

TMTii 52 - M1 J13-16 - Signs and Signals

Secondary Competition Questions and Answers

Version 5 – 14/01/19

Our Ref	Date Received	Document Reference	Question and Answer	Date Released
1	05/12/18	RfQ	<p><u>Question:</u></p> <p>We are currently tendering to BMJV for the M27 which we are still working on with a deadline of 17/12. Based upon the tender return for M27 and your deadline of 08/01, including our Christmas shutdown we are left with 8 working days to complete your tender submission.</p> <p>This is clearly not enough time to fully and properly digest the requirement and service information and compile a good quality response, we therefore formally request a minimum 3 week extension to the tender deadline.</p>	
			<p><u>Answer:</u></p> <p><u>TENDER AMENDMENT 1 – TA1</u></p> <p>The tender return date has now been extended to 15 January to allow tenderers extra time due to the Christmas break. The tender query deadline date is now 8th January. See uploaded RfQ TA1.</p>	06/12/18
2	18/12/18	Service Information	<p><u>Question:</u></p> <p>The service information states that the definition of a sign is “The combination of a Version 3 Sign, Version 3 Roadside Controller and Ambient light sensor” can you please confirm this is correct for the AMI? If this is incorrect can you please confirm the quantity of Version 3 AMI roadside controllers required for this tender.</p>	
			<p><u>Answer:</u></p> <p>This description is incorrect. The correct definition has been uploaded as part of Tender Amendment 2. Please see the revised Service Information (V2) on Bravo.</p>	21/12/18

3	18/12/18	Service Information	<p><u>Question:</u></p> <p>The service information states program dates for installation. The table is broken down into Link 1A, Link 1B, Link 2A, Link 2B etc. Can you please provide the quantities of equipment required for each link. TMTii 52HA549348-AMAR-HMC-SWI-SP-YI-000004_P02 AMI.xlsx, TMTii 52 - HA549348-AMAR-HMC-SWI-SP-YI-000005_P02 MS4.xlsx and TMTii 52 - HA549348-AMAR-HMC-SWI-SP-YI-000007_P03 MS3.xlsx do not provide details of the links</p>	
			<p><u>Answer:</u></p> <p>The chainages per link are as follows:</p> <p>Link 1A CH2,000 – 8,500 Link 1B Ch8,500 – 15,000 Link 2A Ch15,000 – 19,500 Link 2B Ch19,500 – 25,000 Link 2C Ch25,000 – 29,500 Link 3A Ch29,500 – 34,000 Link 3B Ch34,000 – 39,000</p>	21/12/18
5	18/12/18	Service Information	<p><u>Question:</u></p> <p>The service information states under SI 110 Overall Objectives a total of 79 MS4s. The quantities noted underneath do not total 79 signs. Can you please confirm the total quantity of MS4's is 79.</p>	
			<p><u>Answer:</u></p> <p><u>TENDER AMENDMENT 2 – TA2</u></p> <p>Service Information update to correct duplicate entry. We can confirm 79 MS4s is correct. Please see revised Service Information (V2) on Bravo</p>	21/12/18
6	18/12/18	Service Information	<p><u>Question:</u></p> <p>The service information states under Warranty and Spares the following, <i>“The Signs are to be installed at a variety of locations across the 7 Highways England regions and as such first line maintenance will be carried out on a regional basis. The Contractor will therefore need to ensure that sufficient spares are provided to ensure spares can be held in each of the 7 regions”</i>. However the general obligations states the following <i>“The Employer requires the Contractor to provide and manage a service to deliver a number of Version 3 AMIs, MS4s and MS3 3x18s on a supply, install, commission and warranty basis at locations around the M1 Junctions 13-16”</i></p>	

			Can you please confirm how many sets of spares are required 1 or 7?	
			<p><u>Answer:</u></p> <p>This contract covers two regions (Area 7 East Midlands and Area 8 East of England). Tenderers should allocate a single pool of spares based on the Service Information requirements and in line with their own MTBF figures.</p> <p>Note, the cost of the spares will be considered as part of the overall financial assessment for the purpose of tender evaluation and Highways England also reserves the right to call off additional spares at no additional cost if tenderers do not allocate enough to cover the contract at tender stage.</p>	09/01/19
7	21/12/18	RfQ	<p><u>Question:</u></p> <p>Item 16 of the RFQ details 'The Employer can request a parent company guarantee at any time during the contract using the form provided in the Service Information' in addition Clause Z29 details that a Parent Company Guarantee may be requested by the Service Manager. Can further details be provided of what will trigger the Service Manager to request a Parent Company Guarantee (such as Financial Distress)?</p>	
			<p><u>Answer:</u></p> <p>Highways England can at any point prior or during the contract ask for a PCG if deemed necessary. Highways England may ask for one for various reasons which are not limited to financial distress or performance.</p>	09/01/19
8	21/12/18	Service Information	<p><u>Question:</u></p> <p>The form of Parent Company Guarantee (Service Information - Appendix C) details that an Ultimate Parent Company is required to provide the Guarantee. Can consideration be given to applying a Financial Assessment test to determine the level of parent which is required to provide the Guarantee? In other tenders through the Financial Assessment test it has been determined that it does not need to be the ultimate, but the immediate Parent in the hierarchy.</p>	
			<p><u>Answer:</u></p> <p>The form template outlines the ultimate parent company however in the event we need to request a PCG we would work with the contractor to apply to the correct parent company.</p>	09/01/19

9	03/01/19		<p><u>Question:</u></p> <p>Can you please confirm the quantity of V3 AMI Roadside Controllers required for this tender? TMTii 52 - HA549348-AMAR-HMC-SWI-SP-YI-000004_P02 AMI shows 32no locations but does not detail how each location is controlled in regards to Roadside Controllers.</p>	
			<p><u>Answer:</u></p> <p><u>Tender Amendment 4 – TA4</u></p> <p>The number of roadside controllers required are:</p> <p>x89 MS4 controllers (x1 per MS4 signal) x16 AMI controllers (x1 per array of four AMI) x4 MS3 controllers.</p> <p>Please see revised Price List (V2) on Bravo which will be uploaded by COP today</p>	09/01/19
10	07/01/19	Service Information/RfQ	<p><u>Question:</u></p> <p>The Service Information, and therefore the questions in the RfQ, are based upon a HE network wide supply of signs to multiple schemes and interfaces with multiple stakeholders across 7 Areas.</p> <p>Can the Service Information and questions be amended to suit the single Contract delivery and associated interfaces for which these signs are intended.</p>	
			<p><u>Answer:</u></p> <p>The Service information & RfQ have been standardised for this type of work and will not be changed at this stage.</p>	09/01/19
11	07/01/19		<p><u>Question:</u></p> <p>Can you please fully disclose all information and details that will be required to be shared with Costain Galliford Try JV by the HE for the Schemes own Contract finance purposes, such as, although not limited to, measurement against Target Cost.</p>	
			<p><u>Answer:</u></p> <p>All commercial and financial management will be by Highways England and our commercial teams. Highways England will look to share some commercial and financial data with Costain Galliford Try,</p>	09/01/19

			however it is envisaged that this will be at the level of detail of a single summary line per category per month, and will focus on forecast outturn cost.	
12	07/01/19		<p><u>Question:</u></p> <p>CDM:</p> <ol style="list-style-type: none"> a. Can you please confirm what the CDM role of the successful tenderer will be; b. What role if any, under CDM and more generally, that Costain Galliford Try JV will play in the delivery of this requirement 	
			<p><u>Answer:</u></p> <ol style="list-style-type: none"> a. The successful tendered will fulfil the role of contractor. b. Costain Galliford Try will fulfil the role of Principal Contractor 	09/01/19
13	07/01/19	RfQ	<p><u>Question:</u></p> <p>The Health & Safety questions are based upon a Companies Processes and Procedures. Where a tenderer is OHSAS 18001 Certified these Processes and Procedures will form part of their Certified Health and Safety Management System that will have been audited and approved by an independent expert body, such as BSi, to demonstrate safe systems of work and continuous improvement. These audits are in depth and bi-annual and involve specialist & qualified auditor spending virtually a full day reviewing the Health and Safety Management System.</p> <ol style="list-style-type: none"> a. Can it please be acknowledged that if a Tenderer is OHSAS 18001 Certified that they meet the criteria and therefore are awarded full marks? b. If this is not the case, can you please confirm that the person(s) responsible for marking this area are at least as qualified as an Approved OHSAS 18001 Auditor. 	
			<p><u>Answer:</u></p> <p>Scores are awarded in line with the scoring criteria outlined within the RfQ and there is no separate matrix for Health & Safety scoring</p>	09/01/19
14	07/01/19		<p><u>Question:</u></p> <p>Can you please confirm that all tenderers are on an equal footing and that there is no (zero) risk that any tenderer has any knowledge of any of the other tenderers version 3 equipment pricing, power consumption or MTBF figures that may have been gained as a member of a Main</p>	

			Contractor JV on any recent tenders through Major Projects.	
			<p><u>Answer:</u></p> <p>This is a Highways England procurement and not a delivery partner led procurement. This requirement has been brought in house to negate this risk. The only information Highways England shares with suppliers is the information within standstill letters i.e. the winning tenderers scores and total quoted contract value as per that tender. Each tender is assessed and fully validated, and Highways England only take into account the submission submitted at the time of tender i.e no past experience or prior knowledge are considered.</p>	09/01/19
15	07/01/19	Price List	<p><u>Question:</u></p> <p>It is not clear from RFQ, Service Information or individual Sign Works Information, how many RCV3s are required for gantries or for individual sign types. The number of RCV3s relates to how the design is arranged given the capability of the RCV3. Could you clarify the numbers required please and add another line to the 'Sign Charge' Spreadsheet to identify the total number of RCV3s required?</p> <p>It would be helpful also to add in a further section under 'Installation' for the total number of RCV3s to be provided</p>	
			<p><u>Answer:</u></p> <p>Please see answer to Q9</p>	09/01/19
16	07/01/19	Price List	<p><u>Question:</u></p> <p>On RCV3 Quantities, could you also amend the 'Additional Charges' sheet to include RCV3 Storage Charges and amend the 'Warranty' sheet to include RCV3 Warranty as this needs to be covered separately from the signs.</p>	
			<p><u>Answer:</u></p> <p>Please see answer to Q9</p>	09/01/19
17	08/01/19	Call Off Agreement	<p><u>Question:</u></p> <p>The Contract Conditions do not express an order of priority between the Contract Documents. Please can an order of priority be stated, especially that the conditions of contract take priority over the Contract Schedules or any technical document.</p>	

			<p><u>Answer:</u></p> <p>There is no order of precedence or priority on any NEC contract and all documents are given equal weight.</p>	09/01/19
18	08/01/19	Call Off Agreement	<p><u>Question:</u></p> <p>Workmanship and Design Standards are not restricted to exercising reasonable skill and care, please can consideration be given to including wording similar to secondary option clause X15.</p>	
			<p><u>Answer:</u></p> <p>X15 is only used on ECC contracts. This is a TSC contract so X15 will not be included</p>	09/01/19
19	08/01/19	Call Off Agreement	<p><u>Question:</u></p> <p>Z4 – Assignment clause places no limit on the number of Assignments. Please can consideration be given to limiting the number of Assignments to one.</p>	
			<p><u>Answer:</u></p> <p>The Employer has the unrestricted ability to assign the benefit of this contract or interest under it. The number of Assignments will remain as unlimited as Highways England must retain this flexibility.</p>	09/01/19
20	08/01/19	Call Off Agreement	<p><u>Question:</u></p> <p>Z17 – GDPR duties differ from the Framework obligations. Can it be clarified that the framework obligations prevail.</p>	
			<p><u>Answer:</u></p> <p>The framework clause will prevail</p>	09/01/19
21	08/01/19	Call Off Agreement	<p><u>Question:</u></p> <p>Z19 - Good Industry Practice differs from that agreed within TMT Framework. At line 3 within the Framework agreement it is limited to that reasonably expected from a skilled and experienced person or body. Please can the wording within the call-off agreement be aligned to that agreed in the framework</p>	

			<p><u>Answer:</u></p> <p>Z19 relates to IPR - this is a standard Highways England clause that is used on all tenders and will not be changed/altered</p>	09/01/19
22	08/01/19	Call Off Agreement	<p><u>Question:</u></p> <p>Z22 – Given these works are being tendered for a defined scope of works, please can consideration be given to deleting this clause.</p>	
			<p><u>Answer:</u></p> <p>This is a standard Highways England clause that is used on all tenders and will not be changed/altered. However, the expectation is the Contract will be run in accordance with clauses Z22.1 & 22.2, with 22.3 used only in exceptional circumstances.</p>	09/01/19
23	08/01/19	Call Off Agreement	<p><u>Question:</u></p> <p>Z37 applies from the “Contract Date”, please can it be advised how this will be reviewed at the Contract Date, given circumstances may have changed from that which could be reasonably anticipated at the date of tender submission to the Contract Date, particularly given a 120 day period of validity is requested.</p>	
			<p><u>Answer:</u></p> <p>Tenders are valid for 120 days at the point of tender return. If they contract will not be awarded before 120 days, Highways England will write to tenderers asking them to confirm if their tenders are still valid in form of an extension to validity period. If there are changes i.e price Highways England will also take this into account.</p>	09/01/19
24	08/01/19	Call Off Agreement	<p><u>Question:</u></p> <p>Z57.1 is not part of the call-off agreement 4G terms agreed. Please can this clause be removed.</p>	
			<p><u>Answer:</u></p> <p><u>Tender Amendment 3 – TA3</u></p> <p>This clause has been removed as it was added in error – Please see revised Call Off Agreement (V2).</p>	09/01/19

25	08/01/19	Call Off Agreement	<p><u>Question:</u></p> <p>Z58 – Clause Z59.1 imposes an unfair risk on the Contractor and Subcontractor’s. Cancelling work up to 48 hours before the installation will likely incur the supply chain cost. There is also no restriction on how long the works can reschedule past the original date. Please can consideration be given to removing this provision.</p>	
			<p><u>Answer:</u></p> <p>This clause has been removed as it was added in error – Please see TA3 (Q24) for details</p>	09/01/19
26	08/01/19	Call Off Agreement	<p><u>Question:</u></p> <p>Given the Scope of Works and value, is a project Bank account appropriate, would consideration be given to removing this requirement.</p>	
			<p><u>Answer:</u></p> <p>Project Bank Accounts (PBAs) are a standard across the majority of our contracts Z9 Project Bank Account is only applicable if the Contractor uses subcontractors. If the Contractor is not engaging subcontractors this clause does not apply.</p>	09/01/19
27	08/01/19	Call Off Agreement	<p><u>Question:</u></p> <p>While it is noted a Risk Register is to be provided with the tender, does a Project Risk register already exist, if so can this be shared so it can be developed.</p>	
			<p><u>Answer:</u></p> <p>Highways England does not have a Project Risk register to share at this stage so will be unable to supply to tenderers.</p>	09/01/19
28	08/01/19	Call Off Agreement	<p><u>Question:</u></p> <p>Please can it be confirmed that the level of delay damages within the call-off order will be nil.</p>	
			<p><u>Answer:</u></p> <p>Delay damages are only applicable if they are agreed and defined as part of the individual Task Order which only applies to X19 which isn’t used on this tender.</p>	09/01/19

29	08/01/19	Call Off Agreement	<u>Question:</u> Z12 – Please can consideration be given to removing this clause or allowing costs to be included once invoiced by the subcontractor.	
			<u>Answer:</u> This is a standard Highways England clause that is used on all tenders and will not be changed/alterd. This clause satisfies Highways England’s fair payment arrangement and is to ensure the Contractor has paid his Subcontractor within the specified number of days.	09/01/19
30	08/01/19	Call Off Agreement	<u>Question:</u> Z3- Recovery of sums due from Contractor. Please can this be deleted or the following wording be added “provided that prior to setting off any such sums are notified and a detailed claim for such sum to the Contractor [and the Contractor has agreed the sum] or has been awarded the sum in adjudication, arbitration or litigation”	
			<u>Answer:</u> This is a standard Highways England clause that is used on all tenders and will not be changed/alterd. Where monies are outstanding from the Contractor to the Employer, on this or any other contract between both parties, any sum of money is recoverable or payable by the Contractor. Such sums may be deducted from, or reduced by, the amount due. This will only be used only in exceptional circumstances.	09/01/19
31	08/01/19	Call Off Agreement	<u>Question:</u> Please can the requirement to provide terrorism cover be removed (requirement under property all risk insurance	
			<u>Answer:</u> The Insurance Annex is standard across Highways England’s contracts and the Terrorism policy cover applies regardless of the likelihood of occurrence.	09/01/19

Questions asked after the Tender Question Deadline (08/01/19 11:00)
Note Highways England can’t guarantee to answer these questions however will endeavour to do so

32	08/01/19	Call Off Agreement	Question: In consideration of the limited value of the works, will a Parent Company Guarantee be required?	
			Answer: Highways England is not requesting a PCG from any Supplier at this stage. We will if required at onset of contract. However, during the life of a contract, a situation may arise where one needs to be requested (for example, we find out a Supplier is in financial difficulties and/ or very late with accounts).	09/01/19
33	08/01/19	Call Off Agreement	Question: In Contract Data Part One, the Option X18 Limit for Indirect and Consequential Loss is £5,000,000, would the Employer consider reducing this to nil as these costs are unforeseeable at this point of time and would not be possible to evaluate.	
			Answer: We have reviewed this and can confirm that the X18 liability levels will remain as they are for this requirement. Bidders should complete their submissions to reflect these required levels.	09/01/19
34	08/01/19	Call Off Agreement	Question: Within Service Information Annex A – Insurances, the Contractor is required provide Property "All Risks" Insurance, please could the Employer confirm that the Contractors obligation to insure this property should cease on transfer of title in the sign to the Employer i.e. at SAT.	
			Answer: Insurance is as per Annex A and will apply for the duration of the contract	09/01/19
35	08/01/19	Call Off Agreement	Question: Considering the length of the contract far exceeding the standard duration of signs and signal contracts, would the Employer consider including an Option X1 indexation?	
			Answer: The majority of the contract price will be paid within the first two years of the contract so there is not a long term risk of inflation sitting with the contractor and on this basis, despite the overall 9 year service period, the X1 option is not included.	09/01/19

36	08/01/19	Call Off Agreement	<p><u>Question:</u></p> <p>Please can the Employer confirm that if they do require a PCG at some point during the contract they are seeking a guarantee rather than an indemnity. We would also wish the Employer to consider that the guarantor should retain the right to perform the contract if a liquidator of the contractor disclaims it or be able to challenge the grounds for determination if this was to occur.</p>	
			<p><u>Answer:</u></p> <p>We will seek an alternative if there is no parent, or suitable parent, to provide the Employer with the protections set out in the contract conditions and S.I. There is a form of PCG in the S.I annex. The guarantee provided is subject to acceptance by the Service Manager. The actions to be taken in the event of liquidation will be considered as they arise, we cannot make any commitments at this point. The Contractor must ensure they comply with Z7 Merger, take over and change of control, Z54 Financial Distress, Z55 Change of Control – new guarantee, and Z29 Parent Company Guarantee.</p>	09/01/19
37	08/01/19		<p><u>Question:</u></p> <p>Please can Highways England also confirm that should a PCG be required that the guarantor should not be prevented from referring a decision of any of those parties to a court for a final and binding decision.</p>	
			<p><u>Answer:</u></p> <p>Please see answer to Q36</p>	09/01/19
38	10/01/19	Call Off Agreement	<p><u>Question:</u></p> <p>In response to the clients answer to TQ 18 (TMTii52-Tender QA Issue 3),</p> <p>While X15 is not a TSC option, we request that consideration is given to adding the below wording to the Contractors Design obligation SI300:</p> <p>“The Contractor is not liable for Defects in the works due to his design so far as he proves that he used reasonable skill and care to ensure that his design complied with the Service Information. If the Contractor corrects a Defect for which he is not liable under the contract it is a compensation event”</p>	
			<p><u>Answer:</u></p> <p>We are unable to incorporate this wording into the Service Information. Therefore the Service Information and Call Off Agreement wording will remain unchanged.</p>	11/01/19

39	10/01/19	Tender Q&A Sheet	<p><u>Question:</u></p> <p>In response to the clients answer to TQ 9 (TMTii52-Tender QA Issue 3),</p> <p>The sign and roadside controller quantities provided seem inconsistent with other information provided in the tender. The MS4 sign quantity does not match with the Service Information or the Price List. It is also noted that the quantity of AMI Roadside Controllers does not match with the quantity of AMI's and the quantity of MS3 Roadside Controllers does not match with the quantity of MS3's</p> <p>Can you please confirm that the answer given to TQ 9 is correct?</p>	
			<p><u>Answer:</u></p> <p>TQ9 is correct. The number of Roadside Controllers required are as per TQ9.</p>	11/01/19
40	10/01/19	Price List	<p><u>Question:</u></p> <p>On the Installation tab of the revised Price List ("TMTii 52 – Price List (V2)") a number of rows have been hidden which prevents us from entering our rates; in particular the "Other Charges" section where there is now only one row visible. Please can you unhide these rows.</p>	
			<p><u>Answer:</u></p> <p><u>Tender Amendment 5 – TA5</u></p> <p>This has now been corrected. Please see revised TMTii 52 Price List (V3) on Bravo.</p>	11/01/19
41	12/01/19	Price List	<p><u>Question:</u></p> <p>there is no line item in the Price List for ALMs, please advise.</p>	
			<p><u>Answer:</u></p> <p>Tenderers are to supply 1 ALM for each sign – with the price of an ALM being reflected in the unit cost of each sign within your submitted price list.</p>	14/01/19