<table>
<thead>
<tr>
<th>Title</th>
<th>Banbury Flood Alleviation Scheme – Landscape Works Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>No.</td>
<td>07/012</td>
</tr>
<tr>
<td>Status:</td>
<td>Tender Issue No. 1</td>
</tr>
<tr>
<td>Issue Date:</td>
<td>21/12/11</td>
</tr>
</tbody>
</table>

**Contract ID:** 26604

**Contract Title:** Banbury Flood Alleviation Scheme – Landscape Works & Maintenance Tender

**Procurement Contact:** Renata Streeter
Introduction to the Environment Agency

We are an Executive Non-departmental Public Body responsible to the Secretary of State for Environment, Food and Rural Affairs and a Welsh Government Sponsored Body responsible to the Minister for Environment and Sustainable Development.

Our principal aims are to protect and improve the environment, and to promote sustainable development. We play a central role in delivering the environmental priorities of central government and the Welsh Government through our functions and roles.

The Environment Agency is divided into several regions - South East, South West, Midlands, Anglian, Wales, North West and North East - each of which has a Regional Office, run by a Regional Director. They support the area offices and help co-ordinate their activities.

NETREGS

Are you up to date on environmental legislation? Make sure you are legally compliant. Visit the NetRegs website to receive free guidance on environmental regulations and sign up to receive email updates from www.netregs.gov.uk
The terms and conditions in this document are critical to the performance of this contract. In your own interests you are advised to read these carefully.

Data Protection Act 1998

For the purposes of the Act the Environment Agency is the data controller.

The personal information that we have asked you to provide on individuals (data subjects) that will be working for you on this contract will be used in compiling the tender list and in assessing your offer. If you are unsuccessful the information will be destroyed within one month of the award of contracts. If you are awarded a contract it will be retained for the duration of the contract and destroyed within one year of the contract’s expiry.

We may monitor the performance of the individuals during the execution of the contract, and the results of our monitoring, together with the information that you have provided, will be used in determining what work is allocated under the contract, and in any renewal of the contract or in the award of future contracts of a similar nature. The information will not be disclosed to any one outside the Agency without the consent of the data subject, unless the Agency is required by law to make such disclosures.

These provisions will apply to any person provided by yourselves to do work for us in addition or substitution after the contract has been awarded.

Data Protection Act addendum to specification

Protection of Personal Data

In order to comply with the Data Protection Act 1998 the contractor must agree to the following:

- You must only process the personal data in strict accordance with instructions from the Environment Agency.

- You must ensure that all the personal data that we disclose to you or you collect on our behalf under this agreement are kept confidential.
• You must take reasonable steps to ensure the reliability of employees who have access to personal data.

• Only employees who may be required to assist in meeting the obligations under this agreement may have access to the personal data.

• Any disclosure of personal data must be made in confidence and extend only so far as that which is specifically necessary for the purposes of this agreement.

• You must ensure that there are appropriate security measures in place to safeguard against any unauthorised access or unlawful processing or accidental loss, destruction or damage or disclosure of the personal data.

• On termination of this agreement, for whatever reason, the personal data must be returned to us promptly and safely, together with all copies in your possession or control.
Copyright and Confidentiality

Unless otherwise indicated, the copyright in all of the Documentation belongs to the Agency, and the Documentation is to be returned to the Agency with your tender. The contents of the Documentation must be held in confidence by you and not disclosed to any third party other than is strictly necessary for the purposes of submitting your tender. You must also ensure that a similar obligation of confidentiality is placed upon any third party to whom you may need to disclose any of the Documentation for the purposes of the tender.

Accuracy of Documentation

You should check all documentation; should any part be found to be missing or unclear you should immediately contact the Agency at the address given in the covering letter. No liability will be accepted by the Agency for any omission or errors in the documentation which could have been identified by you.

Amendments to Documentation

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

Alternative Offers

Alternative offers will be considered if they constitute a fully priced alternative and are submitted in addition to a tender complying with the requirements of the Tender Documents. If, for any reason you wish to submit an alternative offer without a fully compliant tender please contact the Agency in accordance with the details in the covering letter.

Freedom of information Act

The Environment Agency is committed to open government and to meeting its responsibilities under the Freedom of Information Act 2000. Accordingly, all information submitted to us may need to be disclosed by us in response to a request under the Act. We may also decide to include certain information in the publication scheme which we maintain under the Act or publish the Agreement (but with any information which is exempt from disclosure in accordance with the provisions of the Act or the Regulations or the Agency’s Confidential Information redacted), including from time to time agreed changes to the Agreement, to the general public. If you consider that any of the information included...
in your tender, or any other information that you have submitted or is otherwise in the Agreement, is commercially sensitive, please identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. You should be aware that, even where you have indicated that information is commercially sensitive, we may be required to disclose it under the Act if a request is received. Please also note that the receipt of any material marked ‘confidential’ or equivalent by the Agency should not be taken to mean that we accept any duty of confidence by virtue of that marking.
Background Information

This landscape tender has been drawn up to allow the Environment Agency to seek prices from appropriately qualified and experienced contractors to conduct a series of soft planting and fencing works. The works will primarily comprise of:

- Hedge planting
- Tree planting
- Wetland planting adjacent to rivers and in wet pasture areas
- Small scale grass seeding works
- Maintenance of the above

Subject to successful negotiations between landowners a series of Country Park creation works will be included. These include;

- Formation of a wetland scrapes
- Agricultural fencing
- Path formation
- Tarmac car park

The flood alleviation remediation works are located at three separate sites in Banbury as illustrated in Figure 1. The first larger site is referred to as the Flood Storage Reservoir, the second comprises the A361 hedge planting and both are positioned to the north of the M40. The second is the Wildmere Industrial Estate positioned to the south of the M40.

The country park formation works will largely occur off the current flood alleviation works site in RA6 North and RA6 South and in a large agricultural field to the south of the M40 referred to as the Woodland Extension.

The works will be conducted in the first appropriate planting season after completion of the main engineering contract to construct flood defences, to reduce the risk of flooding in Banbury.

Evaluation Criteria

Tenders will be evaluated 50/50 against price and quality.

The quality criteria is made up as follows:

- BALI accreditation
- Programme
- Technical capability and capacity
- Previous experience in similar projects
- Method Statement relating to Public Safety
- Health & Safety
- Sustainability
- Quality Assurance
Information to be submitted

Please complete and return the following as a hard copy:

- Bill of Quantities
- Form of offer
- Declaration – Collusive Tendering

In addition, your tender should contain the following set out in the same order as below with the same headings:

- **Commercial:**
  - Your Company’s full name (with whom a resulting contract may be placed), registration number and registered office
  - Your company’s representative for this contract
  - Details of your Public Liability insurance held
  - Your company’s financial statement in the last 6 months
  - An organogram including names of individuals who will undertake the roles of Contract Manager, Site Agent and Health & Safety Officer

- **Technical**
  - Understanding of the brief and its context
  - Outline Programme
  - Outline Method Statement for receipt, storage and transportation of plant material on site
  - Outline Method Statement relating to working adjacent to a live Highway
  - Outline Method Statement relating to working adjacent to watercourses

- **Sustainability**
  - Completed sustainability questionnaire attached

- **Health & Safety**
  - Completed health and safety questionnaire attached
Banbury Flood Alleviation Scheme

Landscape Works & Maintenance Contract – TENDER ISSUE No.1

Index to Sections

1. Preamble
2. Instructions to tenderers
3. Conditions of contract
4. Contract particulars
5. Site visits
6. Quality section
   6.0. Statement by Contractor
   6.1. Record of authorised amendments to the tender documents.
   6.2. BALI registration details
   6.3. Table of referees
   6.4. Proposed sub-contractors
   6.5. Contract management
   6.6. Quality assurance
   6.7. Health and safety
   6.8. Environmental management
   6.9. Programme
   6.10. Method statements
   6.11. Quality assessment scoring sheet
7. Contract drawings
8. Specification for works
9. Schedules of works
1. Preamble

This landscape tender has been drawn up to allow the Environment Agency (herein referred to as the Employer) to seek prices from appropriately qualified and experienced Contractors to conduct a series of soft planting and other landscape works. The works will primarily comprise of:

- Hedge planting.
- Tree planting.
- Wetland planting adjacent to rivers and in wet pasture areas.
- Small scale grass seeding works.

The works will be located at three separate sites in Banbury as illustrated on Figure 1. The first larger site is referred to as the Flood Storage Reservoir (FSR) and is positioned to the north of the M40, the second is hedge planting along the A361 and the third is the Wildmere Industrial Estate positioned to the south of the M40.

The works in the FSR will only take place to the north of Canal Bridge No.159 over the Oxford Canal. The flood alleviation works to the north of the canal bridge have been substantially completed whilst the works to the south of the bridge are still a live civil engineering site and classified as a notifiable site under the CDM Regulations.

The main civil engineering site is however demobilised between December 22nd 2011 and March 2012 but will be active again in Spring 2012.

The works will be conducted in the first appropriate planting season after completion of the main engineering contract to construct flood defences to reduce the risk of flooding in Banbury.
2. Instructions to tenderers

This landscape tender has been constructed so that a price can be generated separately from the main engineering construction contract (herein referred to as the engineering contract). The following should be noted by the tendering contractors;

1. Please acknowledge receipt of this tender and your intention to tender. If, on considering the documents, you decide not to tender please return all the documents to the Environment Agency with a covering letter.

2. The Environment Agency wish to appoint the same landscape contractor to undertake both the construction works and the ongoing maintenance works. They will consider both aspects of the tender together to arrive at a global figure on which the cost of the overall landscape works and maintenance contract will be judged.

3. The Conditions of Contract to be used on this project are the JCLI Landscape Works Contract 2008 (JCLI LWC 2008). The tenderers are assumed to be familiar with this form of landscape contract and if they are not then they are requested to make themselves familiar with it before they tender. The tenderers’ attention is drawn to the updated clause A20 of the specification as relating to the Contract. For the maintenance works the JCLI Landscape Maintenance Works Contract 2008 (JCLI LMWC 2008) will be used.

4. The form of Specification used with this project will be the National Building Specification (NBS) form with additional clauses to reflect specific requirements of the Environment Agency. The current revision of the Environment Agency’s NBS specification is Rev 14C dated May 2010.

5. Schedules of Works are used to allow the tenderers to prepare a fully priced tender. If there are any work items which you feel have not been placed in the schedules then you should bring this to the attention of the landscape architect. By not placing a price against any item in the schedule then this is deemed to be having been included as a price elsewhere in the schedules.

6. All queries relating to this tender should be put in writing to Renata Streeter at the following email address:

   Renata.streeter@environment-agency.gov.uk

7. All Schedules of Works must be priced and a summary built up. All schedules and the summary must be returned with your tender.

8. The Quality Section of the tender must be completed and returned along with the priced schedules.

9. The principal landscape contractor must be BALI registered and details of your registration must be submitted with your tender.

10. All proposed sub-contractors must be identified in Section 6.4 contained within the Quality section.
11. The Quality section contains an empty table for a list of similar projects for tenderers to complete at Section 6.3. This seeks information on the type of landscape operation, the size of the contract, where and when the works were undertaken and the client for which you undertook the work. We do not seek extensive descriptions of projects and ask that you summarise points that are directly relevant to the works proposed at Banbury and summarised on these drawings.

12. The references we seek from your other employers for your performance should ideally be for similar types of landscape operations. It is your responsibility as tenderers to provide us with the correct contact details and seek any agreement with the referees for us to seek the references.

13. The Environment Agency makes health and safety of their staff, contractors working on their behalf and the public a prime concern. The tenderers’ attention is drawn to the health and safety questionnaire and we request that it is completed in full and not just generic statements returned to us.

14. Although landscape works and maintenance are not strictly notifiable under the CDM Regulations 2007 as amended we consider the scale of the works and their proximity to water and highways means that the Employer may choose to notify the HSE of the landscape works or have it considered under an existing F10 notification to the HSE. A tender stage pre-construction information pack is attached for the tenderers’ information and to aid the tender process.

15. The Environment Agency wish to know who the contractor’s key personnel are. Please name the individuals who will be the Contract Manager, Site Agent and Health and Safety Officer and provide a brief CV of their experience. You will note that the experience these individuals are able to demonstrate will be used as part of the quality scoring process.

16. Where items are attached to your tender response to explain a particular part of the quality section then please mark such documents in the top right corner with the correct section reference for ease of location and understanding.

All tenders need to be returned with the attached label clearly displayed on a plain envelope with no contractor mark to be received by no later than 2pm on Friday 20th January 2012.

Please post two hard copies and one electronic copy to:

Please return your completed Bill of Quantities (BoQ) in the Excel spreadsheet format provided (and not pdf or other format).
3. Conditions of contract

The conditions of contract are the JCLI Landscape Works Contract 2008 (JCLI LWC 2008). The tenderers are assumed to be familiar with this form of landscape contract and if they are not then they are expected to make themselves familiar with it before they tender. The maintenance works will be let under the JCLI Landscape Maintenance Works Contract 2008 (JCLI LMWC 2008).

Tenderers should review the Contract Particulars as summarised in Section 4 of this tender.
4. **Contract Particulars**

The following contract particulars have been set for the landscape construction works. This table should be read in conjunction with the conditions of contract described in Section 3 and enclosed as Appendix A.

<table>
<thead>
<tr>
<th>Clause etc</th>
<th>Subject</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Fourth Recital and Schedule 2</td>
<td>Base Date</td>
<td>Date is 3/1/12</td>
</tr>
<tr>
<td>(paragraphs 1.1, 1.2, 1.5, 1.6, 2.1 and 2.2)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fourth Recital and Clause 4.2</td>
<td>Construction Industry Scheme (CIS)</td>
<td>Employer at the Base Date</td>
</tr>
<tr>
<td></td>
<td>* is a ‘contractor’/is not a ‘contractor’</td>
<td>for the purposes of the CIS</td>
</tr>
<tr>
<td>Fifth Recital</td>
<td>CDM Regulations(^1)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>* The CDM Regulations do not apply and Articles 4 and 5, Clauses 3.9 and 3.10 are not applicable (unless circumstances change)</td>
<td></td>
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<tr>
<td></td>
<td>or</td>
<td></td>
</tr>
<tr>
<td></td>
<td>* The CDM Regulations apply, the project is not notifiable, Clause 3.9 applies and Articles 4 and 5 and clause 3.10 are not applicable (unless circumstances change)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>or</td>
<td></td>
</tr>
<tr>
<td></td>
<td>* The CDM Regulations apply and the project is notifiable and Articles 4 and 5 and clauses 3.9 and 3.10 apply</td>
<td></td>
</tr>
<tr>
<td>Article 7</td>
<td>Arbitration</td>
<td>Article 7 and Schedule 1 (Arbitration)</td>
</tr>
<tr>
<td></td>
<td>(if neither entry is deleted, Article 7 and Schedule 1 will not apply. If disputes and differences are to be determined by arbitration and not by legal proceedings, it must be stated that Article 7 and Schedule 1 apply)(^2)</td>
<td>* apply/do not apply</td>
</tr>
</tbody>
</table>

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\(^1\)See the Guidance Notes and JCLI Practice Note No.8. A project is not notifiable under the CDM Regulations where it is not likely to involve more than 30 days, or 500 person days, of construction work, or it is being carried out for a residential occupier as a purely domestic project.

\(^2\)On factors to be taken into account by the Parties in considering whether disputes are to be determined by arbitration or by legal proceedings see the Guidance notes. See also footnote 9.
<table>
<thead>
<tr>
<th>Clause etc</th>
<th>Subject</th>
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</thead>
</table>
| 1.1        | CDM Planning Period<sup>1</sup> shall mean the period of *(Not applicable if the CDM Regulations do not apply)*
|            | * 28 days________ days/weeks ending on the Date for Commencement of the Works/ *
|            | * beginning/ending on __________________ 20 ______ |
| 2.2        | Date for Commencement of the Works 13<sup>th</sup> February 2012 |
| 2.2        | Date for Completion 25<sup>th</sup> May 2012 |
| 2.8        | Liquidated damages at the rate of £ 400 per week or part thereof<sup>4</sup> |
| 2.10A or 2.10B | Defects and plant establishment by Contractor or Defects and plant establishment by Employer * Clause 2.10A applies (2.10B deleted) or * Clause 2.10B applies (2.10A deleted) |
| 2.10A or 2.10B | Rectification Period ________ 24 months _____ months 5 |
| (The period is 12 months unless a different period is stated) |
| 2.13       | Theft or malicious damage (prior to practical completion) Provisional 2.5% Sum £ ______________________________ (This clause only applies if a Provisional Sum is stated) |

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<sup>1</sup> Under the CDM Regulations 2007 every client is expressly required to allocate sufficient time (the CDM Planning Period) prior to the commencement of construction to enable contractors and others to carry out necessary CDM planning and preparation. There may be cases where that planning and preparation needs to be completed earlier than the Date for Commencement of the Works.

<sup>4</sup> Insert ‘day’, ‘week’ or other period

<sup>5</sup> Only make an insertion here if the default position set out in this item is not to apply
Clause etc | Subject
--- | ---
4.3 | Percentage of the total value of work etc. (The percentage is 95 per cent unless a different rate is stated) 90% per cent
4.5 | Percentage of the total value of work etc. (The percentage is 97.5 per cent unless a different rate is stated) 95% per cent
4.8.1 | Supply of documentation for computation of amount to be finally certified. (This period is the same as in clause 2.10A or 2.10B unless a shorter period is stated) 15 months
4.11 | Contribution, levy and tax changes * Clause 4.11 deleted applies
4.11 and Schedule 2 (paragraph 13) | Percentage addition for Fluctuations Option 5 per cent
5.3.2 | Contractor’s insurance – injury to persons or property. £ 10,000,000 Insurance cover (for any one occurrence or series of occurrences arising out of one event)
5.4A, 5.4B and 5.4C | Insurance of the Works etc - alternative provisions * Clause 5.4A applies, (Works insurance by Contractor in Joint Names) applies * Clause 5.4B (Works and existing structures insurance by Employer in Joint Names) applies * Clause 5.4C (Existing structures insurance by Employer in own name) applies

6 Delete if the contract period is of such limited duration as to make the provision inappropriate
7 Depending on the nature of the project and insurance available, the Parties may use:
(i) Clause 5.4A on its own (where the Works are not an extension to or an alteration of existing structure);
(ii) Clause 5.4B on its own (where the Works are an extension to or an alternative to an alteration of an existing structure and the Employer can obtain the insurance in Joint Names in compliance with Clause 5.4B); or
(iii) Clause 5.4C together with clause 5.4A (where the Works are an extension to or an alteration of an existing structure and where the Employer is a residential occupier and cannot obtain the insurance in Joint Names in compliance with Clause 5.4B). See the Guidance Notes.
<table>
<thead>
<tr>
<th>Clause etc</th>
<th>Subject</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.4A.1 and 5.4B.1.2</td>
<td>Percentage to cover professional fees <em>(If no other percentage is stated, it shall be 15 per cent)</em></td>
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<tr>
<td>7.2</td>
<td>Adjudication 8</td>
</tr>
<tr>
<td></td>
<td><strong>The Adjudicator is to be agreed between both parties to the Contract and if one cannot be agreed then appointed by the President or Vice-President of The Landscape Institute</strong></td>
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<tr>
<td></td>
<td>Nominator of Adjudicator – where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act <em>(whenever that is established)</em> 9</td>
</tr>
<tr>
<td>Schedule 1 (paragraph 2.1)</td>
<td>Arbitration 10</td>
</tr>
<tr>
<td></td>
<td><strong>President or a Vice-President of The Landscape Institute</strong></td>
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<td></td>
<td>Appointor of Arbitrator 11</td>
</tr>
</tbody>
</table>

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8 The Parties should either name the Adjudicator or use the nominator if the need arises. The Adjudication Agreement (Adj) and the Adjudication Agreement (Named Adjudicator) (Adj/N) have been prepared by JVT for use when appointing an Adjudicator.

9 Not used

10 This only applies where the contracted Particulars state *(against the reference to Article 7)* that Article 7 and Schedule 1 (Arbitration) apply

11 Not used
Section 5 – Site Visits

It is strongly recommended that the tenderers takes the opportunity to visit the flood storage reservoir, the A361 and Wildmere Woodland sites at the start of their tender process. Parts of the sites will still be active construction sites under the control of the engineering contractor Galliford Try Infrastructure. Site visits will only be allowed by prior appointment and the following date is suggested when tendering. Tenderers if they so choose will receive an accompanied visit with an Employer’s Representative for the overall works and the Landscape Architect for the planting scheme.

Tenderers should contact the Landscape Architect directly on sryder@ryderlandscape.co.uk to arrange site attendance for this date. A morning session and an afternoon session will be arranged.

- Thursday 12th January, 2012

The works are spread across three sites in Banbury as illustrated on Figure 1 attached to this tender. The sites running from north to south are;

- Flood storage reservoir – works in a rural area to the north of Canal Bridge No.159
- A361 road adjacent to the flood storage reservoir – works along highway verges
- Wildmere Woodland in the Industrial Estate – works in and around sensitive industrial complexes

All sites, or access to sites have controlled access arrangements and will be subject to major civil engineering construction works in advance of the landscape contract commencing.
6. Quality section

The tenderers should complete and return with their tender all the sections marked as a Quality Section Returnable Document. The successful tenderer will be required to implement the Quality Plan that they describe in this Section. An item is placed in Schedule A – Preliminaries to allow a price to be set against the delivery of the Quality Plan should they deem it necessary.

The Environment Agency expects to receive a high quality service from its contractors and approach to quality is taken seriously in the assessment of tenders and tenderers to ensure they are capable of undertaking the work to the expected high standards. These same quality standards are then monitored on site to ensure the delivery of the quality landscape scheme that the Environment Agency and its partners are paying for and expect.

In preparation of the tender quality section the tenderers should complete all parts of Section 6. A guide length for each response is given to aid the tenderers. If you wish to append any documents to your submission please keep these to only directly relevant material rather than generic text and clearly mark them with the appropriate quality section reference.

List of quality section elements

6.0. Statement by Contractor

6.1. Record of authorised amendments to the tender documents.

6.2. BALI registration details

6.3. Table of projects and referees

6.4. Proposed sub-contractors

6.5. Contract management

6.6. Quality assurance

6.7. Health and safety

6.8. Environmental management

6.9. Programme

6.10. Method statements
We confirm that, unless specifically stated otherwise, nothing in the information we have given in the Tender schedules or appended to them, or the Employer’s acceptance of our tender, changes our responsibility to Provide the Works in accordance with the Works Information or our liability for design.

Signed  Date

Name  Position

Contractor

Name  Position
We confirm that the following letters from the Employer, amending the tender documents, have been taken into account in this tender:

<table>
<thead>
<tr>
<th>Date</th>
<th>Title or Details</th>
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<tbody>
<tr>
<td>1.</td>
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<td>10.</td>
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Signed  Date

Name  Position

Contractor
Type of Membership

Please tick all boxes that are appropriate to your firm.

<table>
<thead>
<tr>
<th>Grade of Membership</th>
<th>Tick box</th>
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<tbody>
<tr>
<td>Contractor</td>
<td></td>
</tr>
<tr>
<td>Group</td>
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<tr>
<td>Probationary</td>
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<tr>
<td>Affiliate</td>
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<td>Designer</td>
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<td>Overseas</td>
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<tr>
<td>Corresponding</td>
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<tr>
<td>Not a member of BALI</td>
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Please state when your membership of BALI started: .................................................................

Please list below any BALI Awards that your company may have received in the last three years stating location, client, contract amount and a brief description of what the works primarily consisted of.

<table>
<thead>
<tr>
<th>Location</th>
<th>Employer</th>
<th>Contract Value</th>
<th>Summary of works</th>
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<tbody>
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Signed Date

Name Position

Contractor
Please describe below a maximum of five projects that you have completed in the last three years that contained similar works to those specified for Banbury. We will seek references from your clients on some or all of these projects and ask you to seek any necessary permission first and supply us with their correct contact details. Please place any relevant Environment Agency projects you wish to include at the top of the table.

<table>
<thead>
<tr>
<th>Name, location and nature of the landscape works and or maintenance contract</th>
<th>Employer name and contact details. (Ideally phone and e-mail address)</th>
<th>Contract dates and value</th>
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</thead>
<tbody>
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Signed  
Date  

Name  
Position  

Contractor
We notify you that it is our intention to employ the following Subcontractors on the works.

If we are awarded a contract for the Works we agree that this notification does not change the requirement for us to submit the names of all proposed Subcontractors to the Project Manager for acceptance.

<table>
<thead>
<tr>
<th>Name and address of proposed Subcontractor</th>
<th>Nature and extent of work</th>
<th>Previous experience with Subcontractor and are they BALI registered?</th>
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</table>

Signed

Date

Name

Position

Contractor
Note to contractors: Please describe the management arrangements for the works. You are requested to include:

1. An organisation chart showing on-site and off-site management (naming the key people you have identified to work on this project.)
2. Brief CVs for the key people you have proposed e.g. Contracts Manager, Site Agent, Health & Safety Manager.
3. Details of the location (and functions) of offices from which the works will be managed.
4. An explanation of how you propose to allocate adequate resources to enable you to comply with the requirements and prohibitions imposed on you by or under the statutory provisions relating to health and safety.

Please summarise below the items attached to your tender in response to this section. Please mark such documents with this section reference for ease of understanding:
Quality Section Returnable Documents
JCLI LWC 2008.
Banbury Flood Alleviation Scheme

Section 6.6
Quality Management System (QMS) – 2 pages

Please state below whether you company has an externally accredited QMS to ISO 9001. If you have please give the name of the external accreditation organisation, when you were first accredited and append a copy of your Quality Policy Statement and QMS Accreditation Certificate to your tender return.
The Landscape Contractor will be appointed to work on projects directly by the Environment Agency. This tender Health and Safety questionnaire will assist the Environment Agency to satisfy itself that the Landscape Contractor is competent and that they have made adequate resources for health and safety.

The proposed landscape works and maintenance project is deemed not to be notifiable under the CDM Regulations due to the nature of the works. However it will be managed under CDM Regulations as best practice in line with the Environment Agency’s drive to minimise risk and accidents on their construction sites.

The Landscape Contractor will be directly appointed by the Employer to undertake the landscape works and subsequent maintenance.

At times they will be working partly on, or accessing across a live engineering site where Galliford Try Infrastructure are the Principal Contractor as defined by the CDM Regulations - 2007.

By returning this form the Contractor is acknowledging their willingness and competency to act both as a Competent Contractor responsible for Health & Safety in areas away from the engineering works and as a Contractor responsible to a Principal Contractor (namely Galliford Try Infrastructure) for works on, or access across the current engineering site. The responsibility to the Principal Contractor on the main engineering works area is also cascaded to any subcontractors the landscape tenderer wishes to use on the engineering site.

Should the engineering contractor responsible for the main works, or another contractor acting on their behalf be working concurrently on site, then the tenderer will be expected to work in partnership with them. This scenario may occur should the engineering contractor need to attend site to conduct corrective actions. The Landscape Contractor will be required to enter into a working agreement with appropriate Risk Assessments and Method Statements (RAMS) in order to satisfy the requirements of themselves acting as Competent Contractor and working to Galliford Try Infrastructure as Principal Contractor. Tenderers for the Landscape Contract accept that in these circumstances they would be willing to work alongside the Principal Contractor to fulfil his duties thereof as required by the CDM Regulations -2007.

Advice has been sought from the CDM Co-ordinator to the scheme who has given the following guidance:

1. The same Pre-Contract Information (PCI) regarding Health & Safety matters that was provided to the Principal Contractor should be presented to the Landscape Contractors.
2. That a Designer’s Risk Assessment should be presented to the Landscape Tenderers and ideally a Site Health & Safety plan with a SHE box (Safety, Health & Environment) upon.
3. That Co-ordination meetings should take place between the Landscape Contractor and the Principal Contractor to plan landscape works including access and emergency access.
4. That the Principal Contractor should be satisfied that the Landscape Contractor has the level of Health & Safety competency to allow them access onto their site.
5. That the Principal Contractor should vet the RAMS produced by the Landscape Contractor for all work on or access across the live engineering site.
6. That the Principal Contractor has a duty to supply details of significant risks and hazards to the Landscape Contractor to allow them to be assessed and referenced in the landscape RAMS if necessary.
7. That the appointed Landscape Contractor will be responsible for all their own welfare facilities and cannot rely on the Principal Contractor’s facilities as they are likely to be de-mobilised for the period of their work.
**Health and safety – Competence and resources**

1. The procedures we propose to adopt for developing and implementing the Health & Safety Plan are:

2. Our proposed approach and time allowance to deal with the high risk areas, including Health and Safety, particularly identified in the Pre-Construction Information, are:

3. We have allowed the following time period from contract award for the development of the construction phase Health and Safety Plan:

We confirm that the answers to the above 3 questions will enable us to comply with the requirements and prohibitions imposed on us by or under the statutory provisions relating to health and safety.

Signed  Date

Name  Position

Contractor
Please state below whether you company has an externally accredited EMS to ISO 14001. If you have please give the name of the external accreditation organisation, when you were first accredited and append a copy of your Environmental Policy Statement to your tender return.

In addition please complete the section that addresses Site Waste Management Plans (SWMP) and state how you recognise and then instruct your staff about working in proximity to environmentally sensitive locations such as watercourses.

Environmental Management System

Site Waste Management Plans

Working in environmentally sensitive areas

Signed  Date

Name  Position

Contractor
Please provide your proposed preliminary programme. This programme should:

1. Identify the key work items as you understand them.
2. Identify durations of works for each of the work items and how they are inter-related.
3. Any programme constraints you would wish to place on your working in relation to planting, sowing or soil working seasons.

The programme does not need to be presented in a complicated chart with a simple listing of the items sufficient to allow us to gauge your understanding and time allocations for the project.

Programme

Signed

Date

Name

Position

Contractor
We consider the following activities as being critical to the successful completion of the landscape works and maintenance contracts at Banbury:

- Receipt, storage and transportation of plant material on site.
- Working in proximity to the River Cherwell and Oxford Canal.
- Working adjacent to the A361

Please explain by the use of a method statement how you would address each of these critical operations.

Receipt, storage and transportation of plant material on site.

Working in proximity to the River Cherwell and the Oxford Canal.

Working adjacent to the A361

Signed  Date

Name  Position

Contractor
7 Landscape Tender Drawing List

Ryder Landscape Consultants – Landscape Proposals Drawings and Tender Documents are summarised on a separate Drawing Register and Issue sheet. This sheet will be updated with any additional issues of information throughout the tender process.

The Tender drawings and documents are all clearly marked Tender. They will form the basis of any negotiation with a preferred tenderer(s) and be updated and marked as Contract documents for the purposes of the Contracts.
9. **NBS Specification for Landscape Works and Landscape Maintenance Works**

Included in the tender pack as a separate document.
10. Schedules of works

The following schedules of quantities have been prepared for the tenderers to price. They have been prepared as an Excel Spreadsheet and the tenderer should complete them and return them digitally as Excel spreadsheets as part of their return package. The total for each schedule should be carried forward automatically to the summary.

The final amount should be entered into the Form of Tender and returned with copies of the completed schedules and the summary of schedules to fulfil the costed part of your tender submission.

Should the tenderer have any concerns about the functioning of this spreadsheet they should bring it to the attention of Renata Streeter cited at Point 16 of Section 2 and NOT amend the spreadsheet themselves.

Summary of schedules.

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<table>
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<tr>
<td>1</td>
<td>Preliminaries</td>
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<td>2</td>
<td>Setting out and site preparation</td>
</tr>
<tr>
<td>3</td>
<td>Ground preparation</td>
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<tr>
<td>4</td>
<td>Supply of plant materials</td>
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<td>5</td>
<td>Planting operations</td>
</tr>
<tr>
<td>6</td>
<td>Grass seeding operations</td>
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<tr>
<td>7</td>
<td>Marginals, scrapes and aquatic planting</td>
</tr>
<tr>
<td>8</td>
<td>Maintenance Activities (Split into individual years)</td>
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<tr>
<td>9</td>
<td>Country Park Fencing and Gates</td>
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<tr>
<td>10</td>
<td>Country Park Paths</td>
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<td>11</td>
<td>Country Park Planting</td>
</tr>
<tr>
<td>12</td>
<td>Country Park Landscape Maintenance</td>
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</tbody>
</table>
TO: Environment Agency
NCPMS
Swift House
Frimley Business Park
Frimley
CAMBERLEY
Surrey
GU16 7SQ

FROM
…………………………………………
…………………………………………
…………………………………………

I/We the undersigned certify that the information given in this my/our tender is accurate to the best of my/our knowledge, and that false information could result in the termination of any future contract.

I/We also understand that it is a criminal offence, punishable by imprisonment, to give or offer any gift or consideration whatsoever as an inducement or reward to any servant of a public body and that any such action will empower the Environment Agency to cancel any contract currently in force and will result in my/our exclusion from the select list of tenderers / future consideration for tenders.

I/We agree that this tender remains open for acceptance within 90 days from the date on which it is due to be delivered.

I/We the undersigned do HEREBY UNDERTAKE, on acceptance of my/our tender, either in whole or in part, to supply Goods Services or Works in accordance with the terms of the JCLI Landscape Works Contract 2008 for the sum of:

£................................................................... – Tender sum in figures
...........................................................................................................................................................................................
...........................................................................................................................................................................................
...........................................................................................................................................................................................

...................................................................... – Tender sum in words

Signed: Print Name Date .