



Moor End Road ANPR Bus Lane Enforcement

Volume 0

Instructions for Tendering

Contract Reference HCC1104071

Royston Railway Crossing
General Index of Documents Forming the Contract:

Volume 0	Instructions for Tendering, Tender Return Pack,
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PART I: INSTRUCTIONS FOR TENDERING

PREAMBLE

TENDERS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING INSTRUCTIONS. TENDERS NOT COMPLYING WITH THESE INSTRUCTIONS IN ANY PARTICULAR WAY MAY BE REJECTED BY THE EMPLOYER WHOSE DECISION IN THE MATTER SHALL BE FINAL.

THESE INSTRUCTIONS CONCERN THE TENDER PROCESS ONLY AND WILL NOT FORM PART OF ANY SUBSEQUENT CONTRACT WITH THE SUCCESSFUL TENDERER.

1. These Instructions to Tenderers relate to a contract for Moor end Road ANPR Bus Lane Enforcement, Hertfordshire. The Employer will be Hertfordshire County Council.
2. The Service will be provided under the terms and conditions of the NEC Term Service Contract published in June 2005 by the Institution of Civil Engineers, using Option A, Priced Contract with Price List. Tenderers must familiarise themselves with these conditions and any modifications or additions made by the Hertfordshire County Council. Our letter accepting your tender offer will constitute a binding contract between us.
3. A list of documents provided with this invitation and a list of documents to be returned with the Tender is provided in the Guidance Notes shown in paragraph 35.
4. (i) The Principal Council Representative for the tender process is :

Mr. Sanjay Patel
Hertfordshire County Council
Highways House
41 – 45 Broadwater Road
Welwyn Garden City,
Hertfordshire
AL7 3AX

Tel: 01707 356477

Please note: Communication with the Employer (or Buyer within Delta-ets)

The Delta-ets system enables questions and answers to be exchanged via the e-mail facility in the system and communication with the buyer must happen via this method
Full information on how to access the Employer's eTendering system Delta-ets are contained in the Tender Explanatory Note.

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|------|--------------------------------------------|---------------------------------------------------|
| (ii) | <u>Proposed Timetable</u> | |
| | Invitation to Tender sent out | 4th February 2011 |
| | Clarification Deadline | 18th February 2011 |
| | Response to Clarifications by HCC | 17.00 on 25 th February 2011 |
| | Closing date for receipt of tenders | 12:00 on Friday 11th March 2011 |

Award of Contract

18th March 2011

Start of Contract

18th March 2011

- (iii) **Full instructions on accessing the Delta-ets system and the tender documents can be found in the Tender Explanatory Note. More details in (iv – ix)**
- (iv) To participate in the tender you will need to go into <http://supplyhertfordshire.g2b.info/hpf/> and register, thereafter you will be issued with a **USERNAME** and **PASSWORD**. (If you have already registered with Delta-ets or Supply Hertfordshire, please follow the link above where you can log on using your existing username and password. If you have registered and forgotten your Username and Password, please click on the forgotten password link below the log in box). Please keep this USERNAME and PASSWORD secure, and do not pass it to any third parties.
- (v) Once you have completed your Tender document **you must then “upload” your completed response into the Tenderbox (Access Code 74QW9BT574) by the due date of 12 noon on Friday 11th March 2011**. When replying please ensure that you have read and understood all the necessary documentation and provide all the information requested. Tenders must ensure that these online Tender documents can be accessed and ensure that a response to this invitation is submitted prior to the closing date and time. **The Delta-ets system does not permit Tenders to be submitted after the closing time and date.**
- (vi) Multiple documents can only be uploaded one at a time or can all be 'zipped' together using an application like WinZip. Please make sure you have submitted your completed Tender to the correct Access Code, the council will not be held accountable for any errors made by a tenderer in submitting your tender.
- (vii) **If you are experiencing problems with the system, then please contact the Delta helpdesk via email at support@supplyhertfordshire.g2b.info or call 0845 270 7050 (option 4) Monday to Friday 9am – 5pm for further assistance.**
- (viii) In addition to the requirements stated above, all tenderers must submit a hard copy the Tender Return Pack to be received by the date and time stated below.

The Tender Return Pack is to be submitted, in an **outer** envelope or package **bearing no marks indicating the sender and using the labels provided** (attached to the Tender Explanatory Note). Any such markings may invalidate the bid

Within the outer packaging the Tender Return Pack should be contained in a separate **inner** envelope which **should** be marked with the tenderer's name.

The Tender Return Pack to arrive not later than **12:00 on Friday 11th March 2011**

Strategic Procurement Group
Hertfordshire County Council
Rear Reception
County Hall
Pegs Lane
Hertford
Herts
SG13 8XR

To ensure that there is no delay in the receipt of your tender, tenderers must use the labels provided to clearly identify the document as a tender.

- (ix) Tenderers should be aware that in case of any variance between the hard copy and the electronic copy of its tender the electronic copy will take precedence.

5. **Contract Award Date:** It is anticipated that the Contract will be awarded in March 2011.

6a **Clarifications by the Council:** The Council is under no obligation to seek clarification and it is the responsibility of tenderers to ensure that their tender bids are unambiguous and complete and to seek clarification, if necessary, of the Council's requirements, as per paragraph 6b (Clarification by Tenderers). However, the Council reserves the right to contact tenderers in order to clarify any genuine mistakes or omissions or in relation to responses to ambiguous questions, ensuring that the principle of equal treatment is adhered to all times.

- 6b **Clarification by Tenderers:** The Delta-ets system enables questions and answers to be exchanged via the e-mail facility in the system. All clarification questions, no matter what the nature, must be submitted using this method.
Any queries arising from the tender documents which may have a bearing on the offer should be raised with the Employer as soon as possible. All such questions must be received by 17.00 on Friday 18th February 2011.

Tenderers should be aware that where questions have a fundamental impact on the Invitation to Tender, the questions asked and the answers given will be circulated to all Tenderers, unless there are commercial reasons for giving the additional information only to the party submitting the question.

All Information provided to the tenderer by the Council will at all times be given in good faith and the Council will use reasonable endeavours to ensure that the information given is accurate and complete. The Council shall however not be liable for any mis-statement or misrepresentation made to the tenderer by the Council except where such mis-statement of misrepresentation is made otherwise than in good faith. Tenderers should note that any information provided in the clarification of points raised by individual tenderers will be given to all other tenderers.

In respect of information given within this tender document the Council believes it has provided all the known detail. Tenderers should indicate to the Council where they deem the information given to be insufficient for the construction of their tender. The Council will assume that the tenderer has sufficient information for this purpose unless notified otherwise, in the manner described.

No unauthorised alteration or addition should be made to any component of the tender documents.

The Council will not be responsible for, or pay the expenses or losses, which may be incurred by any tenderer in the preparation of this tender.

TENDER SUBMISSION AND EVALUATION

7. **Qualified tenders:** tenders must not be qualified or accompanied by statements or a covering letter that might be construed as rendering the tender equivocal and/or placing it on a different footing from other tenders.
Only tenders submitted strictly in accordance with the Tender Document as issued (or as subsequently amended by the Employer following clarification) will be accepted for consideration. The Employer's decision on whether a tender is acceptable will be final and the Tenderer will not be consulted. Qualified tenders will be excluded from the competition and the Tenderer will be notified.
8. **Tender evaluation:** tenders will be assessed on the basis of price.. The contract is awarded to the Tenderer submitting the most economically advantageous offer assessed on the basis of price only.
9. **Advance payment:** the principles governing public procurement require that payments for goods, Works or services are made after delivery. Any indication of advanced payments within a tender will be examined to decide whether a tender in such a form is acceptable. If the Employer considers that advance payments are included it reserves the right to require the Tenderer to spread such pricing over the duration of the Works.
10. **Form of Tender:** Tenderers shall complete all relevant information in the Tender Return Pack documents **only** including the Form of Tender, Non-Collusive Tendering Certificate and insert scanned or electronic signatures where applicable. The completed sections shall be considered as part of the Contract Document

11. **Tender acceptance:** the Employer does not bind himself to accept any tender. It is the Employer's policy to make every effort to reach a decision on the award of any contract within 120 days of the closing date of the submission of tenders. If the 120 day period appears likely to be exceeded the Employer will initially seek to negotiate an extension of this period with tenderers. However, if exceptionally this is not possible or delay appears to be excessive the Employer will re-tender the work. The tenders **MUST** therefore remain open for acceptance for a minimum of 120 days from the tender return date.
- The Employer reserves the right not to award the Contract to the Tenderer with the lowest price if the final risk assessment concludes that this will put the Council at undue financial, operational or legal risk after full consideration of public interest.
12. **Surplus documents:** any drawings and other documents not returned with the tender should be sent to: Mr Sanjay Patel, Hertfordshire County Council, Highways House, 41–45 Broadwater Road, Welwyn Garden City, Hertfordshire, AL7 3AX.

ECC FEATURES

13. Tenderers must be aware of the following:
- a) **Discrepancies:** if any discrepancy arises between the prices in the price list and the tendered price, clarification will be sought.
 - b) **Management functions:** Hertfordshire County Council or its Consultant will take on the responsibility for performing the management functions and duties of the Service Manager as defined by NEC.
 - c) **Adjudication:** the Dispute Resolution procedure Option W1 will apply to this contract.
 - d) **Adjudicator:** in the event of a dispute at any time, an appointment of an adjudicator will be made jointly by the Employer and the Contractor from the Institution of Electrical Engineers panel of approved adjudicators. If the Tenderers disagree with this proposal they must include their alternative proposals with their tender.
 - e) **Additional clauses:** Tenderers' attention is drawn to additional "Z" clauses, which Hertfordshire County Council has added to the ECC. These are set out in Contract Data Part One;
 - f) **Lump sums:** these must be quoted in pounds sterling and pence, as appropriate, to two decimal places. If such price list contain pencil entries or are photocopies of documents the tender will be rejected. The terms 'nil', 'N/A' or 'included' are not to be used but should be indicated as '£0.00'. Figures must be inserted against each item or activity – credit values in favour of the Employer must not be used. If necessary, the Employer may contact a Tenderer whose tender requires arithmetical clarification.
 - g) **Not Used**

- h) **Risk Register:** The tenderer shall enter any risks identified by the tenderer into the risk Register contained within Contract Data Part 2.

The purpose of the risk register is:

- To identify the risks inherent in the project
- To set out how the risks should be managed together with what action will be taken by whom to manage and minimise the likelihood of the risk even happening.
- To identify the time and cost consequences to the parties and Others should the risk event occur

The Risk Register does not allocate cost and time consequences to a particular party. The conditions of contract deal with this allocation.

- i) **Price List:** The tenderer shall multiply the quantity in the price list with the prices against the appropriate items and total the extended prices to form the tendered sum
- j) **Ownership:** The Tender Documents are and shall remain the property of the Employer and the original documents with any copies taken must be returned or destroyed as confidential waste (noting that some documents that are available will be covered by the Data Protection Act 1998 (as amended)) upon demand. Any copies of documents taken are to be purely for the purposes of tendering for this project.
- k) **Termination:** tenderers are to note that modifications have been made to core clause 91.

GENERAL REQUIREMENTS

14. **Confidentiality:** the tender must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the tender documents, other than on an "In Confidence" basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the tender. Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, screen or any other medium.
15. **Disqualification** Any Tenderer who directly or indirectly canvasses any Member, Officer or Representative of the Council concerning the award of the Contract, or who directly attempts to obtain information about the Tender or Contract other than from the published Council contact for the tender will be disqualified.
- Any Tenderer, employee of the tenderer, or consultant acting on behalf of the tenderer, who is known to any Member, Officer or Representative acting on behalf of the Council concerning this Tender or Contract, must declare the names of the persons and their relationship, in the Tender submission.

Any Tenderer who:

- (a) Fixes or adjusts the amount of the tender by or in accordance with agreement or arrangement with any other person, or;
- (b) Communicates to any person other than the Council the amount or approximate amount of the proposed Tender (except where the disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance), or;
- (c) Enters into agreement or arrangement with any other person, as to the amount of the Tender to be submitted, or that they shall refrain from tendering will be disqualified.

16. **Tenderers must satisfy themselves**, prior to submission of their tender, that the following certificates are available as appropriate in relation to the work, goods and materials being offered:

- (a) Certificates of conformity with quality management schemes;
- (b) Certificates of conformity with product certification schemes (where the product is not marked);
- (c) British Board of Agreement Roads and bridges Certificates;
- (d) Statutory type approval certificates;
- (e) Departmental type approval certificates
- (f) Departmental registration certificates;
- (g) Manufacturers' and suppliers test certificates.

17. Not Used

18. **Pollution:** Tenderers should note any special arrangements in the Specification for Highway Works for disposal of hazardous material. Tenderers should also note the need to comply at their own expense with the Duty of Care applicable to the carrying, importing, treating, keeping and disposing of waste (including toxic or hazardous waste) as required by the Environmental Protection Act 1990 and any other relevant environmental legislation. If a waste management license or authorisation is required from the Environment Agency responsibility for obtaining it falls to the Contractor.

19. **Language and law:** Tenderers should note that tenders and supporting documents must be written in English and that any resulting contract, its formation, interpretation and performance will be subject to and in accordance with the law of England.

20. **Insurance:**

20.1 Tenderers must note the requirements for additional insurances as contained within Contract Data Part 1 Details of insurance policies held or proposed meeting requirements for the additional insurances must be submitted with tenders for the Employer's approval

20.2 Details of insurance policies held or proposed meeting requirements stated in the Insurance Table within clause 83 of NEC and the additional insurance as stated in the Contract Data must be submitted with tenders for the Employer's approval. If an insurance policy contains any excess amount the following levels will be permitted:

- (a) for insurance risks relating to loss of or damage to the Works, plant and materials, as follows:
 - (i.) where the tendered price is below £1m an excess limit of £5,000.
 - (ii.) where the tendered price is above £1m an excess limit of £10,000.
- (b) for all other insurance risks included in the Insurance Table, i.e. relating to loss of or damage to equipment and property, bodily injury or death to the Contractor's employees and bodily injury or death to third parties, as follows:
 - (i.) an excess limit of £2,500
 - (ii.) an excess limit over £2,500 will **not** be approved.

20.3 The Tenderer shall provide insurance against liability for claims made against him arising out of his failure to use the skill and care normally used by contractors providing design similar to the design required under

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this contract as stated in the Contract data

21. **Claims within excess:** Tenderers must include with their tenders a statement undertaking responsibility for dealing with claims, or parts of such claims, within the excess amount.
22. **Insurance queries:** should be raised in writing with the Employer at the earliest opportunity but in any event not later than 14 days before return of the tender. Tenderers should note that failure to submit required insurance details will delay consideration of their tender by the Employer. A contract will not be awarded to a Tenderer until their existing or proposed insurances have been verified.
23. **Parent Company Guarantee or Performance Bond:** The successful tenderer will be required to provide either a Parent Company Guarantee or a Performance Bond (refer to Clause Z 15 of the Contract Data Part 1).

If a parent company owns the tenderer then the tenderer if appointed as Contractor will be required to provide a Parent Company Guarantee in the form set out in the Contract Data.

If a Parent Company does not own the tenderer, or a Parent Company Guarantee is not provided for any reason, then, the tenderer, if appointed as Contractor will be required to provide a Performance Bond in the form set out in the Contract Data

The tenderer is to submit with his tender a statement stating whether it is a Parent Company Guarantee or a Performance Bond that will be provided.

The price of providing either a Parent Company Guarantee or Performance Bond shall be inserted in the tendered price list..
24. **Not Used**
25. **Access to Affected Property** arrangements for inspection of the Affected Property which involves access to land not owned by the Employer must be made through the Principal Council Representative to enable him to make initial contact with land owners. Responsibility for obtaining permission to enter such land and liability for any damage or disturbance caused whilst on such land rests with the Tenderer. Such permission cannot be guaranteed in advance. Whilst on private land care must be taken by Tenderers to minimise disturbance to occupiers.
26. **Bank details:** Tenderers shall include with their tender bank details as required in the tender return pack.
27. **Organisational details :**Tenderers shall include with their tender Organisational details as required in the tender return pack.

28. **Pre construction information and construction phase plan:** Tenderers should note that the works are defined as 'construction' and therefore must comply with the requirements of the Construction (Design and Management) Regulations 2007. It is envisaged that the works will fall below the notifiable threshold; therefore parts 1, 2, 4 and 5 of the regulations apply.

The successful tender will undertake the duties of designer and contractor and as such must comply with their duties. The design must take into account all foreseeable hazards associated during the construction, maintenance, operation and removal of the structure. Staff undertaking duties regulated by CDM must be competent in accordance with Appx' 4 of ACoP to the CDM Regulations and the construction work is to be planned, managed and monitored accordingly.

Successful tenderes will be required to provide evidence of hazard elimination and management during the design; the provision and communication of key H&S information to the contractor (Pre construction information) and appropriate method statements and risk assessments for the construction phase.

Note: If the construction phase becomes notifiable (increases beyond 30 days or 500 person days), part 3 of the regulations must be complied with. The client must be informed and a CDMC appointed.

29. **Key Performance Indicators:** Tenderers should note that the Performance of the Contractor will be measured against Key Performance Indicators . refer to Service Information and Additional clause Z16.
30. **Price Fluctuation:** Tenderers should note that the Contract **will not** include a Contract Price Fluctuation Clause.
31. **Not Used**
32. **Informal Partnering:** Tenderers should note that the Employer has not included Option X12, the NEC Partnering Option into the contract. However the successful Tenderer is required to instigate informal partnering and establish a co-operative arrangement for the operation of the contract which involves all key contributions based on a spirit of mutual trust and co-operation.
33. **Freedom of Information Act 2000:** Tenderer's attention is drawn to the fact that the Employer is subject to the Freedom of Information Act 2000 and provisions are in force allowing any persons access to information held by the Employer. There are limited exemptions to this. The exemptions include information, the disclosure of which would be an actionable breach of confidence or likely to prejudice the commercial interests of any person, or information that constitutes a trade secret. Tenderers are requested to state which part, if any, of the information supplied with their Tenders is confidential or commercially sensitive or should not be disclosed in response to a request for information. Where tenderers state that any information is confidential or commercially sensitive they must also state why they consider the information to be confidential or commercially sensitive. Tenderers' statements will be considered in the context of the exemptions provided for under the Act and the Employer is unable to give any guaranteed that the information in question will not be disclosed.

PART II: GUIDANCE NOTES TO TENDERERS

34. **Not Used**

35. **List of Documents with Invitation to Tender:** the following is a list of documents that is included with this invitation:

Volume 0	Instructions for Tendering, Tender Return Pack,
Volume 1 Part A	Contract Data Part 1
Volume 1 Part B	Contract Data Part 2
Volume 1 Part C	Price List
Volume 1 Part D	Service Information
Volume 1 Part E	Form of Tender and Non-Collusive Tendering Certificate

Tender Return Pack

List of Documents to be returned with Tender: the following is a summary of information required to be submitted with the tender: (note: The tender return pack will be uploaded to the Delta Tender Box Ref **74QW9BT574** to enable the Tenderers to supply the required responses in a standard format. The Tenderers are only required to complete and submit information in the Tender Return Pack and not in any other Volumes. Information supplied in the Tender Return Pack will be incorporated in any resultant contract.

Information Required for Tender Return Pack:

- a) Completed Form of Tender
- b) Non-Collusive Tendering Certificate
- c) Tendered Price List
- d) Completed Contract Data Part Two
- e) A statement stating whether it is a Parent Company Guarantee or a Performance Bond that will be provided.
- f) Details of the Tenderer's insurance policies, including statement undertaking responsibility for dealing with claims, or part of such claims, within the excess amount
- g) Written confirmation of registration under Inland Revenue's Construction Industry Scheme Regulations.
- h) Written undertaking stating willingness if awarded the contract to accept the appointment and duties of Principal Contractor under the Construction (Design and Management) Regulations 2007.
- i) Written undertaking stating willingness if awarded the contract to accept the appointment and duties of Designer under the Construction (Design and Management) Regulations 2007.
- j) Written confirmation that proposed method of nomination of adjudicator and terms of appointment are acceptable. If they are not, set out alternative proposals

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- k) Company's bank details
- l) Organisational Details
- m Acceptance of payments being paid via BACS