

**HERTFORDSHIRE COUNTY COUNCIL
Environment**

MOOR END ROAD ANPR BUS LANE ENFORCEMENT

FOR HERTFORDSHIRE COUNTY COUNCIL

CONTRACT REF: HCC1104071

TENDER RETURN PACK

**Tenderers must ensure that this completed submission is uploaded to
Access Code 74QW9BT574**

not later than 12 noon on Friday 11th March 2011

**Please insert your company name and contact details in the
spaces below.
NB: This page must be the front cover sheet of your submission.**

Your contact details

Applicant (company) Name: Systems Engineering & Assessment Ltd

Authorised Representative: [REDACTED]

Contact name (if different from above): [REDACTED]

Contact telephone No: 01373 [REDACTED]

Email address: [REDACTED]@sea.co.uk

Please note: Communication with the Authority (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 Authority's eTendering system Delta-ets are
contained in the Tender Explanatory Note.**

INSTRUCTIONS AND GUIDANCE FOR COMPLETION

Tenderers must complete and submit in its entirety this Tender Return Pack, in accordance with the instructions contained therein. Any tender which does not conform to this instruction may be disregarded.

Tenderers must familiarise themselves with the Tender Documentation including all the requirements in the Instructions to Tenderers and Conditions of Contract. References to paragraph numbers and reproduction of paragraphs in this Tender Return Pack are given to tenderers as guidance.

Persons desiring to submit tenders should read carefully the whole of the annexed Conditions of Contract and no tender will be considered which in any way attaches modifications to these Conditions or to the Form of Tender.

The Council does not bind itself to accept the lowest or any tender.

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.

Any tenderer requiring clarification of any part of this document should submit their query by utilising the email facility in the Delta-ets – Tenderbox.

1. Tender submissions must be fully completed and submitted electronically via the **Tenderbox** through BiPs Delta-ets **not later than 12 noon on Friday 11th March 2011**
2. This Contract shall commence on **18th March 2011** and shall continue for the period as stated in the tender documentation.
3. Tenderers must ensure that they have read and understood the requirements in all documents supplied for this tender before completing the Tender Return Pack.
4. The Delta-ets system **does not** permit tenders to be submitted after the closing time and date.
5. No tender will be considered which is not on the form supplied.
6. The Tender Return Packs have been designed to enable you to complete them electronically by inserting your responses in the relevant area or boxes.
7. If necessary any attachments can also be uploaded onto the Tenderbox in this case they must be clearly cross referenced against the description and the details of the file completed on Appendix 1.
8. In addition a hard copy return is required see Vol 0 paragraph 4 (x) for full details and the Tender Explanatory Note.

AWARD CRITERIA

Tender bids shall be evaluated in accordance with paragraph 8 (Tender Evaluation) of the Instructions for Tenderers (Vol 0).

MOOR END ROAD ANPR BUS LANE ENFORCEMENT
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Contents of Tender Return Pack:

- Part A Completed Form of Tender
- Part B Non-Collusive Tendering Certificate
- Part C Tendered Price List
- Part D Completed Contract Data Part Two
- Part E A statement stating whether it is a Parent Company Guarantee or a Performance Bond that will be provided.
- Part 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
- Part G Written confirmation of registration under Inland Revenue's Construction Industry Scheme Regulations.
- Part 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.
- Part 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.
- Part J Written confirmation that proposed method of nomination of adjudicator and terms of appointment are acceptable. If they are not, set out alternative proposals
- Part K Company's bank details
- Part L Organisational Details
- Part M Acceptance of payments being paid via BACS
- Part N Appendix 1

Tender Return Pack Part A

**NEC 3 Term Service Contract
(JUNE 2005 (WITH AMENDMENTS JUNE 2006))**

FORM OF TENDER

The Service is All that required for Moor End Road ANPR Bus Lane Enforcement

TENDER

To: Hertfordshire County Council
County Hall,
Pegs Lane,
Hertford,
SG13 8DN

Having examined

- (1) the *conditions of contract*, are the core clauses and the clauses for main Option A, dispute resolution Option W1 and secondary Options X2 and Options Y(UK)3 and Z of the NEC3 Term Service Contract (June 2005 with amendments June 2006)
- (2) Contract Data
- (3) Service Information

We offer to provide the Service in accordance with the *conditions of contract*, the Contract Data and the Service Information for a Price of

£ per PCN

We undertake to start and complete the Service on the dates stated in the Contract Data.

The following completed documents forming part of our offer are also returned with this tender:

- (1) Contract Data Part Two
- (2) Priced Price List-
- (3) Tender return Pack

If our tender is accepted we will, when required, provide a parent company guarantee in the form prescribed by Annex C or a performance bond in the form prescribed by Annex D to the Contract Data part one unless such a guarantee has previously been lodged with the *Employer*.

This tender, together with your written acceptance thereof, shall constitute a binding contract between us. We understand that you are not bound to accept the lowest, or any tender you may receive.

In this certificate, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions. The word "person" includes any persons and any body or association, corporate or incorporate; "any agreement or arrangement" includes any transaction, formal or informal and whether legally binding or not; and "the Service" means the Service in relation to which this tender is made.

FORM OF TENDER (Continued)

You may accept this offer on or before 60 days from issue

Dated this 11th day of March 2011

Signature . In capacity of :



Business Director

Name:
(in capitals)

Duly authorised to sign tenders for and on behalf of:

Systems Engineering & Assessment Ltd

Registered Address Beckington Castle
 17 Castle Corner
 Beckington
 FROME
 Somerset
 BA11 6TA

Tel no 01373
 

.....
..... Fax no 0117
 

..... E-mail @sea.co.uk

Tender Return Pack Part B

NON-COLLUSIVE TENDERING CERTIFICATE

In this certificate, the word "person" includes any individual, partnership, local authority or incorporated or unincorporated body, and the phrase "any agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.

1. We certify that this tender is made in good faith and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not and we undertake that we will not before the award of the Contract:
 - i) communicate to any person the amount or approximate amount of our tender or proposed tender, except where the disclosure (in confidence) of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender;
 - ii) enter into any agreement or arrangement with any person that they shall refrain from tendering, that they shall withdraw any tender once offered or vary the amount of any tender to be submitted;
 - iii) pay, give or offer to pay or give any sum of money or other valuable consideration, directly or indirectly, to any person for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for the Services, any act or thing of the sort described in i) or ii) above.
2. We further certify that the principles described in paragraph 1 have been, or will be, brought to the attention of all sub-contractors, suppliers and associated companies providing services or materials connected with the tender and any contract entered into with such sub-contractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.

Signature(s):



In the capacity of:.....Business Director.....

Duly authorised to sign Non-Collusive

Tendering Certificates for and on behalf of: ...Systems Engineering & Assessment Ltd.....

Postal address:.....Systems Engineering & Assessment Ltd.....

Building 660, Bristol Business Park, Coldharbour Lane.....

Bristol

BS16 1EJ.....

Fax No: .0117.....

Tel No: ...01373

Email: ..@sea.co.uk

Dated:11th..... **Day of:**March..... **2011..**

Tender Return Pack Part C**Tenderer to Insert Priced and Totalled Price List Here**

**HERTFORDSHIRE COUNTY COUNCIL
MOOR END ROAD ANPR BUS LANE ENFORCEMENT
VOLUME NO 1 Part C**

PRICE LIST

Item No	Item Description	Unit	Rate
	Performance Bond		
1	Provision of Performance Bond if required by the Employer	item	£0
	Parent Company Guarantee		
2	Provision of Parent Company Guarantee if required by the Employer	item	£0
	PCNS		
3	Issue of successful PCN	no	£[REDACTED]*

*[REDACTED]

The above per-PCN costs include the following:

- Business Processing Unit, consisting of:
- Training (SIA + CEO)
- Staffing (review and processing)
- Management
- Headed paper
- Envelopes
- Toner
- Folding machine
- Franking machine

- Photocopier

Hosted infrastructure, consisting of:

- Hardware costs
- Sufficient data storage plus snapshot & replicas
- Sufficient data storage plus snapshot & replicas at disaster recovery site
- Services for set-up
- ICES infrastructure personnel
- Allocation of existing communications

Please note that the above pricing does not include the following:

- a dedicated communications line to the Council;
- Datacash costs (for online payments) and Adelante costs (for Automated Telephone Payments), which will be charged at the rate set out above;
- Royal Mail postage costs, which will be charged at the prevailing first class rate.

The figure of [REDACTED] assumes a 12 month trial that generates 8000 PCNs in total.

The figure is made up of [REDACTED]

Publicity/warning letters sent out via the ICES BPU will be charged at the full per PCN price.

SEA would be pleased to discuss per PCN pricing on other volumes of PCNs.

Tender Return Pack Part D**Contract Data Part 2- Data Provided by the Contractor.****Statements
given in all
contracts**



- The Contractor is

Name	Systems Engineering & Assessment Ltd
Address	Building 660, Bristol Business Park, Coldharbour Lane
	Bristol. BS16 1EJ

- The direct fee percentage is _____ %
- The subcontracted fee percentage is _____ %

[Note: the tenderer's head office or other premises as an additional area are not permitted-include these costs in the fee percentage(s) above.]

The key persons are

(1)	Name	
	Job	Transport Business Director
	Responsibilities	Divisional Director
	Qualifications	BSc in Electronic Engineering, Chartered Engineer
	Experience	Over 25 years' experience in a wide range of design and development projects covering both civil and military. Extensive experience in all phases of the lifecycle from requirements analysis to acceptance testing and maintenance.
(2)	Name	
	Job	Contract Manager
	Responsibilities	ROADflow Design Authority
	Qualifications	
	Experience	Project Manager for Gloucester and Bath Fixed ROADflow Systems and for several councils with vehicle based systems.

- The following matters will be included in the Risk Register:

1. Ensuring that the Provision of the Service complies with the law throughout the service period.

2. _____

3. _____

4. _____

5. _____

6. _____

-
- The *price list* is _____

- The tendered total of the Prices is _____

Other matters

- Details of our insurance policies held or proposed to meet the full requirements of this contract are given in Annex B. We confirm that any excess included in our insurance policies does not exceed the permitted limits as follows:
 - (a) for insurance risks relating to loss of or damage to the , plant and materials an excess limit of £5,000
 - (b) for all other insurance risks 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.

- We confirm that we will provide insurance against liability of ourselves for claims made against us arising out of our failure to use the skill and care normally used by contractors providing services similar to the services required under this contract.

- We confirm that either a Parent Company Guarantee or Performance Bond will be provided in accordance with the requirements of Clause Z15 of Contract Data Part 1.

Tender Return Pack Part E

We Confirm that should we be awarded the contract that we shall supply a Parent Company Guarantee/Performance Bond in accordance with Clause Z15 of the Conditions of Contract

Parent Company Guarantee or Confirmation of Which Performance Bond

Insert as Appropriate	Performance Bond
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	<p>Please note that the Council requires minimum insurance levels of:</p> <table> <tr> <td>Employer's Liability Insurance cover</td> <td>£10,000,000</td> </tr> <tr> <td>Public Liability Insurance cover</td> <td>£5,000,000</td> </tr> <tr> <td>Professional Indemnity Insurance cover</td> <td>£5,000,000</td> </tr> </table> <p>Please provide details of your Company's Insurance Policies (as indicated below), supplying in each case a copy of the certificate held in relation to that insurance.</p>	Employer's Liability Insurance cover	£10,000,000	Public Liability Insurance cover	£5,000,000	Professional Indemnity Insurance cover	£5,000,000
Employer's Liability Insurance cover	£10,000,000						
Public Liability Insurance cover	£5,000,000						
Professional Indemnity Insurance cover	£5,000,000						

Employer's Liability Insurance:
Insurer : [REDACTED]
Policy Number : [REDACTED]
Extent of Cover :£25,000,000
Expiry Date :30 December 2011

Insurer :	[REDACTED]
Policy Number :	[REDACTED]
Extent of Cover :	:£20,000,000
Expiry Date :	30 December 2011

Insurer :	
Policy Number :	
Extent of Cover :	£5,000,000
Expiry Date :	30 December 2011

Insurance:	Confirmation
Employer's Liability Insurance	Yes / No (delete as applicable)
Public Liability Insurance	Yes / No (delete as applicable)
Professional Indemnity Insurance	Yes / No (delete as applicable)

Insurance Excesses	Confirmation Yes / No (delete as applicable)
We undertake responsibility for dealing with claims, or part of such claims, within the excess amount	



Focal Point
27 - 35 Fleet Street
Swinton
Wiltshire SN41 1RG

Telephone 01793 48 8348

Fax 01793 48 8033

Email info@heathlambert.com

www.heathlambert.com

TO WHOM IT MAY CONCERN

Dear Sir,

8th January 2011

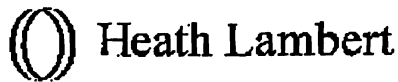
OUR CLIENT: Cohort plc and/or Subsidiary Companies – SEA (Group) Ltd.

We act as Insurance Brokers and Consultants to Cohort plc and subsidiary companies. The subsidiary companies include SEA (Group) Ltd, Systems Engineering & Assessment Limited and Beckington Castle Limited. We hereby certify that the following described insurances are in force at this date:-

INSURED:	Cohort plc and/or Subsidiary Companies
TYPE OF INSURANCE:	Employers' Liability
LIMIT OF INDEMNITY:	£25,000,000 each and every occurrence or series of occurrences arising out of the same cause, inclusive of costs.
INSURERS:	[REDACTED]
POLICY NUMBER:	[REDACTED]
PERIOD OF INSURANCE:	31 December 2010 to 30 December 2011
TYPE OF INSURANCE:	Public Liability
LIMIT OF INDEMNITY:	£20,000,000 each and every occurrence/ unlimited in the annual aggregate
INSURERS:	[REDACTED]
POLICY NUMBER:	[REDACTED]
PERIOD OF INSURANCE:	31 December 2010 to 30 December 2011
TYPE OF INSURANCE:	Products Liability
LIMIT OF INDEMNITY:	£20,000,000 each and every occurrence and in the annual aggregate
INSURERS:	[REDACTED]
POLICY NUMBER:	[REDACTED]
PERIOD OF INSURANCE:	31 December 2010 to 30 December 2011

It is a legal requirement to disclose that every time you are taking a new policy of insurance, you must disclose any information that might increase the insurance costs or is likely to be a premium or discount to which you are entitled to do. Under English law, failure to do so may make the insurance contract voidable and the insurer may be entitled to refuse payment of claims. If you are in any doubt as to whether information is material you should disclose it.

Heath Lambert is a limited liability company and regulated by the Financial Services Authority.
Registered Office: 130 Broadchurch Lane, Exeter, Devon, EX4 6AH. Registered No 1100126 Eng and Wilt



TO WHOM IT MAY CONCERN

Foca Port
27 - 28 Fleet Street
Swindon
Wiltshire SN1 1RE
Telephone 01793 40 3340
Fax 01793 40 0033
Email jrigby@heathlambert.com
www.heathlambert.com

6th January 2011

Dear Sir

OUR CLIENT: Cohort plc and/or Subsidiary Companies – SEA (Group) Ltd.

We act as Insurance Brokers and Consultants to Cohort plc and subsidiary companies. The subsidiary companies include SEA (Group) Ltd, Systems Engineering & Assessment Limited and Beckington Castle Limited. We hereby certify that the following described insurances are in force at this date:-

TYPE OF INSURANCE: Professional Indemnity
LIMIT OF INDEMNITY: £6,000,000 per claim and in the aggregate
INSURERS: [REDACTED]
POLICY NUMBER: [REDACTED]
PERIOD OF INSURANCE: 31 December 2010 to 30 December 2011

We confirm that the Insured has paid the premium for the current period.

This Letter is provided for you as a matter of information only. The issuing of this document does not make the person or organisation to whom it has been issued an additional Insured, nor does it modify in any manner the Contracts of Insurance between the Insured and Insurers. Any amendment, change or extension of such contracts can only be effected by specific endorsements attached thereto.

Should the above mentioned Contract of Insurance be cancelled, assigned or changed during the above policy period in such a manner as to affect this document, no obligation to inform the holder of this Document is required by Heath Lambert Limited.

If you have any further queries regarding our client's insurance cover, please do not hesitate to contact the undersigned.

Yours faithfully
For and on behalf of Heath Lambert Limited

Jo Rigby CMI
Heath Lambert National

It is a legal requirement worldwide that anyone seeking a new policy of insurance or renewal or cover for additional risks or renewal under an existing policy must disclose any information that might influence the insurance business in filling the particular circumstances of the risk. Under English law, failure to do so may render the insurance contract voidable from inception and may require payment of a penalty. If you are in any doubt as to whether information is material you should disclose it.

Heath Lambert Limited is authorised and regulated by the Financial Services Authority
Regulation Office: 100 Broadwalk London EC2A 7AN, Registered No 1195729 England and Wales

Tender Return Pack Part G**Insurance:****Confirmation**

We are Registered under the Inland Revenue's Construction Industry Scheme Regulations	Yes-/ No (delete as applicable)
Our Registration Number under the scheme is:	

Our civils subcontractor is an ASLEC accredited company.

<p style="text-align: center;">Highway Electrical Registration Scheme (HERS)</p> <p style="text-align: center;">Southern Electric Contracting Ltd</p> <p style="text-align: center;"><i>Has been accepted as a Registered Organisation covering the following scope(s) of work:</i></p> <p style="text-align: center;">Lighting Cables, Road Works Cables / Trenching Lighting & LIT Signs</p> <p style="text-align: center;">Registration Number: 0554129</p> <p style="text-align: center;">Issued by: [Signature] in its capacity as the Highway Electrical Registration Scheme Administrator</p> <p style="text-align: center;">Chief Executive:</p> <p style="text-align: center;">[Signature]</p> <p style="text-align: center;">Date: 05 Jan 2011</p> <p style="text-align: center;">This Certificate expires on 31 Dec 2011</p>

Tender Return Pack Part H**Principal Contractor****Confirmation**

If awarded the Contract we will accept the appointment and duties of Principal Contractor under the Construction (Design and Management) regulations 2007

Yes / No (delete as applicable)

Tender Return Pack Part I**Designer****Confirmation**

If awarded the Contract we will accept the appointment and duties of Designer under the Construction (Design and Management) regulations 2007

Yes / No (delete as applicable)

Tender Return Pack Part J**Adjudicator****Confirmation**

If awarded the Contract we will accept the proposed method of nomination of the adjudicator and terms of appointment

Yes / No (delete as applicable)

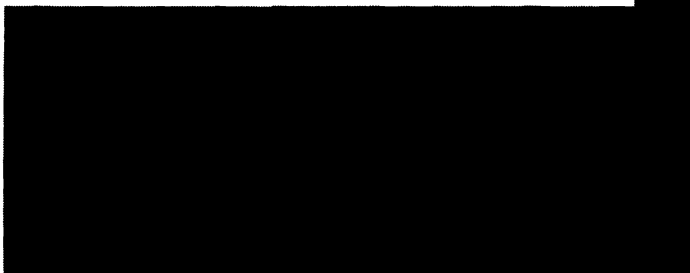
If no to the above then set out alternative proposals below:

Tender Return Pack Part K

BANK DETAILS	Confirmation
Please confirm you have attached your Company's bank details on headed paper with your tender bid and referenced in Appendix 1 (this must include at least the Bank Account number, Sort Code and contact email address payment advice information).	Yes / No (delete as applicable)



10 March 2011



10 March 2011
10 March 2011

10 March 2011
10 March 2011
10 March 2011
10 March 2011
10 March 2011

Tender Return Pack Part L

ORGANISATION DETAILS	
Please provide the following contact details for your Organisation.	

Name of Organisation:

Name of Contact for Tender Process: Mr [REDACTED]
Title: Commercial Executive
Postal Address: SEA House, Building 660, Bristol Business Park, Coldharbour Lane, Bristol. BS16 1EJ
Tel No: 01373 [REDACTED]
Fax No: 0117 [REDACTED]
Email: [REDACTED]@sea.co.uk

Name of Proposed Contractor's Authorised Representative: [REDACTED]
Title: Transport Business Director
Postal Address: SEA House, Building 660, Bristol Business Park, Coldharbour Lane, Bristol. BS16 1EJ
Tel No: 01373 [REDACTED]
Fax No: 0117 [REDACTED]
Email: [REDACTED]@sea.co.uk

Accounts payable to if different from above:-

SEA Beckington Castle 17 Castle Corner Beckington FROME Somerset BA11 6TA
Registration under the Companies Act 1985
Company Registration Number: 2302168
Please enclose a copy of the Certificate of Incorporation and any Certificate of Change of Name.



**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

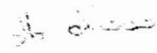
No. 2302168

I hereby certify that

SYSTEMS ENGINEERING & ASSESSMENT LTD

is this day incorporated under the Companies Act 1985
as a private company and that the Company is limited.

Given under my hand at the Companies Registration Office,
Cardiff the 4 OCTOBER 1988


MRS M. MOSS

an authorised officer

Ultimate Holding Company	
If the Organisation is a member of a group of companies, please give the names and registered numbers of the ultimate holding company and all other subsidiaries.	
Name of ultimate Holding Company: Cohort plc Registered Office Address: Arlington House, 1025 Arlington Business Park, Theale, Reading,	
Company Registration No. of holding company 05684823	
Subsidiary Companies (Please list all subsidiary companies):	
Name of Company: SCS	Registration No. of Company: 02707469
Name of Company: Mass Consultants Ltd	Registration No. of Company: 1705804
Please enclose an Organisation Structure Chart showing all companies within the group. <div style="text-align: center;"> <pre> graph TD Cohort --> SEA Cohort --> MASS Cohort --> SCS </pre> </div>	
Please enclose details of your organisations registration under Inland Revenues Construction Industry Scheme regulations. See section <u>Tender Return Pack Part G</u>	

Tender Return Pack Part M

BACS PAYMENT	Confirmation
Please confirm your acceptance of invoices being paid via BACS	Yes / No (delete as applicable)

Response if no to the above:

Appendix 1 Tender Pack

Description	Supporting information uploaded	File Name of Attachment / Upload
SEA-11-PD-6437	System description and commercial information	SEA-11-PD-6437 Moor End Road Bus Lane Enforcement.docx

