

ROCHFORD DISTRICT COUNCIL

GROUNDS MAINTENANCE

CONTRACT

INSTRUCTIONS TO TENDERERS

PARAGRAPH NUMBER		PAGE NUMBER
1	Invitation to Tender	
2	Contract Period	
3	Provision of Employees and equipment	
4	Accommodation	
5	Rates	
6	Payments	
7	Guarantee	
8	Obligations	
9	Method Statement	
10	Enquiries and Explanations	
11	Variations	
12	Sub-Contracting	
13	Confidentiality	
14	Preparation of Tender	
15	Basis of Tender	
16	Partial Tenders	
17	Submission of Tender	
18	Tender Evaluation	
19	Canvassing	
20	Collusive Tendering	
21	TUPE	
22	Award of Contract	
23	Commencement of Contract	
24	Ombudsman	

INSTRUCTIONS TO TENDERERS

1. Invitation to Tender
 - 1.1 Rochford District Council invites tenders for the Contract for Grounds Maintenance in accordance with the Contract Documents.
 - 1.2 Tenderers are required to submit tenders for the whole contract.
 - 1.3 Tenders are being invited from a select list of Contactors.
2. Contract Period
 - 2.1 The contract is for five years from *1 April* to *31 March 2005*. ??????
3. Provision of Employees and equipment
 - 3.1 The Contractor will be required to supply all necessary labour, vehicles, equipment and materials for the proper performance of the Services.
4. Accommodation
 - 4.1 The Contractor will be required to provide suitable office and depot facilities. The Council has a depot facility at South Street Rochford which is presently occupied by the Council's current contractor in connection with the provision of the Refuse and Grounds Maintenance Service. The premises will be available on the expiry of the current contract and the successful Tenderer will have the possibility of entering into a lease with the Council for the use of these premises for the provision of the service at a market rental for the duration of the contract. Details of the depot are available on application and the premises may be inspected by prior appointment with the Head of Leisure and Client Services.
5. Rates
 - 5.1 The Rates shall remain fixed for the first twelve months of the Contract Period and thereafter reviewed on the first of April in each year in accordance with the rise and fall of the prevailing Retail Price Index.
6. Payments
 - 6.1 Payments will be made monthly in arrears based on a certification system but only for the actual work done and subject to any deductions for damages, etc., and/or default points or increases or decreases relating to variations, etc., in the Services or otherwise authorised under the Contract.
7. Guarantee
 - 7.1 The Contractor will be required to provide a Deed of Guarantee to secure the due performance of the Contract where the Contractor is a Limited Company. The guarantee shall be by a Parent Company where the Limited Company is the subsidiary of a Public Limited Company and by two Directors where it is not such a company.

8. Obligations

8.1 Persons proposing to submit a Tender are advised to ensure that they are familiar with the nature and extent of their obligations if their Tender is accepted.

9. Method Statements

9.1 Tenderers must submit comprehensive method statements with their tenders specifying:-

- i) the proposed method of carrying out the Services, including sample Risk Assessments. The Contractor shall notify the Council Representative in writing of any revisions to the proposed method and/or Risk Assessments during the Contract Period;
- ii) a detailed description of the Tenderers day to day work pattern for regular tasks and how the Tenderer will receive and deal with Variations and irregular tasks or operations;
- iii) the number of operatives and staff hours to be used in the execution of the Contract on a period basis;
- iv) how the Tenderer's workforce shall be organised, on a period basis in terms of the number and type of staff to be employed in reference to the tasks to be undertaken;
- v) the number of staff intended to be employed during each calendar month period of the Programme of Works for the full year of operation of the Contract, including details of their skills, experience and qualifications;
- vi) the supervisory structure to be operated if the Tenderers bid is successful, including detailed job descriptions for the Contract Manager, supervisory and operational staff, and the division of responsibilities;
- vii) The time required to implement the service from award of the contract.

9.2 Tenderers must state the person who if successful will be nominated to administer the Contract.

9.3 Full details of the Tenderers contract administration location and facilities at that location must be submitted with an organisational chart showing numbers of staff, job titles and lines of reporting of all relevant staff, together with their areas of responsibility. Procedures for contract administration should be outlined.

10. Enquiries and Explanations

10.1 In the event of the Tenderer having any enquiries concerning the Tender Documents, or should be in any doubt as to their meaning, should immediately request an explanation, in writing, from Rochford District Council, marked for the attention of the Head of Leisure and Client Services, Council Offices, South Street, Rochford, Essex SS4 1BW, who will thereupon send any necessary written explanations to all tenderers.

10.2 All circular letters containing addenda to or explanations of the Tender Documents received by the Tenderer prior to submission of the Tender will be deemed to have been taken into account in the Tender and such addenda and explanations will be incorporated in the final Contract Documents.

- 10.3 Rochford District Council reserves the right to amend or modify the Tender Documents prior to award of contact. All tenderers will be notified of any such amendment.
- 10.4 Requests for additional information or clarification's to the tender should be made no later than (8) eight days from the final date fixed for the receipt of tenders as no further information will be supplied later than 6(six) days before the final date fixed for the receipt of tenders.
- 10.5 Tenderers wishing to inspect any sites, equipment or the accommodation may do so by prior appointment only, between 10.00 and 16.00 Monday to Friday, excluding Bank and Public Holidays. Requests for such inspections should be addressed to the Head of Leisure and Client Services.
11. Variations
- 11.1 Every Tender received by the Council shall be deemed to have been made subject to the Terms and Clauses of the Tender documents unless the Council shall previously have expressly agreed in writing to the contrary. Any additional or alternative Terms or Clauses offered on behalf of a Tenderer will not form part of any contract unless previously expressly accepted in writing by the Council and the Council may at its discretion reject the tender or accept it on the basis of the Contract Documents without such items.
12. Sub-Contracting
- 12.1 The Council will not normally agree to the sub-contracting of any part of the services to be provided under this Contract, however, where the Contractor wishes to sub-contract part of the services the Council's prior approval in writing must be obtained
- 12.2 The Council reserves the right to refuse such approval at its absolute discretion;
- 12.3 An approved sub-contractor will have to give a direct warranty and undertaking to the Council but the Contractor will nonetheless remain primarily liable for the provision of the Services.
13. Confidentiality
- 13.1 The Tenderer shall treat the details of the Tender and Contract Documents as private and confidential except that such information may be disclosed so far as is necessary for the purpose of obtaining sureties, guarantees and quotations necessary for the preparation and submission of the Tender.
14. Preparation of Tender
- 14.1 It is the responsibility of the Tenderer to obtain for himself, at his own expense, all information necessary for the preparation of his Tender. The Tenderer will be deemed for all purposes connected with the Form of Tender and the Contract to have visited the District and to have satisfied himself as to the nature, extent and character of the Services, the location of all disposal sites, the number and scope of staff, materials, plant, equipment and machinery which may be required, and any other matter (including the Council's Financial Standing Orders which may be seen by prior arrangement) which may affect his Form of Tender.

14.2 Information supplied by the Council (whether in the Contract Documents or otherwise) is supplied for general guidance in the preparation of Tenders. The Tenderer must satisfy himself by his own investigations as to the accuracy of any such information and no responsibility is accepted by the Council for any inaccurate information howsoever obtained by the Tenderer;

14.3 The Council will not be responsible for or pay any expenses or losses which may be incurred by the Tenderer in the preparation and submission of a Tender and any formal Contract Documents arising therefrom.

15. Basis of Tender

15.1 Unless otherwise indicated, the Tenderer shall complete the Bill of Quantities, the Schedule of Rates and the Daywork Rates by inserting the price per task (exclusive of VAT). Each of these documents must be fully priced and totalled in ink.

15.2 The Tenderer shall complete the Form of Tender by inserting the initial Annual Sums (excluding VAT) which the Tenderer calculates it will cost to provide the Services in full compliance with the Contract Standard for the first 12 months of the Contract.

15.3 The annual Sums and the Contract Rates for the Services shall include (without limitation) all vehicles, labour, materials and all management, supervision, administration and other costs necessary, and all overheads, training, recruitment, planning, surveys, contingencies and all other costs whatsoever that may arise, in order to undertake the Services totally in accordance with the Contract and the Appendices;

15.4 The Tenderer shall be deemed to have satisfied himself before submitting his Tender as to the correctness and sufficiency of the rates and prices which shall cover all his obligations under the Contract.

16. Partial Tenders

16.1 Tenders must be submitted for the whole of the Services. Tenders submitted for part only of the Services will be rejected.

17. Submission of Tender

17.1 The Tender shall be made on the Form of Tender incorporated herein. It must be completed and signed by the Tenderer in ink and accompanied by the following documents duly completed

- (i) The Bill of Quantities, the Schedule of Rates and the Daywork Rates (these must be fully completed and totalled in ink – any Tender containing gaps or omissions is likely to be rejected);
- (ii) A Certificate that the Tender is bona fide
- (iii) Guarantee and Indemnity Undertaking;
- (iv) Relevant Deed of Guarantee and Indemnity;
- (v) Certificate of Insurance;
- (vi) *? An analysis of resources to be provided by the Tenderer to meet the requirements of the Contract including proposed equipment;*

(vii) ? *The comprehensive method statements of the way in which the Tenderer proposes to carry out the Contract together with details of the Management, supervisory and administration structure to be operated.*

17.2 Failure to provide the above information or any part of it may at the entire discretion of the Council lead to rejection of the Tenderer's bid;

17.3 All documents requiring a signature must be signed where the Tenderer is an individual, by that individual. Where the Tenderer is a partnership, by two duly authorised partners. Where the Tenderer is a company, by two Directors or by a Director and a Secretary, such persons being duly authorised for that purpose;

17.4 No Tenderer will be deemed to be received unless it is enclosed in the official envelope provided which must be properly sealed. **THE ENVELOPE SHALL BEAR NO MARK INDICATING THE NAME OF THE SENDER;**

17.5 Tenders must be delivered to the Corporate Direct (Law, Planning & Administration), Rochford District Council, Council Offices, South Street, Rochford, Essex SS4 1BW on weekdays between the hours of 8.30 a.m. and 5.00 p.m. (4.30 p.m. on Friday) or sent by post bearing the correct postal address in either case to:

Corporate Director (Law, Planning & Administration)
Rochford District Council
Council Offices
South Street
Rochford
Essex SS4 1BW

17.6 **NO TENDER RECEIVED AT THE COUNCIL OFFICES IN ROCHFORD AFTER 12 NOON ON WILL BE CONSIDERED;**

17.7 Proof of posting will not be accepted as proof of delivery;

17.8 Tenders shall be open for acceptance until **Date.....**

17.9 Tenderers should specifically note:-

(i) that if the provisions for submission of the Tender are not complied with the Council shall be entitled at its absolute discretion, to reject or accept the Tender or to give the Tenderer the opportunity to comply with those provisions or otherwise to act as it thinks fit; and

(ii) the warranties they are deemed to give when submitting a Form of Tender which are detailed in the Form of Tender.

18. Tender Evaluation

18.1 Tenderers may be required to demonstrate their ability to provide the Services;

18.2 The Council reserves the right to take into account the financial and/or operational record of any Tenderer notwithstanding that the Tenderer may have been placed on the Select List;

18.3 The Council shall not be bound to accept the lowest of any Tender;

18.4 The Contract will be awarded to the Tenderer submitting the most economically advantageous Tender. This will be assessed by using (without priority) the following criteria;

- (i) quality of service,
- (ii) overall cost to the Council throughout the Contract Period,
- (iii) compliance with tender requirements and procedures,
- (iv) demonstrated ability to meet the requirements of the Contract and Specification;

19. Canvassing

19.1 Tenderers face automatic disqualification if they canvass for the Contract by approaching any Councillor or Officer of the Council with a view to gaining more favourable consideration of their Tender.

20. COLLUSIVE TENDERING

Any Tenderer who:

- a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or
- b) Communicates to any person other than the Employer the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance or a contract guarantee bond); or
- c) Enters into any agreement or arrangement with any other person such other person shall refrain from tendering or as to the amount of any Tender to be submitted; or
- d) Offers or agrees to pay or give or does pay or give any sum of money, inducement or 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 other Tender or proposed Tender for the Services any act or omission;

shall (without prejudice to any other civil remedies available to the Employer) be disqualified.

21. TRANSFER OF UNDERTAKINGS REGULATIONS

21.1 The preliminary view of the Council is that the Transfer of Undertaking (Protection of Employment) Regulations 1981 is unlikely to apply to this contract on the basis of the current service arrangements undertaken entirely by a Private Sector Contractor. The Secretary of State for the Environment has made it clear , however, that any reference to TUPE in the tender material must not prejudice the question of TUPE since this will depend on the arrangements for providing the service which a contractor chooses to adopt and whether these would constitute the transfer of an undertaking. Accordingly, therefore, tenderers should make themselves aware of the implications of the Regulations and decide for themselves regarding applicability.

- 21.2 It is for each Tenderer to assess any risk on their part and no liability is accepted by the Council.
- 21.3 Tenderers should note that the Contract Services are currently being undertaken by:
Serviceteam Limited, Nuthampstead, Royston, Herts SG8 8LZ
- 21.4 The Tenderer should indicate when submitting his Tender whether or not the Tender has been calculated on the basis that TUPE will apply.
- 21.5 In the event that the Tender submitted has been calculated on the basis that TUPE will apply the Tenderer should indicate what sums have been included within the Tender to cover such liabilities as will transfer under the Contract.

22. Award of Contract

- 22.1 The Council expects to award the Contract on the **date.....** but reserves the right to delay awarding the Contract, for any reason, to any date before the **date.....**
- 22.2 The successful Tenderer will be required to execute a formal contract and until such execution the successful Tender together with the Council's written acceptance shall form a binding agreement between the Council and the successful Tenderer;
- 22.3 Forthwith upon the written acceptance of the Form of Tender by the Council the Tender shall:-
- (i) If applicable, procure that the Tenderer's directors and/or ultimate holding company executes and delivers to the Council the Guarantee Undertaking in the form attached.

(Note: The Guarantee Undertaking must be delivered to the Corporate Director, Finance & External Services within 14 days of the date of acceptance of the Tender and the Council reserves the right to withdraw any offer made at any time if this requirement is not complied with.)
 - (ii) Procure the completion and deliver to the Council the Certificate of Insurance
 - (iii) Within fourteen days after the acceptance of his Tender, the Contractor shall submit to the Supervising Officer for his approval a programme ('the Contractors Programme') showing the manner in which he proposes to carry out the Contract and thereafter shall furnish such further details and information as the Supervising Officer may reasonably require in regard thereto. The Contractor shall at the same time also provide in writing for the information of the Supervising Officer a general description of the arrangements and methods of work, which the Contractor proposes to adopt for the carrying out of the Services.
- 22.4 If the Tenderer shall fail to comply with any of the provisions of clause 22.3 hereof then the Council may, without prejudice to any other right or remedy available to it, terminate the agreement or the Contract (as the case may be) by notice to the Contractor having immediate effect and the Tenderer shall be liable to the Council for any loss, direct or indirect thereby sustained by the Council.

23. Commencement of Contract

- 23.1 The Commencement Date will be **date:** unless otherwise agreed.

23.2 The Supervising Officer shall inform the Contractor in writing within a reasonable period after receipt of the Contractor's programme either:

(i) That it is approved

or

(ii) In what respects in the opinion of the Supervising Office it fails to meet the Contract Standard.

In the latter event the Contractor shall take such steps or make such changes in the said proposals as may be necessary to meet the Supervising Officer's requirements and to obtain his approval. The Contractor shall not change the Contractor's Programme, which has received the Supervising Officer's approval without the further approval in writing of the Supervising Officer which shall not be unreasonably withheld;

23.3 Should it appear to the Supervising Officer at any time that the actual performance of Services does not conform with the Contractor's Programme, the Supervising Officer shall be entitled to require the Contractor to produce a revised programme showing the modifications to the original programme necessary to ensure compliance with the Contract;

23.4 Approval by the Supervising Officer of the Contractor's Programme shall not relieve the Contractor of any of his duties or responsibilities under the Contract.

24. Ombudsman

The Tenderer should note that he will be required to co-operate fully at no additional cost in any investigation by the Ombudsman in the event of a complaint being made to the Council in connection with the Contractor's performance of the Services under the Contract.

25 Charging Fee for Tenders (possibly in advert)

There will be a charging fee of £50

Sol/ajb – grds main. tender instruct