

Carron Valley Development Group

**Construction of  
Mountain Bike Trails  
in Carron Valley Forest  
Phase 1**

INSTRUCTIONS FOR TENDERING

**ENGINEER FOR THE WORKS**

## INSTRUCTIONS FOR TENDERING

**Tenders must be submitted in accordance with the following instructions. Tenders not complying with these instructions in any particular may be rejected by the employer whose decision in the matter shall be final.**

1.
  - (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.
  - (iii) In terms of the Construction (Design and Management) Regulations 1994, the successful tenderer will be appointed Principal Contractor for the Works. Tenderers shall allow in their rates and prices for the cost of carrying out the duties of the Principal Contractor and for complying with the Regulations.
2. Tenderers should note that the Contract will not include a Contract Price Fluctuations Clause.
3. Any queries arising from the tender documents which may have a bearing on the offer to be made should be raised with the Engineer as soon as possible (preferably in writing) and in any case not later than 14 days before the date for the return of tenders.
4. Not used - no choice is given in the tender documents for designs and types of construction.
5. Not used - no separate Bills of Quantity to suit 4 above. Contractor is not required to design a structure.
6. Not used - no alternative designs or tenders.
7. Tenderers must satisfy themselves, prior to submission of their tender(s), that the following certificates are available as appropriate in relation to the work, goods and materials offered:
  - (i) certificates of conformity with quality management schemes;
  - (ii) certificates of conformity with product certification schemes (where the product is not marked);
  - (iii) British Board of Agrément Roads and Bridges Certificates;
  - (iv) Statutory type approval certificates;
  - (v) Departmental type approval certificates;
  - (vi) Departmental registration certificates;
  - (vii) Departmental technical approval certificates (design and check certificates) for lighting columns;
  - (viii) manufacturers' and suppliers' test certificates.

The attention of tenderers is directed to the provisions in the Contract for approval procedures in respect of certain proprietary products. Details of these are given in the Specification and are summarised in Departmental Standard SD 1/98 which includes the minimum periods of time that should be allowed for approval to be obtained. A list of products which currently meet the requirements is contained in Departmental Advice Note SA 1/98, or any subsequent amendment thereto.

Tenderers should note that the Quality Assurance schemes listed in Appendices A and B of the Specification are mandatory.

8. (i) Tenderers should note that the maximum time for completion of the whole of the Works is shown in the Appendix to the Form of Tender. 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.
  - (ii) Tenderers should note that NO PREMIUM will be applied in tender evaluation FOR SHORTER COMPLETION PERIODS.
  - (iii) Tenderers MUST insert their time(s) for Completion in the appropriate section(s) of the Appendix to the Form of Tender and must calculate and enter the appropriate quantities for the time related items in the preliminaries Bills of Quantities.
9. (i) Attention is directed to the Special Requirements in relation to:-  
  
Forestry Commission Scotland  
Scottish Environment Protection Agency

and to the fact that it will be necessary when effecting the insurance required by Clause 23 of the Conditions of Contract to let the Insurers know of these Special Requirements.

- (ii) Tenderers are reminded of the provisions for compliance with relevant Health and Safety Legislation and Regulations. (Clause 26 of the Conditions of Contract refers).
10. (i) Tenderers are reminded of the arrangements for the disposal of hazardous material in the Specification.
  - (ii) Tenderers are particularly reminded of the requirements of The Control of Pollution Act 1974 The Control of Pollution (Amendment) Act 1989 (relating to the identification of disposal sites and sources of fill) together with the provisions of The Environmental Protection Act 1990.
11. Tenderers' attention is directed to the Preamble to the Bill of Quantities and to Clause 116 of the Specification regarding the phasing of the Works in respect of existing services and supplies.
  12. (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 Bill of Quantities, which should be priced extended and totalled in ink, and accompanied by the Conditions of Contract, the Specification and the Form of Agreement to the address and by the date and time stated in paragraph 17 below.

- (ii) NO UNAUTHORISED alteration or addition should be made to the Form of Tender, to the Bill of Quantities 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. Only tenders submitted without qualification, strictly in accordance with the tender document as issued (or subsequently amended by the Employer) will be accepted for consideration. The Employers decision on whether or not a tender is acceptable will be final and the tenderer will not be consulted. Qualified tenders will be excluded from further consideration and the tenderer notified.
13. It is the practice to publish the amount of the successful tender and the name of the tenderer.
14. (i) Unit rates and prices and extensions must be quoted in pounds and whole pence to two decimal places. The terms 'nil' 'included' and/or '-' are NOT to be used, but should be indicated as £0.00. Figures MUST be inserted against each item in the Bill of Quantities (but see Paragraph 5). Before a contract is awarded, the Employer will write to any tenderer whose tender has required arithmetical adjustment.
- (ii) 'Credit' values in favour of the Employer SHALL NOT be inserted against any item(s) in the Bill of Quantities.
- (iii) TENDERERS SHOULD PARTICULARLY NOTE that the principles governing public procurement require that, as far as is reasonably possible, payments for Goods Works or Services are made AFTER provision. Therefore any indication of a pricing strategy within a tender which provides for substantial payments at the outset of the Contract will be examined carefully to decide whether or not a tender in such form can be accepted. If in the opinion of the Employer such substantial early payments appear excessive in relation to the requirements of the Contract the Employer reserves the right to require the tenderer to spread such proportion of the costs as are considered excessive over the duration of the Contract. The Employer reserves the right to reject the lowest or any tender where in the opinion of the Employer early payments appear excessive.
15. The Employer does not bind himself to accept the lowest or any tender. It is the Employer's policy to make every effort to reach a decision on the award of any contract within 60 days of the closing date for submission of tenders. If the 60 day period appears likely to be exceeded, the Employer will initially seek to negotiate an extension of that period with tenderers. However, if exceptionally this is not possible or delay appears likely to be excessive, the Employer will re-tender the work. Tender MUST therefore remain open for acceptance for a minimum of 60 days from the tender return date.
16. (i) TENDERERS SHOULD PARTICULARLY NOTE that the calculation of Clause 47 Liquidated Damages in the Appendix to the Form of Tender will be based directly on the price of the accepted tender. Liquidated Damages will be calculated from the successful tenderer's total tender price, 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 Award Price divided by the Contract Period in days =
- £ .... per day Liquidated Damages.
- The EMPLOYER will INSERT the actual figure for L/D's, produced by the application of the formula in Column 1 of the schedule in the Appendix to the Form of Tender IMMEDIATELY PRIOR TO AN AWARD. A copy of the schedule as completed by the Employer will be forwarded to the successful tenderer with the award letter.

(ii) Not used - no sectional completion.

17. Tenders should be sent by Registered Post, Recorded Delivery, Red Star Service, Courier, Parcel Force Datapost, or delivered by hand in a plain sealed envelope. Whichever method is used, the envelope, or any franking thereon, must not bear any marks, sign or reference which might indicate who the tenderer is. When using Parcel Force Datapost tenderers should ensure that The Post Office allows the requirements for insertion of a sender's name to be waived. The envelope must be clearly marked as follows:-

'TENDER FOR        Construction of  
                         Mountain Bike Trails  
                         in Carron Valley Forest  
                         Phase 1

addressed to

Mr D Lewis  
Secretary  
Carron Valley Development Group  
c/o [REDACTED]  
[REDACTED]  
[REDACTED]

so as to arrive not later than NOON on **27 May 2005**.

Tenders must not be sent by any other form of postal service.

18. Any drawings and other documents not returned with the tender(s) are to be sent to:-

Mr D Lewis  
Secretary  
Carron Valley Development Group  
c/o [REDACTED]  
[REDACTED]  
[REDACTED]

19. Not used - no sectional completion.
20. Tenderers should note that the Date for Commencement of the Works will be notified to the Contractor in writing by the Engineer in accordance with Clause 41 of the Conditions of Contract. A period of some two weeks may be expected to elapse between the date of award of the Contract and the Date for Commencement of the Works as notified by the Engineer.
21. 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 Scotland.
22. 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 Clause 23 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 Clause 21 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:-

(a) Against the requirements of Clause 21 (a):-

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

(i) Against the requirements of Clause 21 (b):- An excess sum of £1,000.

An **EXCESS SUM** of more than £1,000 will **NOT** be approved.

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 Engineer 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 their tender by the Employer. No contract shall be awarded until existing insurances or insurance proposals have been inspected and approved.

(iv) Tenderers particular attention is drawn to the revised arrangements for dealing with Third Party claims implicit in Clause 22 of the Conditions of Contract.

23. The attention of tenderers is directed to the provisions in the Contract for the erection and maintenance of temporary and permanent fencing (Clauses in the 300 Series of the Specification) and to the obligations of the Contractor in respect of claims under Clause 22 of the Conditions of Contract. Such obligations will include responsibility for all claims arising in respect of penetration of livestock onto the Site.

24. Not used - no piling in the Works.

25. (i) not used.

(ii) Tenderers particular attention is drawn to the 'Special Conditions' of the contract where provisions include a requirement for the prompt payment of sub-contractor accounts.

(iii) 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 as provided for by the EC Works Directive when compiling future tender lists.

26. Not used - no specific routing.

27. Not used - no long loads.
28. Not used.
- 29(A) Not used.
- 29(B) Not used.
30. Tenderers attention is drawn to the arrangements for the calculation of the minimum amounts of Interim Certificates.
31. Arrangements for inspection of the site which involve access to land the Employer does not own must be made through the Engineer, in order that prior permission is obtained from occupiers before going on to property. However, tenderers should note that permission to enter private land during the tender period cannot be guaranteed. Whilst on the property care must be taken to minimise disturbance to the occupiers.
32. Tenderers particular attention is drawn to the provisions in the Contract regarding the erection of information boards to advise the travelling public of the progress of the Works. Failure to comply with these requirements may be taken into account when compiling future tender lists.
33. Tenderers should note that completion of the 'Goods Vehicle Operator Licensing 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 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, including inspection, to ensure that only properly licensed operators of good vehicles in the terms of the Goods Vehicle Operator Licence ('O'-Licence) and its associated statutory requirements will be permitted to operate on and/or to and from the Site. Failure to comply with these requirements will be taken into account as provided for by the EC Works Directive when compiling future tender lists.
34. Not used.
35. Not used
36. Not used
37. Tenderers should note that the Quality Assurance schemes listed in Appendices A and B of the Specification are mandatory, and that proprietary products and systems listed in Appendix C are required to have an Agrément Certificate, type approval or registration with the Scottish Office Industry Department.
38. Should any amendments to the Bill of Quantities as issued to tenderers be deemed to be necessary prior to the date of submission of tenders these will be issued in the form of supplementary Bills and will form part of the Contract.
39. The Contractor is required in terms of Clause 4 of the Conditions of Contract, to obtain written approval from the Engineer agreeing to the appointment of any particular sub-contractor prior to entering into a sub-contract with that sub-contractor. This will not relieve the Contractor of his liabilities and obligations under the Contract, including the actions of his sub-contractor.
40. Tenderers are required to enclose with their tender a method a statement in respect of the Contract together with a draft programme for the works. Within two weeks of the acceptance of the tender the successful contractor shall submit a detailed programme and method statement in accordance with Clause 14 of the Conditions of Contract.

41. Tenderers should note that in accordance with the Environmental Protection Act 1990, a disposal of material is a disposal of material for Landfill Tax if:
- (a) the material is disposed of as waste
  - (b) the disposal is by way of landfill.

Tenderers must ascertain their liability to pay the cost of Landfill Tax directly or to pay Landfill Charges to the operators of landfill sites and allow for all such cost in their tender.

42. Carron Valley Development Group (CVDG) is recognised by Inland Revenue Charities as a Scottish Charity and capital funding for the project has been secured through a variety of publicly funded sources. The Group has a duty to maximise the use of these funds, obtain best value and to deliver a sustainable, quality product.

It is important that tender submissions reflect quality across the whole job and for contractors to appreciate that quality is not just about the physical build of the project. Whilst the objective is to deliver an exciting, challenging trail that flows and is fun to ride, quality in timing the work as well as quality in building, is the most technically difficult part of the specification. CVDG requires consistency and the ability of the contractor to co-ordinate and manage the different parts of the job. The successful contractor will be expected to work under the guidance of CVDG Trail Designer / Site Supervisor who will be available to direct the day to day works and to provide a hands-on interface between client and contractor. Contractors intending to bid for the work must visit the site at the date / time allocated to familiarise themselves with the trail corridor and the work required. The Trail Designer will be present to answer all questions.

CVDG will use a 'Best Value Model' - 65% price:35% quality, to evaluate prospective bids. The quality element is broadly broken down as follows: ability to meet contract specification (details of offer and plan) 15%; relevant experience (references/examples of work) 10%; ability to complete in time and resources 10%.

Contractors should be aware that CVDG require detailed information in order to assess competence. Each submission will be awarded points against the following criteria. These will be set within a scoring matrix - which produces a final score set against the maximum score possible. **The following details must be provided:**

#### **Commercial security**

- How long have you been established?
- Provide details of your last 3 years turnover.
- Provide a bankers reference.

#### **Experience / technical**

- Provide 3 separate, detailed references where you have carried out work of a similar nature (these need not be mountain bike trails) in the last 24 months. We require names, telephone numbers, a brief description of the work and the value of each contract. CVDG are looking for a track record of project completion and returning for remedial work
- Give examples (nature and size) of any other relevant contracts completed in the last 12 months.
- Provide details of any contract where you have undertaken work of similar complexity (again, this need not be mountain bike trails.)



## Resources

- Provide details of Plant owned & operated.
- Provide an Outline Method Statement which describes and must contain all of the following information:
- Team size, structure, list & names of personnel, length of service and skills.
- List all Plant proposed for the works, materials and sources.
- Describe how your team will sequence the work, layout and divide up the site and adapt the work to fit the site.
- Details of any training and your ability implement safe working practice.

**Note: Generic Method Statements will not be acceptable and you will be marked down for submitting such.**

State whether you have personnel with Vocational Qualifications and a Training Policy

## LOCATION AND BRIEF DESCRIPTION OF THE WORKS

(For information for tendering purposes and NOT forming part of the contract documents).

The works are located at Carron Valley Forest which is adjacent to Carron Valley reservoir, Stirlingshire in central Scotland. The site is accessed from the B818 Denny to Fintry Road. The works are all constructed on land owned and managed by the Forestry Commission Scotland.

Carron Valley Forest is open to the public for recreation purposes and there are a variety of users ranging from walkers, runners, cyclists, horse riders and dog sleigh enthusiasts. The forest will be open to all users during the period of construction for this project.

Commercial harvesting of timber is also a feature of Carron Valley Forest and as such may be subject to operational use during the period of proposed construction works.

The Carron Valley Development Group is recognised as a Scottish Charity by the Inland Revenue and has secured funding for this project from a variety of sources ranging from Government/Local Authority Grants to private investments/donations.