

HUMAN REMAINS CALL-OFF CONTRACT 2008
HISTORIC SCOTLAND REFERENCE: HS/C/53031/3503
OJEU REFERENCE: 2007/S 163-202841

Pre-tender Clarification No. 3 – 12 December 2007

Q1 Timetable

Policy Outline 4.3.3 - States DSR inside 10 days
Annex02 1.2.1 - States DSR inside 30 days

DSR within 10 days; Annex 02 1.2.1 to be changed to 10 days

Policy Outline 4.3.4 - States ASPIRE/OASIS reporting to SMR/NMRS in 10 days
Annex02 1.2.2 - States ASPIRE/OASIS to SMR/NMRS in 30 days

ASPIRE/OASIS reporting within 30 days; Project Outline to be changed to 30 days

Policy Outline 4.3.6 - States Slides within 10 days
Annex02 1.2.3 - States Slides within 30 days

Images to be supplied within 30 days; Project Outline to be changed to 30 days

Policy Outline 4.3.7 - States Post ex programme and written approval in 10 days
Annex02 1.2.5 - States Post ex programme and written approval in 30 days

Project Outline 4.3.7 refers to obtaining written permission for further work or a variation (e.g. in timetable) within the immediate post-excavation period of 10 days. Annex 02 1.2.5 refers to the costed post-excavation programme

Q2 Documentation

Policy Outline 4.5 Document not appended to our copy as stated:

The HS Inspectorate's Collections Unit can arrange for the conservation assessment of any artefacts, on or off site, through their call-off contract for artefact conservation, currently held by AOC Scotland Ltd. See the appended 'Guidelines for Project Directors: Dealing with Finds from Projects Sponsored by HS V1.3 April 2006' for further details...

With apologies for this omission, please see the attached document.

Q3 *Liaison*

Clarification of chain of contact and responsibilities between Contractor and HS for police liaison requested with specific reference to:

Project Outline 4.2.4 Contractor to contact police and landowner on arrival, this is not necessarily to report human remains, because the Contractor would be unlikely to have any up to date information; instead it is good practice and serves to forewarn the police of the archaeologist's presence and activities. The intention is to avoid the police being taken by surprise by the presence of archaeologists.

Annex 01 3.1 After their preliminary investigation, the contractor must report to HS manager and a decision on further police contact made at that stage. It is envisaged that the prelim examination would establish whether the remains were human and whether or not they were ancient. If obviously recent then Annex 01.10.01 over-rides this chain of contact. In practice in the event that the remains are human and ancient or non-human then it is almost always likely that the Contractor will make further contact with the police. HS would step in only where this was not possible e.g. on a remote island with no resident police officer.

Annex 01 10.1 In the event that the remains were obviously recent then the Contractor must report to the police immediately. It is expected that the Contractor would inform HS as soon as possible thereafter.

HSOPP5 Policy 1.4 This refers to HS's properties in care

HSOPP Policy 1.5 No conflict with the above

Q4 *Clarification of protocols requested:*

- A) *in 'normal' archaeological circumstances***
- B) *in event of remains potentially being of recent origin***
- C) *in cases where investigations are at properties in care***

We have taken this to refer to protocols for liaison in the three circumstances that are identified immediately above. In regard to Properties in Care the procedures set out in HSOPP5 1.4 would prevail, however it is extremely unlikely that the Human Remains call-off contract would be triggered by a discovery on a PIC as these are mostly highly managed properties in which all ground disturbances are routinely monitored.

Q5 DNA

Annex01 12.6.1 Incomplete sentence?

'The Contractor must indicate whether those of its staff whom it is proposed should carry out this contract have any positive objection to their DNA being compared with that apparently retrieved from ancient'

With apologies, Annex 01 12.6.21 should read: The contractor must indicate whether those of its staff whom it is proposed should carry out this contract have any positive objection to their DNA being compared with that apparently retrieved from ancient human bones with which they have come into close proximity. More broadly, the contractor must ensure that those of its staff working under this contract have agreed in advance and without coercion to participate in work involving the recovery of human remains.

Q6 Conservation

Project Outline 4.5

Annex01 13.1

Annex02 6.2

Clarification of mechanism for HS approval for immediate and later post-excavation artefact conservation under HS Call-off contract requested.

The aim of these various phrases is to identify the responsibility of the Contractor to effect all necessary conservation and to explain that this work will be undertaken under the terms of a separate HS contract. There is thus no cost burden to the Contractor for the actual conservation work. The mechanism is that the Contractor will advise the HS Contract Manager of the conservation need and once the Contractor has the HS Contract Manager's approval they should arrange for the transfer of the materials to the HS contract conservator.

Q7 General

Confirm that Project Outline runs to 23 pages only (last page is 23 of 20)

Confirmed 23 pages

Annex02 1.1.2 Typo? Should 'police' read 'press'?

Confirmed "press"

Annex02 2.1 – Clarification of circumstances for multiple burials: infant burials, remains etc will all potentially produce multiple burials within the working conditions of the contract.

HS reply: Annex 02 2.1 establishes a minimum recovery that will trigger analysis and reporting, in effect, any skeletal material is sufficient.

Schedule 3 Exemplary Itemised Costing

Case A

Clarification - Fee schedule demands a total of 14 working days but allows for only 6 days overnight subsistence and 8 days day subsistence. Are stated figures in schedule the figures that we should work to?

Case B

Clarification - Fee schedule demands a total of 26 working days but allows for only 18 days overnight subsistence and 20 days daily subsistence. Are stated figures in schedule the figures that we should work to?

Figures stated in the schedule should be worked to – T&S for Magnetometry and Resistivity staff/sub-contractor should be included under “Other expenses” as noted in pre-tender Clarification No.1.