



SPECIFICATION FOR THE “HIRE OF CONSTRUCTION-RELATED HEAVY-DUTY MOTOR VEHICLES, MACHINERY, EQUIPMENT AND PREFABRICATED BUILDINGS”

Environment

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1. Introduction and Background

Bournemouth, Christchurch and Poole (BCP) Council (the Council) is a modern, accessible and accountable council committed to providing effective community leadership. Ensuring we look to provide an area that is safe, clean, green now and in the future, by working to ensure that we create a Sustainable Environment whilst Connecting Communities. Making the towns of the conurbation Dynamic Places thus helping to Fulfil the Lives of our residents, business owners and visitors to the area so that they have a Brighter Future.

To help us expand the services that we provide the community, we are establishing a framework for the hire of construction related vehicles, machinery, equipment and fabricated buildings ("the Framework"). During the term of this Framework, the Council may require from framework providers a range of operated and self – operated construction related vehicles, machinery, equipment and fabricated buildings ("Hire Goods") included within each framework lot and listed in the Tender Response - Part C- Pricing Evaluation to supplement its own in-house resources to assist the Council in the delivery of both Routine Maintenance and Infrastructure Improvement schemes

2. Scope of the service

Due to uncertainties surrounding future budgets for Infrastructure Improvements and Highway Maintenance, the Council provides no guarantees as to the volume or value of Hire Goods or hire periods under the Framework and any quantities referred to are provided for indicative purposes only

A Contractor may be approached with the Council's hire requirements and asked if they are able to provide the Hire Goods required at that time. If the Contractor can meet the Council's requirements (and their previous performance has been satisfactory) then the Council's representative will issue a purchase order for the provision of the required Hire Goods and any Services at the Contract rates and prices.

A Contractor is only required to submit rates and prices for those Hire Goods for which they wish to be considered. Throughout this Specification, the following definitions shall apply:

"Council" shall mean Bournemouth, Christchurch and Poole Council (BCP)

"Contract" means both the Framework and Call Off Contract terms and conditions or just the Call Off Terms and conditions as appropriate.

"Contractor" shall mean a supplier or provider accepted on any or all of the Lots within the framework for the hire of construction related vehicles, machinery, equipment and fabricated buildings i.e., the Framework.

“Hire Goods shall mean operated and self – operated construction related vehicles, machinery, equipment and fabricated buildings included within each framework lot and listed in the Tender Response - Part C - Pricing Evaluation.

Hired Goods shall mean any and all Hire Goods hired out to the Council pursuant to the terms of the Contract.

Hire Driver” or “Hire Operator” shall mean the Contractor’s employee or sub-contractor employed or engaged to operate any of the Hire Goods.

“Services” shall mean” the services to be performed by the Contractor for the Council as part of the hire of the Hire Goods including any associated preparation, delivery and/or collection.

3. General

The Contractor shall provide a reliable and cost-effective hire solution to the Council fully meeting the Contract requirements.

Hire periods usually last between 1 and 28 days, however there are occasions when hire periods will be up to 12 months.

Operated Hire Goods

During the hire period no mileage or other usage restrictions shall apply and costs and arrangements for fuel, routine maintenance and servicing are the entire responsibility of the Contractor.

The Contractor will follow the Council’s reasonable instructions during the hire period and Hire Goods will solely be employed on Council business during hire periods.

Self-Operated Hire Goods

During the hire period no mileage or other usage restrictions shall apply, all routine maintenance and servicing are the entire responsibility of the Contractor.

The self-operated Hire Goods will solely be employed on Council business during the hire periods.

4. Contractor’s obligations

The Contractor shall as a minimum:

- Provide advice on best options, prices, answering queries, dealing with complaints etc
- Provide and review Key performance Indicator information reports and other management information including attendance at quarterly Contract review meetings as required.
- Advise the Council on innovations and improvements/industry best practices which may lead to reductions in hire expenditure and Hired Goods emissions.

5. Hours of Service

Normal (core) operating hours in relation to the provision of the Services shall be:

As required between 07:00 to 18:00 Monday to Friday (excluding Bank and Public Holidays)

Non-core hours are those specifically authorised by the Council for the Contractor to work outside of the core hours.

Any core and non-core hours worked by the Contractor that have not been authorised by the Council will not be paid for.

The Contractor must be compliant with relevant rules and regulations around driver's hours and working time directive in line with the provision of the equipment and use of the supplied equipment.

There may be exceptions to these working hours for example response to emergencies where hours of work cannot be determined prior to commencement of the hire period.

An out of hours service may be required by the Council from time to time for any collection, delivery, recovery or maintenance of plant and vehicles.

An out of hours emergency contact telephone number shall be provided by the Contractor.

6. Personal protective equipment

The Contractor must ensure that their employees and sub-contractors are issued and wear at all times appropriate safety clothing and equipment which is CE marked in accordance with the Personal Protective Equipment Regulations 2002 and other relevant legislation.

This clothing and equipment must be in good order and be stored, used and worn correctly.

Upon request, the Council may supply the Contractor with personal protective equipment which may be charged accordingly.

7. Hand-arm and whole-body vibration

The Contractor's attention is drawn to the requirements of the Control of Vibration at Work Regulations 2005 and the Code of Practice for Noise and Vibration Control on Construction and Open Sites (Vibration) BS 5228

Exposure action values and exposure limits must be clearly indicated through means of HAV tags on relevant items of plant hired to the Council under the Contract.

8. Control of Noise

The Contractor's attention is drawn to The Control of Noise at Work Regulations 2005, the Code of Practice for Noise and Vibration Control on Construction and Open Sites (Noise) BS5228 and Sections 60 and 61 of the Control of Pollution Act 1974

Hired Goods under the Contract must be operated so as to minimise noise emissions. Any plant or vehicles in intermittent use shall be shut down during periods of inactivity or where this is not practical shall be throttled back to a minimum.

The Contractor shall ensure that items of Hired Goods under the Contract are fitted with effective exhaust silencers and that all parts of exhaust systems are maintained in good repair so that extraneous noises from mechanical vibration, creaking, squeaking etc. shall be reduced to a minimum.

9. Lifting equipment

The Contractor's attention is drawn to the Lifting Operations and Lifting Equipment Regulations 1998.

Where applicable, lifting equipment hired under the Contract shall be CE marked, possess a Declaration of Conformity and comply with the UK Supply of Machinery (Safety) Regulations. Inspection frequencies must comply with the Lifting Operations and Lifting Equipment Regulations 1998.

The Contractor is to provide proof of in date certification for supplied equipment.

The Contractor shall fully cooperate with the Council to ensure that all lifting operations involving the use of lifting equipment hired under the Contract is properly planned by a competent person, appropriately supervised and carried out in a safe manner.

All lifting equipment shall be clearly marked with the safe working load (SWL).

10. Provision and Use of Work Equipment Regulations 1998 (PUWER)

The Contractor's attention is drawn to the Provision and Use of Work Equipment Regulations 1998 (PUWER).

For operated Hired Goods, the operator is responsible for carrying out daily inspections and the updating of routine maintenance logs.

For self-operated Hired Goods, the Council will assign and be responsible for daily plant checks and notifying the Contractor of any defects found.

Where new Hire Goods are supplied, the Contractor shall ensure compliance in relation to CE marking and Declaration of Conformity.

In all cases, Hire Goods supplied under the Contract shall be:

- Fit for purpose and correctly installed.
- Safe to use and inspected regularly to ensure that it is maintained in a safe condition.
- Provided with appropriate safety and usage instructions.
- Accompanied by suitable health and safety protection measures.

- Only be used by operators who have received adequate information, instruction and training

The Council's recommended inspection frequency is 6 monthly, and this is the minimum requirement for Hired Goods under the Contract.

11. Sites and Depots

The Contractor shall comply with specific site safety rules for Council depots. This includes signing in, traffic management arrangements and personal protective equipment requirements.

For specific work sites, a Contractor providing operated Hired Goods will require to be inducted and follow site specific safety rules and cooperate fully with the Council in the observance of relevant method statements and risk assessments.

Failure to observe Council safety rules and instructions relating to site and/ or depot method statements and risk assessments will result in the removal of the Contractor from the site.

12. Ordering arrangements

All orders will be by means of a direct call off based on the Contractor's submitted tendered rates set out in Schedule 2 of the Framework Agreement. The ordering procedure to be followed for the direct call off is set out in clause 4 and Schedule 3 of the Framework Agreement.

The Purchase Orders issued by the Council will contain the following information:

- The official order number
- The Contractor's name and address.
- A named individual requiring the hire (the Council's representative)
- The types and numbers of plant or vehicles required.
- The date, time and delivery address of commencement of the hire period

If the vehicle, machinery, equipment or prefabricated building requested are not available, the Contractor may by agreement provide a suitable alternative with similar or greater performance. If an upgrade is provided, the hire rate for the originally requested item shall be charged by the Contractor however if the item provided is of a lower standard, the cost of hire shall be selected from the lower performance category.

A summary of all items of hired vehicles, machinery, equipment or prefabricated buildings (on hire at that time only) shall be supplied by the Contractor to the Council's Supply Manager on a weekly basis

13. Invoicing

The Contractor must work with the Council to minimise the impact in finance back-office of invoice processing. This means a commitment to consolidated **Summary Level Monthly Invoice** accompanied by detailed **Backing File**.

Billing

The Contractor shall submit a **Summary Level Monthly Invoice** (PDF format) for each of the **High-Volume Client Department** ¹which are likely to be:

- Highways
- Housing
- Parks / Grounds
-

Each **Summary Level Monthly Invoice** shall be supported by an excel **Backing File** containing detailed data.

Summary Level Monthly Invoices and **Backing Files** must be submitted by email within two working days of month-end to the **High-Volume Client Department's** nominated email address(es). **Backing Files** must present separate lines for each item supplied. Columns will be headed as follows:

- Purchase Order (PO) Number *if applicable* ²
- Order Code *if applicable* ³
- Site Identifier *if applicable*
- Vehicle Registration *if applicable*
- Cost Centre *if applicable*
- Project Code *if applicable*
- Date of PO
- Product Code
- Product Description
- Unit of Measure (UoM)
- Free text to quantify UoM *as applicable* ⁴
- Cost Per Unit
- Quantity
- Total line price
- Itemised lines for extra charges apply such as waiting times, returned materials, cancellation fees, express delivery fees and so on *as applicable*
- Date of supply
- Time of supply
- Differentiation between Collection and Delivery
- Ticket Number *as applicable*

The descriptions of items on **Backing Files** shall match exactly the descriptions of items supplied.

Management Information

¹ You are not required to submit a Summary Level Monthly Invoice accompanied by detailed Backing File for Low-Volume Client Departments.

² Purchase Order (PO) Numbers will generally apply to orders with delivery to BCP depot / site.

³ Order Code, Site Identifier (where materials are intended for) and Vehicle Registration are required for BCP collections from supplier branches.

⁴ UoM such as bag, roll, box are insufficient and must be supported by weight, dimensions, contents and so on.

- The Contractor shall provide management information reports on a monthly basis by email to the Council's Contract Manager and other specified clients within two working days of month end.
- Reports will show item spend for each of the **High-Volume Client Departments**. The Contractor shall include the following information as the minimum content:
 - Total spend for period (excluding VAT)
 - Details of failed supply sufficient to inform the Councils Contract Manager and to provide end to end auditable reporting
 - Breakdown of products and quantities and unit prices

Payment

Summary Level Monthly Invoices will be settled in full following quick-time (ballpark) validation. Slow-time validation will be accompanied by any queries and credit notes.

14. Delivery

The Contractor shall supply the vehicle, machinery, equipment or prefabricated building on the date, time and location specified in the purchase order and in accordance with the instructions of Council at the prices agreed in the Contractor's tendered rates of the Tender Response - Part C - Pricing Evaluation.

The hire period shall commence at the time requested or when the vehicle, machinery, equipment or prefabricated building arrives at the specified location, whichever is later, provided the Council does not choose to exercise its right to refuse a late delivery.

Delivery, collection and relocation costs are as stated in the Contractor's tendered rates and for the avoidance of doubt are one-way.

Hired vehicles, machinery, equipment and prefabricated buildings delivered by the Contractor to the Council must be signed for by the Council's representative. Under no circumstances shall the Contractor deliver an item without it being properly received and signed for by the Council's representative otherwise the item will be treated as undelivered.

For vehicles, machinery or equipment with operators

Only hours worked on site during the hire period will be paid at the Contractor's tendered rates. No travel time to and from site will be paid by the Council.

The Contractor shall be responsible for the delivery, unloading and generally making fit for use the hired vehicle, machinery or equipment ready for the commencement of the hire period.

For Self-Operated vehicles, machinery or equipment

The Contractor shall be responsible for the delivery, unloading and generally making fit for use the hired vehicle, machinery, equipment or prefabricated building ready for the commencement of the hire period.

Subsequent movement thereafter of the hired vehicle, machinery, equipment or prefabricated building within the delivery location will be the Council's responsibility.

The Council reserves the right to relocate an item of hired vehicle, machinery, equipment or prefabricated building and will notify the Contractor by the following working day of any such move.

15. Collection

For Self-operated vehicles, machinery, equipment and prefabricated buildings, the Council will provide a minimum of 24 hours notification to the Contractor when notifying of off-hiring. This will be confirmed by releasing through verbal confirmation by the Council's representative via telephone call

For operated vehicles, machinery or equipment, the hire period ends when the vehicle, machinery, equipment and operator are released by the Council's representative from the specific task.

The Contractor shall ensure that, where a vehicle, machinery, equipment or prefabricated building has ended its hire period, a vehicle, machinery, equipment or prefabricated building is removed promptly at a time agreed with the Council or by the next working day at the latest. The Contractor will be bound by all obligations under the Contract until such time as the vehicle is off hired by the Council.

The Contractor will take on the responsibility for the security of off hired vehicle, machinery, equipment or prefabricated building following the 24 hours' notice period provided by the Council or when taking collection of their vehicle, machinery, equipment or prefabricated building if earlier.

The Contractor shall provide an off-hire reference number for each item of vehicle, machinery, equipment or prefabricated building that the Council off hires.

16. Cancelled or abortive delivery and collection

In the event that an ordered vehicle, machinery, equipment or prefabricated building requires cancellation, the Council shall notify the Contractor by 16:00 the day prior to the commencement of hire and no charges shall apply for such properly made cancellations.

Where the Council cancels a hire period for a vehicle, machinery, equipment or prefabricated building after 16:00 the day prior to the commencement of the hire period and the vehicle, machinery, equipment or prefabricated building has already been delivered as specified or is in the process of being delivered, the Contractor shall be entitled to a delivery fee which shall not exceed one day's hire charge.

Where the Contractor has attempted to collect a vehicle, machinery, equipment or prefabricated building as agreed with the Council and the vehicle, machinery, equipment or prefabricated building is not available, the Contractor shall be entitled to a collection fee which shall not exceed one day's hire charge.

To avoid any misunderstanding, the Contractor must notify the Council where a collection attempt has been made and confirm the time and address, they made the attempt.

The Contractor is to notify the Council's representative of the failed collection attempt by the end of the following working day.

The Contractor shall process any amendments or cancellations of orders and notify the Council in advance of any cancellation fees arising.

17. Timesheets

For operated vehicles, machinery or equipment hire periods, the Contractor's employee must complete the Council's official timesheet. This completed timesheet must be approved and signed by the Council's representative and must accurately record actual hours worked including non-core hours worked and shall clearly indicate rest periods, down time and any other time agreed not to be paid for.

Timesheets are available either from the place of hire indicated on the purchase order or from one of the Council's depots. At the commencement of the hire period the Council's representative will inform the Contractor of the process for ensuring timesheets are completed accurately and authorised (signed).

Where practicable to do so, timesheets will be made available to the Contractor in advance of the hire period.

Completed timesheets must be returned to the Council's representative by 12:00 each Monday or sooner if the hire period ends before that.

It is the Contractor's responsibility to ensure that timesheets are completed in an accurate and timely manner.

Failure to properly complete timesheets and secure authorisation may result in hours worked or services provided not being paid for or delayed payment.

The Council will not make deductions for stoppages beyond the control of the Contractor e.g., resulting from winter maintenance duties or call outs to deal with emergency situations. This is applicable to non-core hours worked unless agreed prior to the commencement of hire by the Council's representative.

Invoices relating to Contractor's employee hours worked must include a copy of the corresponding timesheet.

18. Vehicle specification

All vehicles shall:

- Conform to the manufacturer's minimum UK specification
- Be maintained according to the manufacturer's recommendations
- Be fit for purpose, roadworthy and meet all legal compliance requirements currently in force
- Where applicable meet all VOSA operator licensing requirements and display a valid "O Licence" disc
- Where applicable display the appropriate road fund licence on the windscreen
- Where reasonably possible, be compliant with best industry practice available at the commencement of hire
- Where reasonably possible, all commercial vehicles to comply with Euro 6 standards as a minimum

- Identify their Hired Goods clearly with the company name, contact details and identity reference
- All Diesel vehicles, machinery, equipment provided must be compatible with HVO fuel, EN 15940

19. Hired Goods maintenance

The Contractor shall provide a comprehensive breakdown, recovery and repair service for all Hired Goods at all times and with no additional cost to the Council.

20. Fuel

Self-Operated Hired Goods shall be delivered with a full tank of fuel and the Council will off hire Hired Goods with a full tank of fuel unless otherwise agreed in advance. The Council will not pay fuel charges unless evidenced by the Council's representative at the point of hire or upon its off hire.

Operated Hired Goods: The Contractor shall at their own expense, refuel the Hired Goods with sufficient frequency to ensure that they are operable during the hire period.

21. Damage caused to Hired Goods

If damage is caused to hired construction vehicles, machinery, equipment where it is proven that the damage is due to the acts or negligence of the Council or its representative, then the Council will be liable for the reasonable cost of repairs to the value of the item in the condition immediately prior to the damage.

Any damage to Hired Goods will be notified and evidenced In writing and with supporting photographic images to the Contractor within 24 hours. Retrospective claims for repairs to damage will not be reimbursed and any claim for damage will need to be evidenced and authorised by the Council representative in advance.

The Contractor will submit a formal invoice with detailed description of parts, labour and all associated costs to the Council.

The Council reserves the right to seek alternative repair solutions utilising relevant skilled labour and compatible parts.

22. Replacement Hired Goods

In the event of a breakdown, accident or similar occurrence which renders the Hired Goods unfit for use, the Contractor shall provide a replacement within 2 hours (following the initial 2 hours to respond to a breakdown) unless otherwise agreed with the Council's representative.

Where Hired Goods require collection and replacement either temporarily due to PUWER checks or more permanently due to damage, the discounted rates for long term hire will remain in place for the direct replacement item.

23. Accident and incident reporting and insurance

All accidents which must be reported under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR). They must be reported immediately to

the Council and the Health and Safety Executive with a copy of the written report to the Council.

The Contractor will retain responsibility for the insurance of operated Hired Goods hired under this Contract.

During any hire period of Self-Operated Hired Goods, the Council shall offer to the Contractor the same degree of security to the Hired Goods as it would for its own items of plant or vehicles of similar value.

During the hire of Operated Hired Goods, the Council shall not be responsible for any costs arising from loss or damage to Hired Goods caused by the actions or negligence of the Contractor's employees or sub-contractors.

Where a third party is responsible for any loss or damage arising to Hired Goods and the Council has provided to the Contractor full details of the incident including, where available the third party's insurance details, the Contractor will not pursue the Council for any payment but will handle any claim directly through their own or the third party's insurance.

24. Hire Drivers and Operators

Contractor's staff involved in safety critical roles (including driving any plant and vehicles) will be subject to the relevant Council Policies

Operated Hired Goods

The Contractor shall ensure that operators hold all licences and certificates relevant to the use of Hired Goods and valid for the hire period in line with current relevant legislation.

The Contractor shall ensure that, where required by law, all its Operators have received appropriate levels of driver CPC (Certificate of Professional Competence) and CPCS (Construction Plant Competence Scheme) training.

Self-operated Hired Goods

The Council shall ensure that Operators hold all license and certificates relevant to the use of Hired Goods and valid for the period in line with current relevant legislation.

25. Penalties and fines

Operated construction vehicles, machinery, equipment

The Contractor shall pay all penalties and fines incurred by a vehicle when operated by the Contractor's employees, sub-contractors or other representatives including parking fines and road traffic offences.

Self-operated construction vehicles, machinery, equipment

The Council shall pay all penalties and fines incurred by a plant/equipment/vehicle when operated by the Councils' employees, sub-contractors or other representatives including parking fines and road traffic offences.

26. Environmental compliance

The Contractor shall comply with current relevant legislation concerning the handling of waste and shall cooperate with the Council in respect of recycling and re-use initiatives.

The Contractor shall comply with the Council's waste management policies and procedures and shall take all necessary measures to prevent pollution of water, land and air.

The contractor shall ensure any spillages, loose spoils are collected and removed from site.

Where required, the Contractor shall be registered as a waste carrier with the Environment Agency and shall cooperate with the Council to ensure that either season ticket annual waste transfer notes or standard waste transfer notes are completed for all movements of waste.

Road Planings generated during the Council's road reconstruction works remain the sole property and responsibility of the Council. The Council will direct the Contractor as to delivery locations.

Arisings collected from gully clearance operation during works to Council's road network remain the sole property and responsibility of the Council. The Council will direct the safe delivery points for these waste materials.

27. Key Performance Indicators

The Contractor shall at all times comply with the service levels outlined. Measurement of compliance / performance will be monitored through key performance indicators (KPIs) detailed in the table below. Monthly KPI reports will be submitted by the Contractor to the Council's representative and will be considered in detail at quarterly review meetings.

Regular failures in performance may result in the Council opting for alternative contractors on the framework.

Item	Key performance indicator	Specification	Target
1	Replacement plant and vehicles	The Contractor will provide replacement plant and vehicles when required within the timescales stated in Section 22.	100%
2	Plant and vehicle availability	Plant and vehicles are to be made available within the timescales stated within Specification Section 12.	100%
3	Operator competence	All Hire Drivers and operators shall have current valid licences and certificates allowing them to legally, safely and efficiently operate the vehicle as stated within Specification Section 24	100%

4	Plant and vehicle condition	All vehicles delivered shall be in a clean, safe and fit for purpose condition and supplied with a full tank of fuel (unless otherwise agreed with the Council's representative).	100%
5	Plant and vehicle collection	The Contractor to ensure that off hired plant and vehicles are collected within timescales stated within Specification Section 15	100%
6	Invoicing	The Contractor is to provide electronic invoicing stated within Specification Section 13, In line with Contract Data Part 1	100%
7	Timesheets	The Contractor for Lot 1 is to submit written timesheets within timescales stated within Specification Section 17	100%
8	Fuel use	The Contractor for Lot 1 and Lot 4 are to record and provide reporting on request, of quantities of fuel by type and subsequent CO2 totals produced. For example, E10, B10, HVO and Kilowatts, timescales to be agreed to suit	100%