

# LONDON BOROUGH OF LAMBETH

PARKING SERVICES  
HOUSING SERVICES  
STREETCARE

## PARKING MANAGEMENT SERVICES CONTRACTS (IN 5 LOTS)

- Lot 1 – Enforcement Services
- Lot 2 – Nuisance Vehicle Removal Services
- Lot 3 - Post Handling Services
- Lot 4 - Printing Services
- Lot 5 - Automated Payment Services

Invitation to Tender

3 September 2007



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# ABBREVIATIONS USED IN THIS DOCUMENT

ANPR	Automatic Number Plate Recognition
BVPI218	Best Value Performance Indicator 218 (removal of abandoned vehicles)
CC	Charge Certificate
CCTV	Closed Circuit Television
CEA	Civil Enforcement Area
CEO	Civil Enforcement Officer
COPPE	Code of Practice on Parking Enforcement – originally produced and revised by LC predecessors
CPZ	Controlled Parking Zone
CSAP	Community Safety Accredited Person
CSAS	Community Safety Accreditation Scheme
DCS	Despatch Control System
DVLA	Driver and Vehicle Licensing Agency
EN	Enforcement Notice (CCTV equivalent to an NtO)
GIS	Geographic Information System
GLA	Greater London Authority
HHC	Hand Held Computer
LC	London Councils– Transport and Environment Committee – formally Parking Committee for London, Transport Committee for London and Association of London Government
MPU	Mobile Patrol Unit
MSCP	Multi Storey Car Park
NoDR	Notice of Debt Registration
NtO	Notice to Owner
NVQ	National Vocational Qualification
OBPA	On Board Parking Attendant
PA	Parking Attendant
PCN	Penalty Charge Notice

P&D Pay and Display  
RT Receiver/Transmitter  
RTA91 Road Traffic Act 1991  
SPA Special Parking Area  
TEC Traffic Enforcement Centre (Northampton County Court Bulk Processing Centre)  
TMA04 Traffic Management Act 2004  
TMO Traffic Management Order  
TRACE Removed Vehicle Location service provided by LC  
TUPE Transfer of Undertakings (Protection of Employment) Regulations 1981  
VAT Value Added Tax  
VRM Vehicle Registration Mark (number plate)  
WRWA Western Riverside Waste Authority

# PART A - INSTRUCTIONS FOR TENDERING – All Lots

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## INSTRUCTIONS FOR TENDERING

### 1 INTRODUCTION

- 1.1 In these instructions for Tendering the words and expressions contained shall have the same meaning ascribed to them in the Conditions of Contract and the Specification.
- 1.2 The work will comprise an extensive range of Services as described in the Specifications. The Services are to be provided daily throughout the year, during the days and times stated or by deadlines as indicated in the Specifications.
- 1.3. European Acquired Rights Directive 77/187 and the Transfer Undertakings (Employment Protection) Regulations
- 1.3.1 The Council considers that the terms of the European Acquired Rights Directive 77/187 and/or Transfer of Undertakings (Protection of Employment) Regulations 1981 (together 'the Regulations') could potentially apply to this Contract. If the Directive is held to be applicable then Tenderers should take into account, inter alia but without limitation, of the following requirements of the Directive:
- a the need to consult with a recognised trade union; and
  - b the need to maintain existing rates of pay and conditions of employment of employees; and
  - c the need for a successful Tenderer to accept liability in respect of claims for redundancy, unfair dismissal and all other claims related to employees of the outgoing Contractor.
- 1.3.2 It is the preliminary view of the Council that the Regulations are likely to apply to Lot 1 and Lot 2 but probably not to Lot 3, Lot 4 or Lot 5. The Council's final view of the applicability of the Regulations will, however, depend ultimately on the consideration of any proposals submitted by Tenderers with their Forms of Tender and recognises that such proposals may contain different TUPE implications. Tenderers are asked to indicate, when submitting tenders, whether their rates and prices are based on TUPE applying or not and the reasons why they consider that that basis is applicable.
- 1.3.3 The Council will give Tenderers, upon request, information provided by the incumbent contractors on the conditions of employment of staff currently engaged on the undertaking including details of the following:
- a Terms and conditions of employment e.g.
    - i) Remuneration, but not whether, or how frequently, operatives work overtime;
    - ii) Holiday entitlement;
    - iii) Bonus scheme but not details of actual payments;
    - iv) Sickness Scheme but not individual sickness records;
    - v) Pension scheme.

- b Number of operatives and length of service
- 1.3.4 This is strictly on the understanding that the Tenderers in receipt of this information have undertaken:
- a to accept that TUPE applies to this contract in the event that its tender is successful;
  - b to maintain confidentiality concerning this information;
  - c to use the information only in connection with this tender submission.
- 1.3.5 You are advised to seek independent professional advice on the effect of the Directive and/or Regulations on your company should you be in the position of being the successful Tenderer.

## 2 CONSIDERATIONS PRIOR TO SUBMISSION OF TENDER

- 2.1 Tenderers shall ensure that they are familiar with the extent and nature of their obligations as outlined in the Contract Documents and shall in any event be deemed to have done so before submitting a Tender.
- 2.2 Every person or company submitting a Form of Tender shall permit the Executive Director of Environment, Culture and Community Safety or his appointed agent, upon giving 48 hours notice of it's intention to do so, to inspect any premises proposed by the Tenderer to be used for, or in connection with, the provision of the Services.
- 2.3 The Tenderer may by written communication to the Council received at any time up to ten days before the date specified for the return of Tenders request any information or raise any query in connection with the Contract Documents. In the event that a Tenderer has difficulty in complying with any specific provisions thereof or wishes to propose any amendments thereto it should provide to the Council all information and evidence in writing concerning such difficulty or amendment as the Council may require. Any such written communication must be sent to Julius Joseph, Lambeth Parking Services, 7<sup>th</sup> floor, Blue Star House, 234-244 Stockwell Road, Brixton, London SW9 9SP and copied to [CYates@lambeth.gov.uk](mailto:CYates@lambeth.gov.uk).
- 2.4 The Council may at its discretion consider the difficulty or amendments and may waive or amend the relevant provision without prejudice to all or any other provision of the Contract Documents or any rights or powers of the Council under the Contract. No such explanation, information, waiver or amendment shall be binding upon the Council unless made in writing and signed by the Executive Director of Environment, Culture and Community Safety. Any such explanation, information, waiver or amendment so made shall be made available to all other Tenderers.
- 2.5 The rates quoted in the Schedules of Rates and / or the Bills of Quantity shall remain fixed for one year from the Service Commencement Day and will thereafter be reviewed annually on the anniversary of the Service Commencement Day, in accordance with Condition 21 of the Conditions of Contract only (Part C of this document).

- 2.6 The Tenderer shall be required to ensure that it has available to it all vehicles and equipment required to carry out the Services at all times when it is required to do so.
- 2.7 All information supplied by the Council in connection with this invitation to tender shall be treated as private and confidential by the Tenderer. The Tenderer must not disclose or release details of the Tender documents except where such information is disclosed for the purposes of obtaining the Bond Undertaking or quotations from proposed sub-contractors and other information required to be submitted with the Form of Tender. Any disclosure shall be strictly on an 'in confidence' basis to those who have a legitimate need to know or the Tenderer's professional advisers consulted for the purpose of preparing the Tender.

### 3 SIGNATURE OF FORM OF TENDER

- 3.1 The form of Tender must be signed:
- a where the Tenderer is an individual, by that individual;
  - b where the Tenderer is a partnership, by two duly authorised partners;
  - c where the Tenderer is a company, by two directors or by a director and the company secretary, such persons being duly authorised for that purpose.
- 3.2 The Tenderer shall produce forthwith upon request by the Council documentary evidence of any authorisation referred to in instruction 3.1 (b) and 3.1 (c) above.

### 4 SEALING OF BOND UNDERTAKING

- 4.1 The Bond Undertaking must be duly executed as a deed and witnessed and such execution must be in accordance with the Articles of Association or other constituting documents of the executing body.

### 5 REJECTION OF FORM OF TENDER

- 5.1 Any Form of Tender submitted by any Tenderer for a particular Lot in respect of which the Tenderer:
- 5.1.1 fails to tender to provide all of the Services within a Lot; or
  - 5.1.2 fixes or adjusts the prices, charges and rates shown in its Form of Tender:
    - a by or in connection with any agreement or arrangement with any other person; or
    - b by reference to any other Form of Tender; or
  - 5.1.3 communicates to any person other than the Council the amount or approximate amount of the prices, charges and rates shown in its Form of Tender; or
  - 5.1.4 enters into any agreement with any other person that such other person shall refrain from submitting a Form Tender or shall limit or restrict the prices,

charges and rates to be shown by any other Tenderer in its Form of Tender;  
or

- 5.1.5 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 Tenderer or any other person's proposed Form of Tender any act or omission; or
- 5.1.6 in connection with its Tender or the award of the Contract commits an offence under the Public Bodies Corrupt Practices Act 1887, Prevention of Corruption Acts 1889 to 1916 or gives any fee or reward the receipt of which is an offence under sub-section (2) of Section 117 of the Local Government Act 1972; or
- 5.1.7 has directly or indirectly canvassed any member or official of the Council concerning the acceptance of any Form of Tender or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Tender or Form of Tender submitted by any other Tenderer; or
- 5.1.8 fails to use the English language;

shall not be considered for acceptance for that Lot and shall accordingly be rejected by the Council provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Council in respect thereof or to any criminal liability which such conduct by a Tenderer may attract.

- 5.2 Any Breach of the terms stipulated in instructions 2.7 & 5.1 will entitle the Council to terminate at any time any Contract(s) entered into between the Tenderer and the Council.

## 6 NON-CONSIDERATION OF FORM OF TENDER

- 6.1 The Council may in its absolute discretion refrain from considering a tender if either:
  - 6.1.1 in any respect, it does not comply with the requirement of the Form of Tender and these Instructions for Tendering; or
  - 6.1.2 the Tenderer makes or attempts to make any variation or alteration to the terms of the Contract Documents except where the variation or alteration is expressly permitted therein or is made in accordance with instruction 2.4 of these Instructions for Tendering.

## 7 FORM OF TENDER AND ACCOMPANYING INFORMATION

- 7.1 A Tender shall be submitted on the Form of Tender incorporated herein. The Form of Tender shall be duly completed in black ink or type and shall be submitted in the manner and by the date and time stated in instruction 8 hereof together with the following documents:
  - 7.1.1 The Bills of Quantity and / or Schedules of Rates in the form set out in each Lot/Part and in the final summary of this document duly completed in all respects by the Tenderer (and in compliance with the stipulations therein

specified) to show its prices, charges and rates for the first Contract year which must in all cases be stated exclusive of Value Added Tax;

- 7.1.2 A Bond Undertaking duly completed and executed by a reputable bank, insurance company or other financial institution in the form set out in the Conditions of Contract;
- 7.1.3 Where the Tenderer is a subsidiary company a statement setting out the Tenderer's status as a subsidiary company or otherwise within the meaning of Section 736 of the Companies Act 1985 and the duly completed Parent Company Guarantee in the form set out in the Conditions of Contract;
- 7.1.4 Written confirmation that the information contained in the Business Questionnaire is and remains true and accurate in all respects or, where applicable, full written details of any change; .
- 7.1.5 Details of the Tenderer's proposed method of working including, inter alia:
- a a general description of the arrangements and methods which the Tenderer proposes to adopt in order to ensure continuous performance of the Service (including on Bank and other public holidays where appropriate) to the Contract Standard and in accordance with the Contract;
  - b a description of the management structure (together with an organisational chart indicating the same) and the supervisory methods which the Tenderer proposes to adopt in the provision of Service;
  - c the full address of each of the premises from which the Tenderer will administer the Contract;
  - d the number of operatives the Tenderer proposes to engage in the provision of the Service together with the duties they will perform;
  - e The Tenderer's proposed arrangements for ensuring that at all times back-up personnel will be available to cover for absence due to sickness, holidays, Bank and public holidays and variations in the amount or frequency of work required to be performed pursuant to the Contract Documents;
  - f the number, duties, responsibilities, relevant experience and qualifications of the Contract Manager, authorised deputies and supervisory staff;
  - g the methods of communication which the Tenderer proposes to use to ensure that it can maintain contact with its operatives;
  - h the Tenderer's proposed system for reporting defects including the recording and monitoring of complaints;
  - i details of any parts of the Services which the Tenderer proposes to subcontract together with all necessary supporting data on the proposed subcontractors;
  - j The Tenderer's policies, codes or procedures relating to the health, safety and welfare of operatives, the employees of the Council and any other persons (including members of the public) affected by the provision

of the services. Prior to the acceptance of the Tender the Authorised Officer will advise the Tenderer either that the submitted codes of practice for health and safety are acceptable or will advise on the alteration required. The Tenderer will be required to make such alterations as the Authorised Officer may reasonably advise and the approved codes of practice for health and safety will form part of the Contract;

- k Details of all premises, vehicles and equipment which the Tenderer proposes to use in the performance of the Service and an explanation of why they are suitable for the provision of the Service.

7.1.6 All submissions and proposals required by the tender document including inter alia but without limitation;

- a the Tenderer's proposals for implementation and operation of the Service (Specifications for Lots 1, 2, 3, 4 and 5);
- b details of any partners, firms or subcontractors and their areas of activity;
- c outline programme for the Pre-Service Commencement Period (Part D, General Specification, Section 4.1);
- d Details of the Tenderer's status in respect of Quality Assurance accreditation (Part C – Conditions of Contract, Clause 36).
- e Details of the Tenderer's Environmental Strategy (Part C – Conditions of Contract, Clause 41). This shall include the Tenderer's Company Workplace Travel Plan or plans therefore.

7.1.7 Any additional information that the Tenderer feels may support its Tender.

## 8 SUBMISSION OF TENDER

- 8.1 The Form of Tender and all other accompanying documentation, together with three complete additional copies thereof, must be submitted to the Council by registered post, recorded delivery or by hand to the following address:

### TENDER FOR THE PARKING SERVICES CONTRACTS

The Council of the  
London Borough of Lambeth,  
Lambeth Town Hall,  
Brixton Hill,  
London,  
SW2 1RW

fao Lynn Burgess

- 8.2 The Tender is to be submitted by no later than 12.00 noon on 15 October 2007 or such later date as the Council notifies in writing to Tenderers. Any Tender or any accompanying documentation submitted after such time and date may not be considered for acceptance by the Council. The Form of Tender and all other accompanying documentation must, when delivered, be enclosed in plain packaging using the address/identification label supplied and shall not bear any name or mark on the outside by which the Tenderer can be identified.

- 8.3 All Tenderers shall keep their respective Forms of Tender valid and open for acceptance by the Council until 31 July 2008. Tenderers shall indicate if they are willing for their bid to be retained on file (subject to indexation as per the Conditions of Contract) to replace any part or all of the successful tenderer's operation should it prove inadequate and be terminated. Variable payments shall be as per the tender. Fixed rates shall be as per the tender unless only part of the Services is being considered in which case the retained contractor and the Council shall negotiate under the open book principles of the tendering process which elements of the fixed costs are required for the partial service.

## 9 ACCEPTANCE OF FORM OF TENDER AND CRITERIA FOR EVALUATION

- 9.1 The Council shall not be bound to accept the lowest or any Form of Tender and reserves to itself the right at its absolute discretion to accept or not accept any Form of Tender submitted. In evaluating Tenders for the provision of the Services the Council shall have regard without limitation to the following:

9.1.1 the prices tendered by the Tenderer;

9.1.2 the ability of the Tenderer to perform the Services in accordance with the Contract Documents and to the Contract Standard with particular reference to: -

- a the Tenderer's submissions showing the manner in which it proposes to provide the Service including any of the methods, systems, codes, policies, programmes or other information, details of which the Tenderer is required to submit with its Form of Tender;
- b the level and quality of staffing, including the management role and input
- c the facilities and other resources available to or being provided by the Tenderer to perform a contract of this type in the area of the size and geographical nature of the Borough;
- d the experience and competence of the Tenderer to provide the Services;
- e the extent to which and to whom the Tenderer intends to sub-contract any part of the Services;
- f and any other matters which the Council may lawfully consider and may affect the Tenderers ability to provide the Service to the Contract Standard.

9.1.3 the financial standing of the Tenderer,

9.1.4 any added value that the Tenderer can provide

9.1.5 compliance with and manner of dealing with legislation such as Health and safety, Equal Opportunities and TUPE considerations

9.1.6 subject to any statutory restrictions such other matters as the Council may in its reasonable opinion consider appropriate;

- 9.2 The Council reserves the right to enter into negotiations with all Tenderers concerning any aspects arising from this invitation to tender after the submission

of the Tenders. Such negotiations may include, (but shall not be limited to), the level and application of the rates and prices contained within any Tender.

- 9.3 Tenderers should include within their rates appropriate costs relating to Vehicles, Equipment, Materials and to all works being undertaken safely, and the compliance with all statutory provisions and other rules or regulations relating to the Works including but not limited to the Health and Safety at Work Act 1974, Control of Substances Hazardous to Health Regulations (1988) etc.
- 9.4 Tenderers should be aware of the European Acquired Rights Directive and/or Transfer of Undertaking (Protection of Employment) Regulations 2006 inter alia and apply the advice given in Instruction 1.3.
- 9.5 The Council will select one Contractor for each Lot. Contractors are permitted to apply for and be awarded any one, two, three, four or all five of the Lots. However, in the circumstances set out in the Specification the Council may allocate some work to any of the Main or Reserve Contractors. Reserve Contractors will provide continuity of the provision of Services in the event of the Main Contractor or the Council being unable to provide the Services or where the Main Contractor is in default.

#### 10 PROVISION OF SAMPLES

- 10.1 The Tenderer shall, at a date to be agreed with the Council (not being a date later than 21 days after the Contract Date), supply to the Council such samples as the Authorised Officer may reasonably request of all equipment, materials, plant, vehicles and workwear which the Tenderer would propose to use in the provision of the Services.

#### 11 COMMENCEMENT OF CONTRACT

- 11.1 The Contract will commence on the Contract Date, being the date on which the Council notifies the successful Tenderer in writing of the acceptance by the Council of the Tenderer's Form of Tender and until the successful Tenderer executes the Articles of Agreement the terms of the Contract shall be binding from the Contract Date.

#### 12 COMMENCEMENT OF SERVICES

- 12.1 The Contractor shall be required to commence the provision of the Services with effect from the Service Commencement Day, which is planned to be 1 August 2008 for all Lots or such later dates as the Council may notify in writing to the Contractor.
- 12.2 The contracts shall be for a period of 5 years in the case of Lots 1 and 2 and for a period of 3 years in the case of Lots 3, 4 and 5. The individual contracts may be extended, at the Council's discretion, by any period or periods totalling no more than 5 years in the case of Lots 1 and 2 and 2 years in the case of Lots 3, 4 and 5.

#### 13 TENDERER'S WARRANTIES

- 13.1 In submitting its Form of Tender the Tenderer warrants, represents and undertakes to the Council that:

- 13.1.1 it has complied in all respects with these Instructions for Tendering;
- 13.1.2 all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Tenderer, its employees or agents in connection with or arising out of the Tender (including the pre-qualification procedures) are true, complete and accurate in all respects;
- 13.1.3 it has made its own investigations and research and has satisfied itself in respect of all matters (whether actual or contingent) relating to the Tender and that it has not submitted the Form of Tender and will not have entered into the Contract in reliance upon any information, representation or assumption (whether made orally, in writing or otherwise) which may have been made by or on behalf of the Council;
- 13.1.4 it has satisfied itself as to the correctness and sufficiency of the information it has inserted in the Schedule of Rates and / or the Bills of Quantity;
- 13.1.5 it has full power and authority to enter into the Contract and provide the Services;
- 13.1.6 it is of sound financial standing and has and will have sufficient premises, working capital, skilled staff, vehicles, tools, materials, other equipment and other resources available to it to provide the Services in accordance with the Contract;
- 13.1.7 it has obtained all necessary consents, licences and permissions to enable it to provide the Services and will from time to time throughout the Contract Period obtain and maintain all further and other necessary consents, licences and permissions to enable it to continue to do so; and
- 13.1.8 it will not at any time during the Contract Period or at any time thereafter claim or seek to enforce any lien, charge, or other encumbrances over property of whatever nature owned by the Council and which is for the time being in the possession of the Tenderer, for the purposes of this Contract.

14 GENERAL

- 14.1 The Contract Documents will remain the property of the Council and shall be returned with the Tender, or if no Tender is submitted, upon demand.
- 14.2 The Council will publish the amounts of all the Tenders received and the name of the successful Tenderer