disqualify the Tendered and may constitute an offence under the Prevention of Corruption Act 1989 or 1916 or sub-section (2) of Section 117 of the Local Government Act

6.3 INSTRUCTIONS TO TENDERERS

The instructions to tenderers will in so far as they are relevant, form part of the Contract Data and JCT Measured Term Contract documents.

SCHEDULE 1 - CONTRACT DATA

JCT – Measured Term Contract 2011 (as amended)

**TENDER FOR REPAIR AND MAINTENANCE CONTRACT
FOR PUBLIC CONVENIENCES & SEAFRONT AMENITIES**

The following key information will form the Articles of Agreement:

Parties' details

- Council's (Councils) name and address**
(Please note that all reference to Council within the JCT shall mean the Council)
 - **Tendring District Council, Public Realm, Northbourne Depot, Vista Road Clacton-on-Sea, Essex, CO15 6AY (Telephone 01255 686969)**
- Contractor's name and address**
 - *To be completed upon award of contract*

Contract Area (First Recital)

- The District of Tendring Council

Contract Administrator (Article 3)

- Ian Taylor and/or Andrew Nepean – Public Realm, Tendring District Council, Northbourne Depot, Vista Road Clacton-on-Sea, Essex, CO15 6AY (Telephone 01255 686969)

CDM Co-ordinator (Article 4 – not applicable for this contract)

Principal Contractor (Article 5)

- Name and Address to be inserted after award of contract*

Properties and description of the types of work (Contract Particulars, item 1)

- List of Public Conveniences and Seafront amenities in the Contract Area in respect of which Orders may be issued are listed in the Appendix A.
- Description of the types of work:
 - The scope of the maintenance and repair work which may be required is set out in Schedule 4 and makes reference to various trades and building operations within Sections 1-12 of that Schedule; together with an emergency out of hours service and work of an ad-hoc or periodic nature from time to time arising, for example but not limited to, repairs to fire damaged property and other work in relation to insurance claims.
 - The National Schedule of Rates will not apply and the Schedule of Rates as submitted and evaluated with the Contractor's tender submission will apply.
 - The Contractor should note that works may be required to be executed simultaneously within the geographical area as detailed in Schedule 3 of the Specification and they shall be deemed to have included any extra cost of labour or transport which may be required for servicing the contract area within the Schedule of Rates.

SUPPLEMENTAL PROVISIONS (Contract Particulars, item 2)

(Sixth Recital and Schedule)

Collaborative working (MTC Schedule, paragraph 1)

- Applies

Health and Safety (MTC Schedule, paragraph 2)

- Applies

Cost savings and value improvements (MTC Schedule, paragraph 3)

- Applies

Sustainable development and environmental considerations (MTC Schedule, paragraph 4)

- Applies

Performance Indicators and monitoring (MTC Schedule, paragraph 5)

- Applies

Notification and negotiation of disputes (MTC Schedule, paragraph 6)

- Dis-applied

CONTRACT PERIOD (Contract Particulars, item 3)

- The Contract shall be for a period of three years but may be extended for a further period not exceeding two years by prior agreement between the parties and at the sole discretion of Council.
- The Contract will commence on 1st July 2016

ARBITRATION (Contract Particulars, item 4 and 16)

- Applicable
 - o Article 7 and clauses 9.3 to 9.8 do apply (delete 'do not apply')
- Appointer or Arbitrator will not be named

ORDERS – MINIMUM AND MAXIMUM VALUE (Contract Particulars, item 5)

- Minimum value of any one Order:
 - o equivalent to hourly rate for emergency call out);
- Maximum value of any one Order:
 - o £25,000

ORDERS – VALUE OF WORK TO BE CARRIED OUT (Contract Particulars, item 6)

- Approximate anticipated value of work to be carried out under this Contract:*
 - o *Up to £125,000 per annum or for the Contract period*

ORDERS – PRIORITY CODING (Contract Particulars, item 7)

FORMAT OF ORDERS

Orders will be issued by the Council to the Contractor from an electronic (email) ordering system.

Each individual order issued by the Council will contain at minimum the following information:-

- o The Council's sequential order number which will be unique to each order must be quoted on all invoices, communication and correspondence and shall not be used for any other order or purpose.
- o The addresses or locations at which the work included on the order shall be carried out.
- o A general description of the repair, fault or complaint to which the order relates.

- Where practical a list of Schedule of Rate items and their associated value to which the order relates. The Contractor shall particularly note that this information may be in “estimate” of the necessary work to be undertaken and may not represent the full measurement and valuation of work necessary to complete the order. He shall nevertheless proceed to complete the order.
- The date of issue of the order which shall for all relevant purposes herein also is deemed to be the date on which the Contractor receives the order.
- The priority response code and consequential date for completion of the order.

PRIORITY RATING & CODING FOR THE EXECUTION OF ORDERS

- Unless otherwise agreed in advance with the Contract Administrator the Contractor will be required to commence and complete work ordered within the timescale and priority identified on each individual works orders as described.
- It is emphasised that the priorities are maximum times and that all repairs are to be commenced and completed as quickly as possible.
- The categories will provide examples of the maximum period in which certain types of repairs should be completed. All orders placed will be marked according to the categories although the Contract Administrator may vary the priority rating in exceptional cases which shall be confirmed on the order.

- **PRIORITY RESPONSES, TIMESCALE AND THE LEVELS OF SERVICE REQUIRED ARE AS FOLLOWS:-**

Repair categories 0 (emergency) to be attached to within a maximum of 2 hours of issue to the contractor or such greater time as allowed by the Contract Administrator up to maximum of 6 hours. Works falling into the category are mainly as follows:-

- Total loss of electricity supply
- Unsafe power or lighting sockets, or electrical fitting
- Total loss of water supply
- Blocked or leaking foul drain, urinal or soil stack
- Leaking from water pipe, tank or cistern
- Serious storm or accidental damage
- Any other reasonably deemed to represent an emergency by the Contract Administrator

The Contractor may assume that any order issued by the Council's Out of Hours Service out of normal working hours or classified as an emergency in accordance with the “Priority Rating for the Execution of Orders” will be deemed to give authority for overtime working provided that the works to which the order relates cannot be properly carried out during normal working hours as defined

hereinbefore. The Contract Administrator's decision shall be final and binding with regards to the payment or not for overtime.

Repair Category 1 to be completed within 24 hours of issue to the Contractor

- Partial loss of water supply
- Partial loss of electrical supply
- Block sink, basin or individual WC where alternative facilities are available
- Tap which cannot be turned off
- Any works the Contract Administrator deems to require completion within 24 hours

Repair Category 2 to be completed within 48 hours of issue to the Contractor

- Any works the contract Administrator deems to require completion within 48 hours
- Replacement doors and windows

Repair Category 3 to be completed within 72 hours of issue to the Contractor

- Any works the Contract Administrator deems to require completion within 72 hours

Repair Category 4 to be completed within 7 days of issue to the Contractor

Examples of works falling into this category are as follows:-

- Leaking roof
- Carpentry repairs/renewals
- Any works the Contract Administrator deems to require completion within 7 days

Repair Category 5 to be completed within 14 days of issue to the Contractor

- Any works the Contract Administrator deems to require completion within 14 days

Repair Category 6 to be completed within 21 days of issue to the Contractor

- Any works the Contract Administrator deems to require completion within 21 days

Repair Category 7 to be completed within a time scale in excess of 21 days to be determined by the Contract Administrator. Examples of works falling into this category are as follows:

- Structural repairs

- External works repairs
- External rendering, painting not associated with other works, air brick repairs
- Internal finishing's and fitting repairs
- Joinery repairs
- Any works the contract Administrator deems to require completion in excess of 21 days

Repair Category 8 will be used for the confirmation of orders issued verbally for example “out of hours”

The Council reserves the right to vary the response timescale for any type of work at any time at the discretion of the Contract Administrator whose decision shall be final and binding.

CONSTRUCTION INDUSTRY SCHEME (Contract Particulars, item 8)

- At the commencement of the Contract Period the Contractor IS a ‘contractor’ for the purpose of the CIS (delete ‘is not a contractor’).

PAYMENTS (Contract Particulars, item 9 – amendment in accordance with Public Sector Supplement)

- Replace existing heading and insert in its place:
 - ‘Payments

(Clauses 4.3, 4.4 and 4.5)

Due dates	The due date in each month is the _____ day of the month
(If no date is stated, the due date is the last day of each month.)	<i>[Dates to be inserted]</i>

RESPONSIBILITY FOR MEASUREMENT AND VALUATION (Contract Particulars, item 10)

- Applicable option:
 - (ii) The Contract Administrator shall measure and value certain Orders and the Contractor shall measure and value the others;

SCHEDULE OF RATES (Contract Particulars, item 11)

11.1 Schedule of Rates is:

- The priced copy of the Schedule of Rates submitted by the Contractor at the time of tender.

11.2 Not applicable

11.3 Rates – Fluctuations

- Clause 5.6.1 does not apply – where the National Schedule of Rates is NOT being used and there is no identified basis for revision, the rates given in the Schedule of Rates will remain fixed.

11.4 Basis and dates of revision

- The rates in the Schedule of Rates will be adjusted by any addition of the Adjustment Percentage or the deduction of the Adjustment Percentage, as submitted by the Contractor and evaluated at the time of tender.
- The basis on which Schedule of Rates is to be revised under clauses 5.6.1.2

DAYWORK (Contract Particulars, item 12)

Valuation – percentage additions (item 12.1)

- Overheads and profit on Materials must be included within the Schedule of Rates and Hourly Charges, as submitted by the Contractor within the Tender Submission
- Overheads and profit on Plant, Services and Consumable Stores must be included within the Schedule of Rates and Hourly Charges, as submitted by the Contractor within the Tender Submission
- Overheads and profit on Sub-Contractors must be included within the Schedule of Rates and Hourly Charges, as submitted by the Contractor within the Tender Submission

Revision of Schedule of Hourly Charges (item 12.2)

- Clause 5.6.3 does not apply
- Annual revision date: [dates to be inserted if relevant]
- The basis of revision of hourly charges, must be set out in Schedule of Hourly Charges, as submitted by the Contractor within the Tender Submission

OVERTIME WORK (Contract Particulars, item 13)

- Percentage addition in respect of overheads and profit on non-productive overtime rates – information to be inserted
- The Contractor may assume that any order issued by the Council's Out of Hours Service out of normal working hours or classified as an emergency in accordance with the "Priority Rating for the Execution of Orders" will be deemed to give authority for overtime working provided that the works to which the order relates cannot be properly carried out during normal working hours as defined hereinbefore. The Contract Administrator's decision shall be final and binding with regards to the payment or not for overtime.

INSURANCE (Contract Particulars, item 14)

- Amount of insurance cover for any one occurrence or series of occurrences arising out of one event:
 - £5,000,000 – Councils liability
 - £10,000,000 – public liability
 - £5,000,000 -
- Percentage to cover professional fees – 15%
- Annual renewal date of insurance as supplied by the Contractor
- Details of the required Terrorism Cover

Tendring District Council Amendments to the Standard Insurance clauses:

Further to and in respect of Clause 6.2:

The contractor shall be liable for, and shall indemnify the Council against, any expense, liability, loss, claim or proceedings in respect of any loss, injury or damage whatsoever to any property real or personal in so far as such loss, injury or damage arises out of or in the course of or by reason of the carrying out of an Order and to the extent that the same is due to any negligence, breach of statutory duty, omission or default of the Contractor or of any of the Contractor's Persons. This liability and indemnity is subject to clause 6.3 and excludes loss or damage to any property required to be insured under clause 6.7.1 caused by a Specified Peril only in so far as the Specified Peril does not arise out of the negligence, breach of statutory duty, omission or default of the Contractor or of any of the Contractor's Persons.

Further to and in respect of clause 6.7.2:

The policy referred to in clause 6.7.1 shall either be a Joint Names Policy or shall include a waiver by the relevant insurers of any right of subrogation they may have against the Contractor (the waiver would exclude any claims against the Contractor for any Specified Peril arising out of the negligence, breach of statutory duty, omission or default of the Contractor or of any of the Contractor's Persons). Where the policy is a Joint Names Policy the Contractor shall authorise the insurer to pay all monies from such insurance to the Council.

BREAK PROVISIONS – COUNCIL OR CONTRACTOR (Contract Particulars, item 15)

- Period of notice – 13 weeks

ADJUDICATION (Contract Particulars, item 16)

- Adjudicator will not be named
- Adjudicator nominating body - shall be one of those listed, if required to be selected

Attestation

Execution as a Deed - attention is particularly drawn to the fact that the Contract will be under seal.

CONTRACT DATA – PART 2

SUPPLEMENTARY CONTRACTUAL OBLIGATIONS IMPOSED BY THE COUNCIL

1. CONTRACT REPRESENTATIVE:

- 1.1 The Contractor shall within one month after acceptance by the Council of its tender given written notice to the Contract Administrator of the identity of the person appointed as the Contract Manager and shall forthwith give notice of any subsequent appointments.
- 1.2 The Contractor shall inform the Contract Administrator of the identity of the person authorised to act for any period as Deputy for the Contract Manager before the start of that period.
- 1.3 The Contract Manager shall inform the Contract Administrator promptly and in writing of any instances of activity or omission on the part of the Council which prevents or hinders or may prevent or hinder the contractor from meeting his contractual obligations.

2. SUPERVISION OF CONTRACTOR'S EMPLOYEES

- 2.1 The contractor's staff engaged in and about the provision of the works shall be under the control and direction of the Contractor's own supervisory staff but shall nevertheless while on the Council's premises comply with all reasonable instructions and requests given to them by the Contact Administrator or is representatives whether verbally or in writing in so far that such instructions relate to Health and Safety matters or the proper provision of the works. Where matters affect the Council's service provision, such instructions shall be confirmed in writing by the contract administrator.

3. DEALING WITH THE PUBLIC

- 3.1 The Contractor shall bring to the attention of the Contract Administrator as soon as is reasonably practical to do so, any dispute, complaint or like matter involving the Contractor and a member of the public.
- 3.2 The Contractor shall ensure and instruct that his employees whilst on Council premises do not engage in discussion with the public or express an opinion on any matter that is contrary to the opinion of the Contract Administrator, breaches the confidentiality of the Council or in any other way has the effect of embarrassing the Council of the Contract Administrator or of bring the Council into disrepute.

4. **NUISANCE & ACCESS**

- 4.1 The Contractor shall not obstruct any public or otherwise permit to be done anything which may amount to a nuisance or annoyance, and shall not interfere with any right of way or light adjoining property, without prior consent.
- 4.2 All operations necessary for the performance of any order shall in so far as is practicable be carried out so as not to interfere unnecessarily or improperly with the convenience of the public or the access to or use or occupation of public or private roads and footpaths to or of properties whether in the possession of the Council or of any other person not to cause any unreasonable noise or disturbance.
- 4.3 The Contractor shall save harmless and indemnify the Council in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in regard to any liability arising from any such matters as foresaid.
- 4.4 The Contractor shall provide the service at all times in such a manner so as to promote and enhance the image and reputation of the Council.

5. **AUDIT OF ACCOUNTS**

The Contractor shall retain for a period of at least three years from the end of the Contract Period in accordance with statutory requirements if longer, all records, paper or computerised, including self-measurements and valuation breakdowns, times sheets and receipted invoices applicable to the Contract and all and any such information shall be made available to the Council's Internal Staff and the District Auditor on demand as they may require. The Contractor shall be deemed to have allowed for any costs incurred in complying with this clause within the Schedule of Rates.

Schedule 1**Appendix A****Part 1 - PUBLIC CONVENIENCES**

	Site Location	Types	Ladies WC's	Ladies WHB's	Gents WC's	Gents Slab Urinal etc	Gents WHB's
1	Meadow Way Jaywick	Ladies Gents & Disabled	12	3	6	14 Urinal Slab	2
2	Garden Road	Ladies Gents	6	3	4	4 Section Slab	1
3	West Greensward Clacton	Ladies Gents & Disabled	16	6	8	14 Section Slab	3
4	Westcliff Clacton	Gents & Disabled	N/A	N/A	9	12 China Urinal Bowls	3
5	Pier Gap Clacton	Ladies	22	8	N/A	N/A	N/A
6	Ambleside Clacton	Ladies Gents & Disabled	3	3	2	3 Section Slab	3
7	Lyndhurst Road Holland	Ladies Gents	3	1	2	4 Section Slab	1
8	Queensway Holland	Ladies Gents & Disabled	3	2	2	3 Section Slab	2
9	Brighton Road Holland	Ladies Gents	3	1	2	4 Urinal Pods	1
10	Holland Gap Holland	Ladies Gents & Disabled	9	3	4	13 Section Slab	3
11	Ipswich Road Holland	Ladies Gents & Disabled	3	1	2	2 Section Slab	1
12	Magdalen Green Clacton	Ladies Gents & Disabled	4	1	3	3 Urinal Pods	1
13	Rosemary Road Clacton	Ladies Gents & Disabled	9	3	3	6 Section Slab	3
15	High Street Car Park Clacton	Ladies Gents & Disabled	4	2	3	Trough Type	2
16	Station Road Brightlingsea	Ladies Gents & Disabled	2	1	1	2 Section Urinal Slab	1
17	Waterside Brightlingsea	Ladies Gents & Disabled	4	2	2	4 bowl urinal	2

OFFICIAL SENSITIVE

18	West Promenade Brightlingsea	Ladies Gents & Disabled	5	2	2	3 China Urinal Bowl	2
19	The Bury St Osyth	Ladies Gents	3	1	2	3 Section Slab	1
20	Manningtree Market Site	Ladies Gents & Disabled	2	1	1	Trough Type	1
21	Kiosk Frinton	Ladies Gents & Disabled	5	2	2	3 China Urinal Bowls	2
22	Connaught Avenue Frinton	Ladies Gents & Disabled	11	3	11	None	3
23	Cambridge Road Frinton	Ladies Gents & Disabled	4	2	2	3 Section Slab	2
24	The Leas Frinton	Ladies Gents	6	2	4	Trough Type	2
25	Old Way Frinton	Ladies Gents & Disabled	3	1	2	5 Section Slab	1
26	Southcliff Walton	Ladies Gents	8	3	4	Trough Type	2
27	The Pier Walton	Ladies Gents & Disabled	12	4	7	9 Urinal Bowls	3
28	Central Walton	Ladies Gents	9	4	5	7 Urinal Bowls	3
29	Coronation Walton	Ladies Gents & Disabled	7	3	2	Trough Type	2
30	Jubilee Beach Walton	Ladies Gents & Disabled	8	3	3	5 stall Urinals	3
31	The Naze Walton	Ladies Gents	4	2	4	Trough Type	3
32	Mill Lane Walton	Ladies Gents & Disabled	4	1	2	Trough Type	1
36	Cemetery Dovercourt	Ladies Gents	2	1	1	Trough Type	1
38	Tennis Court Dovercourt	Ladies Gents Disabled	Single separate units x8				
39	The Cliff Dovercourt	Ladies Gents	8	4	6	Trough Type	3

OFFICIAL SENSITIVE

40	Milton Road Dovercourt	Ladies Gents & Disabled	3	2	2	Trough Type	1
41	The Park Dovercourt	Ladies Gents Disabled	Single separate units x 9				
42	High Lighthouse Harwich	Ladies Gents & Disabled	3	1	2	Trough Type	1
43	The Quay Harwich	Ladies Gents	3	2	2	Trough Type	2

PART 2 - SEAFRONT AMENITIES

1.1 In addition to the list of PUBLIC CONVENIENCES LISTED IN Part 1 of Appendix A, the following which shall refer to seafront amenities that the Council may require maintenance and repair work to be carried out in or on:-

- All land or assets associated with any listed assets; and all seafront shelters, seafront trading kiosks and all specialist seafront Changing Place facilities (currently 3 located in Clacton, Walton-on-the-Naze and Dovercourt)
- Any assets that may be acquired by the Council during the period of the Contract.

For guidance only, the Contractor should note that communal structures, land or assets will include but not be limited to, structure or installations such as, walls, fences, paved areas, signs, non-adopted footpaths, steps and associated features, and items of a similar nature that would reasonably be foreseeable at the time of tender as being within the ownership and the responsibility to repair and maintain.

Schedule 2

EMERGENCY OUT OF HOURS ORDERS/CALL OUTS:-

At all other times out of core hours including weekends, bank and public holidays the Contractor shall maintain a 24 hours emergency call-out telephone line manned continuously by a suitable competent member of his organisation capable of organising a swift and adequate response to emergency orders. Allied to this requirement shall be the provision of all necessary facilities to call out suitably trained and experienced operatives to deal with such emergency orders without delay. Where the contractor is unable to maintain the same emergency call-out telephone line for the duration of this contract he shall give the Contract Administrator not less than five working days prior written notification of any proposed change in this telephone number.

Under no circumstances will an answerphone or similar equipment be permitted in the exercise of this obligation.

For the duration of the Contract the Contractor shall supply to the Council at no longer than one month intervals a list of all operatives together with their telephone numbers who will be employed to receive and undertake 24 hours emergency out of hours orders or callouts.

IDENTITY CARDS

Identity cards approved by the Council shall be provided by the Contractor at his own expense for every operative employed by him. Every identity card shall bear the holder's passport sized photograph and such other particulars as the Council may from time to time require and shall be encased in clear vinyl and permanently sealed. The Contractor shall ensure that his operatives show their identity cards when so requested.

The Contractor's operatives where appropriate shall also be required to carry and show to the Contract Administrator on request cards identifying their accreditation with organisations such as NICEIC or the like.

EMERGENCY OUT OF HOURS ORDERS/CALL OUTS:-

At all other times out of core hours including weekends, bank and public holidays the Contractor shall maintain a 24 hours emergency call-out telephone line manned continuously by a suitable competent member of his organisation capable of organising a swift and adequate response to emergency orders. Allied to this requirement shall be the provision of all necessary facilities to call out suitably trained and experienced operatives to deal with such emergency orders without delay. Where the contractor is unable to maintain the same emergency call-out telephone line for the duration of this contract he shall give the Contract Administration not less than five working days prior written notification of any proposed change in this telephone number.

Under no circumstances will an answerphone or similar equipment be permitted in the exercise of this obligation.

For the duration of the Contract the contractor shall supply to the Council at no longer than one month intervals a list of all operatives together with their telephone numbers who will be employed to receive and undertake 24 hours emergency out of hours orders or callouts.

When emergency orders have been given orally or by telephone to the Contractor, confirmation of such orders shall be given in writing by the Contract Administrator within three working days.

TESTING AND SAMPLES

The Contractor's attention is drawn to the various clauses in the Preambles within each section of Schedule 4 with reference to the requirements concerning normal routine testing of materials and work on site.

The contractor shall pay all costs incurred in submitting samples of materials and workmanship, for the approval of the Contract Administrator which shall be deemed to be included in the rates. All samples approved will be considered to be a fair indication of the quality of materials and/or workmanship to be subsequently used.

UNITS TO REMAIN IN USE

The Contractors attention is particularly drawn to the fact that he will be operating in Public Conveniences which are continual use. Any disruptions to the general public must be kept to a minimum. Where the nature of the works so dictates, and with prior approval of the Council a Public Convenience may be temporarily closed to allow the works to proceed. The Contractor must provide and maintain all necessary signs to indicate that the Public Convenience is closed along with directions to the nearest open convenience. The cost of this shall be deemed to be included in the schedule of rates.

NOTICE BOARDS AND ADVERTISING

The Contractor shall without the written consent of the Contract Administrator erect or display any notice or advertisement except in an approved manner but may position a single board containing the name and address of the contractor and authorised sub-contractors and description of the work at locations to be agreed in advance with Contract Administrator.

CONTINUITY OF WORK

The Contractor should note that due to seasonal closure of some units and other variations in the quantity and nature of the work available to any on time it is not possible for the Council to guarantee continuity of work. The Council will issue orders on a random day to day basis.

OMBUDSMAN COMPLAINTS

The Contractor should be aware that his actions could be subject to investigation by the Local Government Ombudsman if a complaint were made about work that had been undertaken on behalf of the Authority under the terms of this contract. The Contractor will be required to fully co-operate with the Local Government Ombudsman including the provision of information and production of all documents and attendance of witnesses relevant to the investigation on the same basis as that applying to a Local Authority under the provisions of the Local Government Act 1975 and at no additional cost to the Authority.

The Authority reserves the right in addition to any other right it may have under this Contract that where the Ombudsman finds maladministration and injustice as a result of fault of the Contractor, to recover from the Contractor any costs incurred by the Authority including any payments made to the complainant in respect of such fault.

LIASON MEETINGS

Allow for providing sufficient supervisory and/or management resources for attending all necessary meetings with the Contract Administrator or his appointed representative(s). The Contractor will be required to attend a monthly progress meeting with the Contract Administrator or his representatives for the duration of the contract.