

**TENDER FOR THE SURFACING OF PARKING AREAS
AND CIRCULATORY ROUTE AT WEELEY
CREMATORIUM WEELEY ESSEX.**

TENDRING DISTRICT COUNCIL

April 2019

VOLUME A; Instructions to Tenderers

CONTENTS-

VOLUME A	Instruction to Tenderers
	Invitation to Tender - General, Capability, Competency and Economic and Financial Standing
VOLUME B	Form of Tender
	Anti-Collusion Certificate
	Prompt Payment Certificate
	Goods Vehicle Licensing Certificate
	Form of Agreement
	Contract Data (Part 1)
	Contract Data (Part 2)
	Works Information
	Drawings
	Site Information
	Topographical Survey
	Site Investigation
	Pre-Construction Information
	Specification

INSTRUCTIONS TO TENDERERS

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

- 1 Description of the Works; the works involve the resurfacing and installation of paving to car parking areas and circulatory route at Weeley Crematorium Weeley, Essex.
2. i) The tender document 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 document 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.

- ii) 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, television, screen or any other medium.
3. Any queries arising from the tender documents which may have a bearing on the offer to be made should be raised with the Employer as soon as possible (preferably in writing) and in any case not later than 7 days before the date for the return of tenders.
4. The Employer will not be responsible for or pay for expenses or losses which may be incurred by any Tenderer in the preparation of his Tender. These instructions to Tenderers, set out above will be bound into the formal contract and form a part thereof. The Tender or any Tenderer who has not confirmed to the foregoing instructions may not be considered.
5. If on checking the contractors submitted Tender Documents, errors, except in extension or additions are discovered, the Tenderer will be given the opportunity of confirming his offer notwithstanding such error or of withdrawing his Tender. Errors of extension or addition shall be corrected by the Engineer and notified to the Tenderer.
6. Tenderers must satisfy themselves as to the existing nature of the area of the works, including any structures, sewers, drains, pipes, fences, poles, wires, cables, roads, footpaths and verges, the nature of the existing roads and other means of access to and from the Works, and available accommodation as regards land (whether within or without the site) including those that that may be required for temporary purposes, and must make their own enquiries as to the acquisition of such additional sites and areas as may be necessary for temporary purposes for constructing, completing and maintaining the Works in accordance with the Contract documents. Tenderers must form their own estimates as to the temporary works and appliances necessary for the execution of the Works.

7. Any neglect or failure on the part of the Tenderers to obtain reliable information on any matter affecting their undertaking the construction, completion and maintenance of the Works in accordance with the contract shall not relieve the contractor whose tender is accepted from any risk or liabilities for the completion of the works as defined in the contract.
8. Neither employees of any Consultant retained by, or servants of Tendring District Council, have any authority to make representation or explanation to Tenderers as to the meaning of the Contract Documents, or as to any other matter or thing, so as to bind the Tendring District Council or to bind or fetter the judgement or discretion of the Employer, Project Manager or Supervisor in the exercise of his powers and duties under the Contract.
9. Should there be any doubt or obscurity as to the meaning of any of the Contract Documents, or as to anything to be done or not to be done by the Contractor, or as to these instructions, or as to any other matter or thing, the Tenderers must set forth in writing such doubt or obscurity and submit the same to the Employer not later than two weeks before the date fixed for the delivery of the Tenders.
10. The offer of a bribe or other inducement to any person with the view of influencing the placing of the Contract will result in the instant rejection of the Tender
11. a) Tenderers are to submit an activity schedule with their tenders. This will be a document headed "Activity Schedule" and will comprise a list of activities with an amount (financial sum) entered against each activity. This amount is the sum due to the Contractor on completion of each activity unless it is included in a group. If groups of activities are required to be identified on the schedule, payment for each group becomes due when the activities in that group are completed.

b) Tenderers are required to provide an activity schedule for works.

c) This is left blank intentionally.

d) Tenderers are required to provide a statement identifying any adjustment to their tender should the arising's resulting from excavation works be taken by Tendring District Council as opposed to being disposed of by the Tenderer. The statement shall make specific reference to the adjustment to the sum given in the Activity Schedule for "disposal of excavated material" (see paragraph 11(iii) below). The tenderer shall assume that they will be required to transport the material to a location as determined by Tendring District Council within 15km of the site for these purposes.

i) Activity descriptions must be clear and complete so that the work included in each can be identified and the completion of each activity easily recognised.

ii) Note also the requirement of clause 31 of the Conditions of Contract about the activity schedule and the programme. A programme being required to be submitted with the tender for works.

iii) As a minimum the following activities must be identified in the schedule but may be subdivided.

- Mobilisation
- Site management
- Pedestrian / vehicular traffic management, including signage
- Investigation into presence of services
- Excavation
- Disposal of excavated material
- Import of sub-base material
- Laying / compaction of sub-base material
- Laying of SMA topcoat
- Removal of paving
- Reinstatement of paving
- Demobilisation / clearing site upon completion
- Maintenance for the 12 month period
- Provision of Bond

iv) The above list is not exhaustive and the contractor shall include other items, and/or subdivide the items given to allow the cost of undertaking the works to be determined.

12. The Tenderer who's Tender is accepted will be required to execute a formal contract embodying the Contract Documents as attached hereto, and will be required to provide satisfactory sureties for the proper execution of the works. Tenderers shall, when sending in their Tenders, state the name and addresses of the Bank or Insurance Company whom they propose as sureties. The Contractor is to note that the sealing of the Bond will be a condition precedent to the execution of the formal Contract under seal, and is, therefore to use his best endeavours to ensure that the bond is completed to the satisfaction of the Solicitor to the Council at the earliest possible date after formal acceptance of his tender. Should the Contractor be permitted to commence work on site prior to sealing of the Bond and execution of the formal Contract under seal, it shall be an expressed condition of total contract sum in lieu of the Bond and until such time as the Bond is sealed. Such deduction shall be in addition to any retention properly deducted under the contract and shall be held by the Employer in its fiduciary capacity as trustee for the Contractor (but without obligation to invest).

13. If during the period of tendering the Employer or their representative issues any circular letters to Tenderers in order to set forth the interpretation to be placed on a part of the Documents forming the Contract or to make any change to them, such circular letters will form part of the Contract. Tenderers shall endorse each circular letter and include them with their Tenders and shall be deemed to have taken account of them in preparing their Tenders. Tenderers must promptly acknowledge any circular letter they may receive. No circular letter will be issued within one week of the date for delivery of Tenders unless it contains a postponement of that date.
14. i) Tenderers should note that the maximum time for completion of the Works is set out in the Contract Documents. It is open to tenderers to offer completion of the whole of the works in the maximum time or in a shorter period of their own choosing. Works cannot be carried out outside the hours of 17:30 Friday to 08:00 Monday.
- ii) Tenderers should note that NO PREMIUM will be applied in tender evaluation FOR SHORTER COMPLETION PERIODS.
15. i) Tenderers are reminded of their obligations and duty to comply with ALL relevant Health and safety Legislation and Regulations.
- ii) The attention of Tenderers is drawn to the Construction (Design and Management) Regulations 2015.
- iii) It is proposed to formally appoint the successful tenderer as Principal Contractor under the Regulations at the time of contract award. Tenderers must therefore be able to satisfy the client that they are competent and have made available adequate resources for health and safety. Accordingly, tenderers are required to submit with their tenders a letter confirming they are aware of their duties under the Construction (Design and Management) Regulations and that they are able and willing to fulfil the role of Principle Contractor. This applies whether or not the works are notifiable to the H&SE under the Regulations.
- v) If tenderers propose to make any revisions to the Pre- Construction information included within the tender documents the agreement of the Principle Designer should be sought in writing, directed through the Employer, prior to the return of tenders.
- vi) The successful tenderer in his role as Principal Contractor will be required to develop the Construction Phase information in accordance with the requirements of the Regulations and the Pre Construction information and co-operate with the Principle Designer to enable him to fulfil his duties under the Regulations.
- x) The contractor shall include within his tender all the costs associated with making the working area secure against access by unauthorised persons at all times for the duration of the works and providing necessary clear diversionary signage and information boards to ensure adequate and appropriate alternative routes are available for the public to avoid them passing through or in close proximity to the area of the works.

- xi) The contractor shall provide with his tender all the information as requested in the Pre-Construction Information.
16. Should the Tenderer wish to submit alternative proposals giving alternative economic benefit to the Employer, they are able to do so BUT any alternative proposal shall be supported by the submission of the information as set out in paragraph 22 below in addition to that provided in support of their principle offer. The alternative proposal shall be clearly identified as being an alternative to the principle offer and shall provide full technical details of the proposals to allow its merits to be assessed.
17. i) The tender(s) should be made on the Form of Tender incorporated in the tender document. It should be signed by the Tenderer and submitted with the other information as required under the Contract, which, should be produced, priced, extended and totalled in ink, and accompanied by the conditions of contract, the Form of Agreement by Deed and any other required documentation as set out in the Instructions for Tendering, to the address and by the date and time stated in paragraph 21 below.
- ii) NO UNAUTHORISED alteration or addition should be made to the Form of Tender or to any other component of the tender document. Tenders MUST NOT be qualified in any other way, but must be submitted strictly in accordance with the tender document and these instructions. Tenders MUST NOT be accompanied by any covering letter or any statements that could be construed as rendering the tender equivocal and/or placing it on a different footing from other tenders.
18. It is the practice to publish the amount of the successful tender and the name of the tenderer.
19. It is policy to make every effort to reach a decision on the award of any contract within the appropriate time scale to allow the proposed contract start date to be achieved following the closing date for submission of tenders. However Tenders MUST remain open for acceptance for a minimum of 120 days from the tender return date. The tender evaluation will be based on 80 points for economic value, and 20 points for programme (time), to complete the works.

(Information on Points Scoring: The tender with the most economic value will be awarded the full number of points available - if two or more tenderers have the same economic value, each will be awarded the full number of points available. Other tenders will be awarded points on a pro-rata basis of their bid compared to the lowest)

20. TENDERERS SHOULD PARTICULARLY NOTE that the calculation of Delay Damages as identifies under Option Clause X7 of the Conditions of Contract will be based directly on the price of the accepted tender. Delay Damages will be calculated from the successful tenderer's total tender price relating to the area / combination of areas which are to be carried out, after any adjustments due to clarifications and/or arithmetical errors have been taken into account, The daily figure will be calculated using the following formula:-

Final Tender Price X 15% ÷ 365 Days = £ per day Liquidated Damages.

The EMPLOYER will INSERT the actual figure , produced by the application of the formula in the Contract Data to IMMEDIATELY PRIOR TO AN AWARD. A copy of the Contract Data as completed by the Employer will be forwarded to the successful tenderer with the award letter.

21. Return of Tender Submission

- Deadline for receipt of your submission is **mid-day Tuesday 28 May 2019** and must be sent to our locked email address democratictenderbox8@tendringdc.gov.uk Submissions will only be accepted by this method and before the deadline.
- As the above email address will remain locked until after the above deadline please direct any clarification questions or queries to procurement@tendringdc.gov.uk before the deadline for questions of **mid-day Tuesday 7 May 2019**. After the deadline questions will be collated and responses published on our website alongside the original documents.
- Additional copies MUST NOT be submitted in hard copy to any other recipient or member of the Council, or email copied or forwarded to additional email recipients. This is likely to disqualify your submission and could nullify the tender exercise.
- There is a receipt limit of 20 megabytes per email on the Council email system. We do not accept files from download sites. For large files you may like to send zip files up to the 20 megabytes per email. (TDC have a large file rejection automated notice set up.)
- TDC also have an automated delivery receipt on our secure email accounts. If you do not receive this response from the Procurement team it is likely that your submission has failed to reach our Server so please resend and failing that, before the deadline, contact procurement@tendringdc.gov.uk.
- You are advised to allow enough time before the deadline for any delays or errors reaching our server or rejection for oversize etc.
- The onus is on you, the responder, to ensure that emails are received by us before the deadline.
- The Council does not bind itself to accept the lowest or any quotation/tender.

22. Each Tenderer should ensure that the following items have been completed and are returned with the tender along with all other information requested.

- i. The Anti-Collusion Certificate
- ii. Prompt payment Certificate
- iii. Goods Vehicle Operator Licensing Certificate

- iv. The form of Tender
- v. Details of insurances
- vi. Details of surety
- vii. The completed Contract Data including activity schedule and programme for the works
- viii. All information requested by the Principle Designer in the Pre-Construction Information along with a statement confirming they are willing and able to undertake the role of Principle Contractor as required by the Construction Design and Management Regulations (The information requested under clause 15 of this document.)
- ix. The completed questionnaire which is attached to Volume A and is entitled; Invitation to Tender - General, Capability, Competency and Economic and Financial Standing.

Failure to provide any of the above shall result in the tender not being accepted.

- 23. Tenderers should note that the Date for Commencement of the works is stated in part 1 of the Contract Data and the key dates for completion of the various parts of the works.
- 24. Tenderers should note that tenders and supporting documents must be written in English and that any subsequent contract, which may or may not be entered into, its formation, interpretation and performance, shall be subject to and in accordance with the law of England.
- 25. Tenderers shall submit details of their existing insurance or insurance proposals for the Employer's approval with their tender as follows:-
 - i) Details of the terms of the insurance they propose to effect, or which they already hold and intend to use, to meet the requirements of the conditions of contract, **MUST** be submitted. Where the insurance terms submitted for approval provide for an 'EXCESS SUM, (that being the portion of each claim for which, or below which, the insurer is not liable), tenderers must include with their tenders a statement undertaking responsibility for dealing with third party claims, or parts of such claims, within the excess amount. Insurance provisions containing EXCESS sums of more than £1,000 will NOT be approved.
 - ii) Details of any insurances they already hold or propose to effect to meet the requirements of the conditions of contract. Where the insurance terms submitted for approval provide for an EXCESS SUM, (that being the portion of each claim for which, or below which, the insurer is not liable) The Employer will allow the following levels of excess:-)

- (1) Where the total sum of the tender is £100,000 or less an excess of £1,000.
- (2) Where the total sum of the tender is £100,001 to £999,999 - an excess of £5,000.
- (3) Where the total of the tender is £1,000,000 or greater an excess of £10,000

Tenderers **MUST** include with their tenders a statement undertaking responsibility for dealing with claims, or parts of such claims, within the excess amount

- iii) Questions about insurance terms may be raised with the Employer in writing at the earliest possible opportunity and in any event before return of tender. **TENDERERS SHOULD PARTICULARLY NOTE** that failure to present the required insurance details as requested may delay consideration of the tender by the Employer. No contract will be awarded until existing insurances or insurance proposals have been inspected and approved.
- 26
- i) Tenderers particular attention is drawn to the requirement for the prompt payment of sub-contractor and supplier accounts.
 - ii) Tenderers should note that completion of the Prompt Payment Certificate, is required as part of the tender and that failure to provide a completed certificate or any unauthorised amendments thereto will render a tender qualified. The Prompt Payment Certificate is to provide the Employer with assurances from the tenderer(s) that in the event of any contract award they will make every effort to ensure that their sub-contractors and suppliers are paid promptly and within the terms of any sub-contract. Failure to comply with these requirements will be taken into account when compiling future tender lists. In this respect tenderers should particularly note that the Employer through his representatives reserves the right to and will make periodic checks to ensure that provisions of the Prompt Payment Certificate are being observed.
27. Tenderers attention is drawn to the arrangements for the calculation of the minimum amounts of Interim certificates.
28. Access to the site is freely available for inspection by the Tenderers.

Invitation to Tender - General, Capability, Competency and Economic and Financial Standing

Question Area	Question	Contractors Answers
General	<ol style="list-style-type: none"> 1) Registered Company / Organisation Number 2) Where relevant, name of parent company 3) Type of Company <ol style="list-style-type: none"> i) Public Limited Company ii) Limited Company iii) Limited Liability Partnership iv) Other Partnership v) Sole Trader vi) Other (please specify) 4) Which of the following apply to you <ol style="list-style-type: none"> i) Voluntary, Community and Social Enterprise (VCSE) ii) Small or Medium Enterprise (SME) iii) Sheltered Workshop iv) Public Service Mutual 	
Capability / Competency	<ol style="list-style-type: none"> 1) Is your business registered with the appropriate trade or professional register(s)? 2) If it is a legal requirement for your business to be licenced or a member of a relevant organisation in order for you to provide the requirement in this procurement, then have you fully complied with this requirement? 	

	<p>3) The Council will assess the past performance of your organisation and take into account any failure to discharge obligations under any previous contracts awarded to you.</p> <p>To enable the Council to carry out this assessment, please provide details of previous contracts (in last 5 years) you have won and delivered that are relevant to the Council's requirements (please include organisation name and contact details wherever possible).</p> <p>4) Please confirm whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:</p> <p>Employer's Liability Insurance = £5m Public Liability Insurance = £10m Professional Indemnity Insurance = £5m</p> <p>5) Does your organisation have a Health and Safety Policy that complies with current legislative requirements.</p> <p>6) Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?</p> <p>If your answer to this question is "Yes", please provide details in of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</p>	
--	--	--

	<p>The Council will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the authority's satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.</p> <p>If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?</p>	
<p>Economic /Financial Standing</p>	<p>Please provide the following financial information for the most recent year of trading:</p> <ol style="list-style-type: none"> 1) Turnover 2) Annual Profit or Loss 3) Current Liabilities 4) Current Assets 5) Other means of demonstrating financial status where relevant e.g. charity accounts or funds provided by owners / external body <p>Please also state the name of your Auditors who would be able to confirm the above.</p>	

The next section sets out questions which could, on a 'pass/fail' basis, exclude you from any further evaluation as part of the Council's procurement processes

	Please indicate your answer by marking 'X' in the relevant box.	
	Yes	No
Has your organisation or its directors or any other person who has powers of representation, decision or control of the economic operator been convicted of any of the following offences		
a) conspiracy within the meaning of section 1 of the Criminal Law Act 1977(1) where that conspiracy relates to participation in a criminal organisation as defined in Article 2(1) of Council Joint Action 98/733/JHA(2);		
b) corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889(3) or section 1 of the Prevention of Corruption Act 1906(4);		
c) the offence of bribery;		
(d) fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union, within the meaning of— (i)the offence of cheating the Revenue; (ii)the offence of conspiracy to defraud; (iii)fraud or theft within the meaning of the Theft Act 1968(5) and the Theft Act 1978(6); (iv)fraudulent trading within the meaning of section 458 of the Companies Act 1985(7); (v)defrauding the Customs within the meaning of the Customs and Excise Management Act 1979(8) and the Value Added Tax Act 1994(9); (vi)an offence in connection with taxation in the European Community within the meaning of section 71 of the Criminal Justice Act 1993(10); or (vii)destroying, defacing or concealing of documents or procuring the extension of a valuable security within the		

meaning of section 20 of the Theft Act 1968;		
(e) money laundering within the meaning of the Money Laundering Regulations 2003(11)		
(f) any other offence within the meaning of Article 45(1) of the Public Sector Directive as defined by the national law of any relevant State.		
If you as an economic operator:		
are an individual are you bankrupt or have had a receiving order or administration order or bankruptcy restrictions order made against you or has made any composition or arrangement with or for the benefit of your creditors or has made any conveyance or assignment for the benefit of your creditors or appears unable to pay, or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986(12), or article 242 of the Insolvency (Northern Ireland) Order 1989(13), or in Scotland has granted a trust deed for creditors or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of your estate, or is the subject of any similar procedure under the law of any other state;		
are a partnership constituted under Scots law have you been granted a trust deed or become otherwise apparently insolvent, or are the subject of a petition presented for sequestration of its estate;		
are a company or any other entity within the meaning of section 255 of the Enterprise Act 2002(14) and have passed a resolution or is the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, or has had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is the subject of the above procedures or is the subject of similar procedures under the law of any other state;		

If you have answered 'yes' to any of the above but have taken remedial action etc. then please provide additional details as necessary.