

**CHARD TOWN COUNCIL**

*Upper Henson Play Area Upgrade Project*

**INVITATION TO TENDER**

**(ITT)**

Paul Russell

Chard Town Council

Guildhall

Fore Street

Chard

Somerset

TA20 1PP

01460 239567

[townclerk@chard.gov.uk](mailto:townclerk@chard.gov.uk)

*1 February 2022*

**CHARD TOWN COUNCIL (CTC)**

**INSTRUCTIONS FOR SUBMITTING TENDERs**

1. Service Providers will be held to have fully informed and satisfied themselves by their own independent observations and enquiries, including where appropriate site visits, as to the nature, extent and practicability of the contract requirements and its location, the means of access to deliver the event and all other points which can in any way affect the prices inserted in the Invitation to Tender.

2. All contract documents, whether a tender is submitted or not, remain the property of CTC and shall be treated as private and confidential.

3. Tenders shall remain open for acceptance for a period of **120 days** after the latest date for submission.

4. CTC will not be responsible for or pay any expenses or losses, which the Service Provider may incur in the preparation of their tender.

5. Tenders are to be returned to: Paul Russell, Chard Town Council, Guildhall, Fore Street, Chard, TA20 1PP

**TENDERS ARE TO BE RECEIVED BY NO LATER THAN NOON ONFRIDAY 8 APRIL 2022**

**PART A**

**SPECIFICATION**

**Project Brief**

This ITT sets out CTC’s requirements for a suitable play provider and installer to deliver an upgraded play area facility for the local community at Upper Henson Park, Chard. The successful Service Provider will be required to design a play area in line with the specification below, supply the equipment, appoint and manage a suitably qualified installer and project manage, co-ordinate and oversee the installation of the new facility. The tender should also outline a proactive repair and maintenance schedule for the first ten years.

The designs will inform CTC and the local community on developing the play area and as a consequence, will be subject to a high level of public consultation.

The process to appoint a preferred Service Provider will be as follows:

* Initial concept designs outlining a new play area for Upper Henson Play Area with an overall cost of £50,000 (including contingency professional fees and travel expenses) funded through Section 106 funding as well as funding from CTC, and other potential grant funders, will be assessed and evaluated by CTC officers as the Council will be in purdah from 21 March 2022 until 5 May 2022 when elections take place. Recommendations to shortlist 3 initial Service Providers will then be placed before the Council’s new Amenities Committee, when elected, and a decision made and communicated by Wednesday 25 May 2022.
* A public consultation, at which the community will be asked to comment and choose their preferred equipment/layouts, etc. has provisionally been scheduled to take place on Thursday 16 June 2022. The concept designs for the play area should be provided in both hard copy and electronic format, to enable CTC to upload the images on its website in advance of the consultation day.
* Further consideration of each of the tenders will be undertaken by assessing feedback from the public consultation and the contract for the preferred Service Provider will be awarded by Tuesday 12 July 2022.
* The preferred Service Provider will then be charged with:
  1. Developing a play scheme design informed by the public consultation, which should include the production of an Access Plan for the site. All designs must be DDA compatible. Further work with the community is likely to be necessary onsite to finalise the ultimate design; and,
  2. Delivering the new play area at the Upper Henson Play Area site within the agreed budget.

This ITT establishes some broad parameters that CTC will take into account when selecting the successful Service Provider and offers guidance on the desired outcome of the project.

The purpose of this Brief is to obtain competitive tenders and to form the basis of the Service Provider appointment. However, CTC reserves the right to add to, omit from, or amend the Brief in any way prior to execution of the contract. Changes that materially affect the provision of services described herein which shall cause a change in the price of providing such altered services must be agreed between CTC and the appointed Service Provider.

CTC wishes to see an innovative, challenging and exciting design that:

* Encourages and enables sensory as well as physical active play experiences;
* Is attractive to children from toddler age through to early teenage, with emphasis on 8–13-year-olds, especially girls;
* Is fully inclusive to disabled children and minority groups, and can be reached safely; and,
* Enables children generally to come and go independently as they please as it is openly accessible.

It is highly recommended that the Service Provider takes into account Play England’s Design for Play and other relevant publications in the development of these facilities.

**Design Requirements**

The play area is to be designed to enhance the existing facility and to create a space that links imaginatively between each element, maximising play value for users.

The following key expectations need to be addressed within the design:

* The site is ‘bespoke’ and complements the rest of the provision within the Town as a whole
* Considers the use of natural materials and elements of natural play
* Provides a wide range of play experiences & opportunities
* Accessible to both disabled and non-disabled children
* Better accessibility to others with mobility impairments
* Meets community needs, both now and in the future
* Allows children of different ages to play together
* Builds in opportunities to experience risk & challenge
* Is attractive, sustainable and appropriately maintained
* Allows for change and evolution
* Creates exciting links between existing features and new installations
* Utilises innovative safer surfacing options
* Provides connection with the nearby pre-school via a connecting gate and path to enable those users to access the facility
* Use of available features to enhance play provision, a sense of place and access

Play features should offer challenges to all children, regardless of their capabilities, initiative and skills. Where possible, play activities for children with disabilities should be integrated with those for able-bodied children.

The play area should be designed to minimise the degree of assistance a disabled child may require, with special adaptations only where necessary and without fostering an atmosphere of separateness.

Landscape features (mounds and planting) should be considered not only to enhance the area of play value but also to enhance the play experience. Therefore, such considerations should not be just for aesthetic but include structure to create a sense of place.

The site layout and safe surfaces should be designed with regard to anticipated high levels of site use and abuse and with respect to the maintenance and revenue implications, to sustain and prolong the life of the play area.

Consideration must be given to what type of boundary would add play value to and compliment the look of the setting. Consideration should be given to softening up the existing fencing, if applicable, or the introduction of a boundary that allows the play area to link into the wider park, whilst still providing a suitable boundary.

Interesting entrances in and out of the play area must also be considered and included in the design. Appropriate signage shall be provided to include the name of the site and a contact telephone number (design to be agreed with CTC).

All aspects of the design, installation, materials, equipment position, safer surfacing, minimum use areas and installation methods must comply with the recommendations of BS EN 1176 and BS EN 1177. Play area features should be easily maintained and spare parts should be readily accessible.

Wherever possible, all materials and work shall be carried out in an environmentally sensitive and sustainable manner with recycling of waste materials, wherever possible.

The Service Provider should also undertake an assessment of any potential land contamination issues that may be on site and provide a full report on how this will be dealt with to ensure the future safety of users.

**Consultation**

CTC will host the consultation at the Guildhall in Chard. This will take place on Thursday 16 June 2022 from 3p.m. until 8 p.m. Using the approved provisional designs, the Service Providers shall carry out appropriate consultation, in partnership with CTC, local residents, youth and community groups, Councillors, schools and other interested groups/organisations with regard to their proposed designs for the play area.

The quotation submission must include a full outline of how the consultation will be delivered, the various methods to be utilised, methods of engagement, the consultation team, the cost of the consultation and how the provider will utilise electronic communications to achieve the highest possible response.

The consultation must also ensure that CTC and its corporate logo is included in all printed and electronic material.

**Installation**

The installation of all the equipment, seating, litter and dog bins and safer surfaces will be carried out by the preferred Service Provider.

The preferred Service Provider shall provide a detailed “Schedule of Costs” for the proposed equipment and safer surfacing based on the final proposed design before being agreed with the Client. The agreed design and “Schedule of Costs” will be signed off by the Client and the Service Provider prior to any orders being placed.

The preferred Service Provider will be responsible for ordering the correct equipment and materials based on the agreed design and “Schedule of Costs”. Any variation from the agreed design must be agreed in advance with CTC. Installation costs per item must also be provided.

Upon completion, a RoSPA post-installation inspection should be completed (cost of which must be included in the tender) and subject to satisfactory completion the site will be signed-off and, CTC shall arrange for the inventory for the new site to be updated and for existing inspection and maintenance regimes to re-start.

CTC shall arrange for an official opening of the site to which the public and official guests will be invited.

**The Budget**

The budget available for this project excluding VAT is anticipated to be a maximum of £50,000. This is a capped budget, including inflation. This budget will be expected to cover:

* All design costs and associated fees
* Participation in community consultation
* Purchase of all equipment including
  + Play equipment/features
  + Safer surfacing
  + Fencing/borders
  + Landscaping
* Delivery costs
* Installation costs

A fully itemised schedule of project costs is required showing clearly the individual elements of each item of play feature, safer surfacing and fencing.

The Service Provider is required to keep the quoted sum valid for a period of 120 days following the closing date for the submission of the tender.

**Key Responsibilities of Preferred Service Provider:**

* Oversee the project, including planning, design, installation, monitoring, control and delivery;
* Compile a detailed plan identifying the timeline from consultation to completion of installation and sign off;
* Prepare documentation including risk assessments, method statements, health and safety and evidence of relevant insurances;
* Co-ordinate meetings throughout the development of the project;
* Undertake site visits to check on works and discuss the progress;
* Carry out communication with CTC and any other stakeholder necessary to the delivery of the project;
* Compile a health and safety file for the project and once the project is complete hand this over to the CTC for its records;

**Timeline for Tender Process**

|  |  |
| --- | --- |
| Issue ITT | Tuesday 1 February 2022 |
| Date/time ITT questions should be received email by Town Clerk, Chard Town Council. (townnclerk@chard.gov.uk) | 5pm Friday 1 April 2022 |
| ITT closing date | 5pm Friday 8 April 2022 |
| ITT validity period | 120 days from closing date |
| Selection of 3 preferred tenderers | Wednesday 25 May 2022 |
| Initial public consultation | Thursday16 June 2022 |
| Estimated Award of Contract | Tuesday 12 July 2022 |
| Final design deadline | Monday 12 September 2022 |
| Commencement of work | No later than week commencing 14 November 2022 |
| Completion of work | Friday 30 December 2022 |
| Sign Off | Friday13 January2023 |
| Payment Terms | Payment to the contractor will be within 28 days of receipt of invoice subject to agreement of the account by the Council’s Officer. If staged payments are required this needs to be agreed following award of the contract. |

**Part B**

**STANDARD TENDER SUBMISSION DOCUMENTS**

**Design, supply and installation of an upgraded play area at Upper Henson Play Area, Henson Park, Chard, Somerset**

**Issue Date: 1 February 2022**

**Deadline for receipt of tenders: 5 pm on 8 April 2022**

**(TO BE RETURNED)**

Insert name of Tenderer:

**Overview of the Quotation Evaluation Process**

The ITT sets out the procedural requirements with which the Bidders must comply when submitting a Tender Submission.

The process has been structured in the way that it has in order to:

* Assist CTC in identifying the Bidder which will be most advantageous having regard to CTC’s stated requirements and objectives;
* Make clear the requirements with which Bidders must comply and the basis on which the Bidders will be evaluated; and
* Maintain competition throughout.

If a Bidder does not comply with any of the requirements contained in this ITT and this section Standard Tender Submission Documents, CTC may (in its sole discretion) disqualify the Bidder.

It is the responsibility of each Bidder to ensure that they have all the information they need to prepare their quotation.

**Evaluation Model**

The evaluation model below shall be used for this ITT, which will be determined to two decimal places.

|  |  |
| --- | --- |
| **Pass/Fail Criteria**  Failure of any one of the pass/fail questions listed below will mean automatic disqualification from this quotation process. | |
| Compliance to Scope of Works | Pass / fail |
| ITT response received on time  ITT response in the correct format  Section 2 Acceptable financial profile  Section 5.1 Insurance levels acceptable  Section 5.3 Acceptable Health and Safety  compliance  Section 4.1 Examples of contracts undertaken in past 3 years  Part 4: Pricing Schedule  Part 5: Anti-Collusion  Part 6: Confidentiality Undertaking  Part 7: Freedom of Information Act | Pass / fail  Pass / fail  Pass / fail  Pass / fail  Pass / fail  Pass / fail  Pass / fail  Pass / fail  Pass / fail  Pass / fail |

|  |  |
| --- | --- |
| **Scoring Criteria (out of 100% rounded to two decimal places)** | |
| Design, variety of equipment and play value | 50% |
| Value for money | 25% |
| Delivery of play area/project management | 10% |
| Health & Safety on site | 5% |
| Communication, including consultation process | 5% |
| After-sales service | 5% |
| Total | 100% |

|  |
| --- |
| **Evaluation Criteria** |
| **Non-Price elements** will be judged on a score from 0 to 10, which shall be subjected to a multiplier so criteria worth 20% will have a 0-10 score and a multiplier of 2. The 0-10 score shall be based on: |
| 0-1 The Question is not answered or the response is completely unacceptable. It does not meet the minimum requirement or they have completely missed the point of the question  2-3 Very poor response and not acceptable – fails to meet the minimum requirement/standard. Requires major revision to the proposal to make it acceptable. Only partially answers the requirement, with major deficiencies and little relevant detail proposed.  4-5 Poor response only partially satisfying requirement/standard with deficiencies apparent. Some useful evidence provided but response falls well short of minimum requirements. Low probability of success, sufficient obstacles but correctable.  6-7 Response is acceptable and meets minimum requirement but remains basic and could have been expanded upon. Response is sufficient but does not inspire. Good probability of success, weaknesses can be readily corrected.  8-9 Response meets our expected requirement/standard and exceeds minimum expectations including as level of detail, which adds value to the bid. Great probability of success, no significant weaknesses noted.  10 – Excellent response – comprehensive and useful, which exceeds the specified performance or capability in a beneficial way. High probability of success, no weaknesses noted. The response is innovative and includes a full description of techniques and measurements to be employed. |

**Standard Selection Questionnaire**

When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay, we reserve the right to amend the contract award decision and award to the next compliant bidder.

**Consequences of misrepresentation**

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce the Council to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

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# Part 1: Potential supplier information

Please answer the following questions in full.

|  |  |  |
| --- | --- | --- |
| **Section 1** | **Applicant Information** | |
| Question number | Question | Response |
| 1.1(a) | Full name of potential supplier submitting the information |  |
| 1.1(b) | Registered office address (if applicable) |  |
| 1.1(c) | Registered website address (if applicable) |  |
| 1.1(d) | Trading status   1. Public Limited Company 2. Limited Company 3. Limited Liability Partnership 4. Other Partnership 5. Sole Trader 6. Third Sector   Please specify your trading status |  |
| 1.1(e) | Date of Registration |  |
| 1.1(f) | Company registration number (if applicable) |  |
| 1.1(g) | Charity registration number (if applicable) |  |
| 1.1(h) | Head Office DUNS number |  |
| 1.1(i) | Registered VAT number |  |
| 1.1(j) | If applicable, is your organisation registered with the appropriate professional or trade organisation. If yes, please provide relevant details, including any registration number. |  |
| 1.1(k) | Trading name that will be used if the tender is successful. |  |
| 1.1(l) | Details of Persons of Significant Control (PSC), where appropriate:   * Name * Date of Birth * Nationality * Which conditions are met for being a PSC in relation to the company;   + Over 25% up to (and including) 50%,   + More than 50% and less than 75%   + 75% or more.   (Please enter N/A if not applicable) |  |
| 1.1(m) | Details of immediate parent company   * Full name of intermediate parent company * Registered office address (if applicable) * Registration number (if applicable) * Head office DUNS number (if applicable) * Head office VAT number (if applicable) |  |
| 1.1(n) | Details of immediate parent company  - Full name of intermediate parent company  - Registered office address (if applicable)  - Registration number (if applicable)  - Head office DUNS number (if applicable)  - Head office VAT number (if applicable) |  |

Please provide the following information about your approach to this procurement

|  |  |  |
| --- | --- | --- |
| **Section 1** | **Bidding model** | |
| Question number | Question | Response |
| 1.2(a) | Are you bidding as the lead contact for a group of economic operators |  |
| 1.2(b) | Name of group of economic operators (if applicable) |  |
| 1.2(c) | Proposed legal structure if the group of economic operators intends to form a named single entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure. |  |
| 1.2(d) | Are you proposing to use sub-contractors |  |
|  | If you answered yes to 1.2(d), please provide additional details for each sub-contractor   |  |  |  | | --- | --- | --- | | Name |  |  | | Registered address |  |  | | Trading status |  |  | | Company Registration number |  |  | | Head Office DUNS number (if applicable) |  |  | | Registered VAT number |  |  | | Type of Organisation |  |  | | The role each sub-contractor will take in providing the works and/or supplies e.g. key deliverables |  |  | | The approximate % of contractual obligations assigned to each sub-contractor |  |  | | |

**Contact details and declaration**

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement.

I understand that the Town Council may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

|  |  |  |
| --- | --- | --- |
| **Section 1** | **Contact details and declaration** | |
| Question number | Question | Response |
| 1.3(a) | Contact name |  |
| 1.3(b) | Name of organisation |  |
| 1.3(c) | Role in organisation |  |
| 1.3(d) | Phone number |  |
| 1.3(e) | E-mail address |  |
| 1.3(f) | Postal address |  |
| 1.3(g) | Signature (electronic is acceptable) |  |
| 1.3(h) | Date |  |

# Part 2: Selection Questions

**Accounts and Financial Statements**

In respect of the organisation for which prequalification is sought (the supplier organisation), please provide the financial information described in ….

|  |  |  |
| --- | --- | --- |
| **Section 2** | **Economic and Financial Standing** | |
| Question number | Question | Response |
| 2.1 | Are you able to provide a copy of your audited accounts for the last 2 years, if requested? If no, can you provide one of the following? |  |
| (a) A statement of turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cashflow for the most recent year of trading for this organisation |  |
| (b) A statement of the cashflow forecast for the current year and a bank letter outlining the current cash and credit position. |  |
| (c) Alternative means of demonstrating financial status if any of the above is not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status). |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Section 3** | **If you are part of a wider group, please provide further details below** | | |
| Name of organisation | |  | |
| Relationship to the supplier completing these questions | |  | |
|  | Are you able to provide parent company accounts if requested at a later stage? | | Y / N |
|  | If yes, would the parent company be willing to provide a guarantee if necessary? | | Y / N |
|  | If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)? | | Y / N |

|  |  |
| --- | --- |
| **Section 4** | **Technical and Professional Ability** |
| 4.1 | **Relevant experience and contract examples**  Please provide details of up to 3 contracts, in any combination from either the public or private sector, voluntary, charity or social enterprise that are relevant. Contracts for supplies or services should have been performed during the past 3 years.  The named contract provided should be able to provide written evidence to confirm the accuracy of the information provided below.  Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible, then 3 separate examples should be provided between the principal members of the proposed consortium.  If you cannot provide examples see question 6.3 |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | | Contract 1 | Contract 2 | Contract 3 |
| 1. Name of Organisation | |  |  |  |
| 1. Name of point of contact in customer organisation | |  |  |  |
| 1. Position of above in customer organisation | |  |  |  |
| 1. E mail address | |  |  |  |
| 1. Start date | |  |  |  |
| 1. Completion date | |  |  |  |
| 1. Contract value | |  |  |  |
| 4.2 | Where you intend to sub-contract a proportion of the contract, please demonstrate below how you previously maintained a healthy supply chain with your sub-contractor(s). | | | |
|  | Supply Chain Management: | | | |

**Additional Questions**

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at the contract award stage.

|  |  |  |
| --- | --- | --- |
| **Section 5** | **Additional Questions** | |
| **5.1** | **Insurance** | |
|  | Please confirm whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cove indicated below:   |  |  | | --- | --- | | * **Employers Liability Insurance £5m** | **Y / N** | | * **Public Liability Insurance £5m** | **Y / N** | | * **Professional Indemnity £2m** | **Y / N** | | |
| **5.2** | **Accreditation** | |
|  | Please confirm that you already have, or can commit to becoming, prior to commencement of the project, accredited membership of the Association of Play Industries |  |
|  | Please confirm that you already have, or can commit to providing an independent inspector competent in carrying out a post installation inspection, site risk assessment and who is registered with the Register of Play Inspectors International. |  |
| **5.3** | **Health & Safety** | |
|  | Please certify that your organisation has a Health & Safety Policy that complies with current legislative requirements.  Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health & Safety Executive in the last 3 years? |  |
| **5.4** | **Parent Company Guarantee and Undertaking** |  |
|  | If applicable, Bidders are required to indicate for the purpose of their Tender, their willingness to provide a Parent Company Guarantee in the form set out in Part 8. |  |
| **5.5** | **Project specific requirements: Experience of delivering similar requirements** | |
|  | With reference to the contracts detailed in section 4 (Technical and Professional Ability), please describe how these contracts demonstrate your prior experience of delivering similar requirements to those of CTC.  If you are not able to provide a response, please clarify and describe below how you believe your organisation can meet the requirements of the specification.  (Word limit 500) | |
|  | | |

# Part 3: Method Statements

Bidders are required to submit **a complete set of the Method Statements**.

Bidders are reminded that the Successful Bidder’s Method Statements will be incorporated into the Contract and will become contractually binding on both parties. The Method Statements should therefore be written in a manner that allows them to be incorporated into the Contract and should not contain information which is not intended to be or is not contractual.

Bidders should note that:

* Each Method Statement should be clearly labelled indicating the title and number of each Method Statement at the top of each page;
* The Method Statements should not include non-contractual text;
* **Responses should be accurate and as succinct as possible, whilst covering all the specified topics.**
* **Where questions contain a word limit it must be adhered to.**
* You may include appendices to your Method Statements provided that you follow the following guidelines:
  + Appendices must be kept to a minimum and must be relevant and proportionate to the Method Statement in question.
  + Appendices must be limited to diagrams, flow charts, illustrations and relevant policy documents only.

**Therefore Bidders should ensure that all relevant information is included in the Method Statement itself.**

* If you wish to cross reference from one Method Statement to the other you may do so provided that you follow the following guidelines:
  + Keep cross referencing to a minimum and only include if the material would be duplicated otherwise. If you have sufficient word count please repeat the information.
  + If cross referencing, you must include an explicit cross reference by way of: paragraph number, page number AND method statement number and title.

**Evaluators will only evaluate the sections being cross referenced. Please note that if the cross reference is not explicit and the evaluators are unable to identify the section being cross referred to then they will not evaluate it.**

**Please Note**: Method Statement will be assessed using the award scoring table detailed in **Appendix 3 - Selection and award criteria – Paragraph 14.**

**The Method Statements required are as follows:**

| **Criteria** | Sub-Criteria | Question | Weighting |
| --- | --- | --- | --- |
| 1. **Design, variety of equipment and play value of your proposal** | | | **50%** |
|  | Please explain how your proposed equipment meets the CTC specification of requirements.  Your response should include but not be limited to the following (Product specifications will not be included in the word count):   1. Range of equipment to be provided and reasons for inclusion (there is not a minimum number of play items required). 2. What is your guarantee for metal products? 3. What is your guarantee for wood products? 4. What is your guarantee for plastic products? 5. What is your guarantee for rope products? 6. What is your guarantee for your paint and other coatings? 7. What is your guarantee for your grass mat safety surfacing? 8. What length of time do you guarantee parts? 9. Do your wood products come with metal feet? 10. Are your swings fitted with anti-wrap chains? 11. Are your basket swings fitted with safety chains? 12. Are your products accessible to all abilities where possible? 13. Please highlight the ‘All Ability’ accessible features of your products. 14. What features and benefits do your products have to resist vandalism?   (Maximum 1500 Words) | |  |
| **Response:** | | | |
|  |  |  |  |
| **Criteria** | Sub-Criteria | Question | Weighting |
| 1. **Value for Money** | | | **25%** |
|  | Please explain how your proposal delivers CTC with value for money.  (Maximum 1000 Words) | |  |
| **Response:** | | | |

| **Criteria** | Sub-Criteria | Question | Weighting |
| --- | --- | --- | --- |
| 1. **Delivery of play area/ Project Management** | | | **10%** |
|  | Please explain how you will deliver the equipment and the installation programme to the required timescales.  Provide details of your team and key personnel. Include CVs as necessary (e.g. Project Manager)  A project plan must be provided, detailing activities and resourcing.  (Maximum 1000 Words) Excluding Project Plan | |  |
| **Response:** | | | |

| **Criteria** | Sub-Criteria | Question | Weighting |
| --- | --- | --- | --- |
| 1. **Health & Safety on site** | | | **5%** |
|  | Please explain how you will ensure site safety at all times.  (Maximum 1000 Words) | |  |
| **Response:** | | | |

| **Criteria** | Sub-Criteria | Question | Weighting |
| --- | --- | --- | --- |
| 1. **Communication** | | | **5%** |
|  | Please explain how you will ensure clear communication with stakeholders through the programme of work.  This should include an outline of how the consultation will be delivered, the various methods to be utilised, methods of engagement, the consultation team, the cost of the consultation and how the provider will utilise electronic communications to achieve the highest possible response.  (Maximum 500 Words) | |  |
| **Response:** | | | |
|  | | | |
| **Criteria** | Sub-Criteria | Question | Weighting |
| 1. **After-sales service** | | | **5%** |
|  |  | |  |
|  | Please explain your approach to after-sales service and how it will be delivered to CTC.  (Maximum 500 Words) | |  |
| **Response:** | | | |

# Part 4: Pricing Schedule

Bidders are obliged to submit their pricing here including the total price (budget available) and an itemised breakdown for the goods/services/works as detailed below. While the Price is not weighted, the Pricing Schedule will be used to support the Council’s understanding of the Quality and Technical Merit of the Tenderer’s submission.

Your Bid may be rejected if:

* you fail to fully complete the Pricing Schedule; and/or
* you submit an alternative Pricing Schedule.
* If you intend to offer an element of the goods, services or works free of charge then you must enter the number ‘0’ in the relevant cell of the pricing table.
* Bids above £50k will be excluded.

|  |  |
| --- | --- |
| **Description** | **Price (excl VAT)** |
| Design costs and associated fees and participation in community consultation  Supply of play equipment  Supply of safety surfacing  Supply of fencing and gates  Supply of Picnic tables, bench and litter bin  Landscaping  Installation/labour costs  Surface water drainage requirements  Post installation inspection report (including any design risk assessment)  Site risk assessment  Welfare facilities  Discount | £ |
| Total Contract cost  (exclusive of VAT) |  |
| For information purposes only, please provide costs for an annual inspections and maintenance regime. |  |

A fully itemised schedule of project costs is required showing clearly the individual elements of each item of play feature, safer surfacing and fencing.

Once the Contract has been entered into, prices are to be held firm for a minimum of 6 months unless otherwise stated.

The prices quoted in the Supplier’s Bid shall remain fixed throughout the term of the Contract except as may be varied in accordance with the terms of the Contract.

I offer to supply the goods and/or services listed in the pricing schedule in compliance with the specification and all other documents forming the contract and at the fixed price above.

\*Signed: Date:

Name: (in block capitals):

In the capacity of:

(State official position, i.e. Director, Manager, Secretary etc.)

on behalf of:

# Part 5: Anti-Collusion Certificate

**To: CHARD TOWN COUNCIL**

**Anti-Collusion Certificate**

The essence of the public procurement process is that the Council shall receive bona fide competitive Tenders from all Bidders. In recognition of this principle, we hereby certify that these are bona fide Tender, intended to be competitive, and that we have not fixed or adjusted the amount of the Tender or the rates or prices quoted by or under or in accordance with any agreement or arrangement with any other Bidder. We have not (as defined in the Invitation to Tender):

1. Entered into any agreement with any other person with the aim of preventing Tender being made or as to the fixing or adjusting of the amount of any Tender or the conditions on which any Tender are made; or

2. Informed any other person, other than the person calling for these Tender, of the amount or the approximate amount of the Tender, except where the disclosure, in confidence, of the amount of the Tender was necessary to obtain quotations necessary for the preparation of the Tender for insurance, for contract guarantee bonds or for professional advice required for the preparation of the Tender; or

3. Caused or induced any person to enter into such an agreement as is mentioned in paragraph 1 and 2 above or to inform us of the amount or the approximate amount of any rival Tender for the Contract; or

4. Committed any offence under the Bribery Act 2010 nor under Section 117 of the Local Government Act 1972; or

5. Offered or agreed to 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; or

6. Canvassed any other persons referred to in paragraph 1 above in connection with the Contract; or

7. Contacted any officer of The Council about any aspect of the Contract other than permitted as part of the procurement exercise for the purposes of, including (but without limitation), discussing the possible transfer to the employment of the Bidder of such officer or for soliciting information in connection with the Contract.

We also undertake that we shall not procure the doing of any of the acts mentioned in paragraphs 1 to 7 above before the hour and date specified for the return of the Tender nor (in the event of our Final Tender being accepted) shall we do so while the resulting Contract continues in force between us (or our successors in title) and the Council.

In this certificate the word "person" includes any person, body or association, corporate or incorporate and "agreement" includes any arrangement whether formal or informal and whether legally binding or not.

|  |  |
| --- | --- |
| Signed: | Signed: |
| For and on behalf of: | For and on behalf of: |
| Dated: | Dated: |

# Part 6: Confidentiality Undertaking

To: **Chard Town Council** (“the Council”)

From: (“Bidder”)

**(“**the Project”) Upper Henson Play Area Upgrade, Chard, Somerset TA20 1FB

WHEREAS:

A. The Council is conducting a major tendering process for the procurement of the Project.

B. The Council intend to circulate certain documents and information relating to the Project (“the Tender Documents”) to the Bidder.

C. The Tender Documents contain certain confidential information to which the Bidder may have access, (“the Confidential Information”), which is more particularly described in the Schedule hereto and includes all other documents made available now and in the future to the Bidder and identified as confidential.

D. The Council gives to the Bidder the Confidential Information in order for the Bidder to submit a Tender subject to this undertaking.

1. We, the Bidder, undertake to the Council in consideration of the sum of one pound sterling (£1) (the receipt of which is hereby acknowledged) that:

a) We will hold the Confidential Information in the strictest confidence;

b) We will use the Confidential Information only for the purpose of preparing Tender and Final Tender (if applicable);

c) We will not disclose the Confidential Information to any third party (including without limitation to any agent, professional adviser or associated company) or to any employee other than third parties or employees who need to have access to prepare the Tender and Final Tender (if applicable);

d) In relation to those third parties or employees who are given access to this Confidential Information, We will ensure that they keep the Confidential Information confidential and are bound by personal undertaking to the Council in the same terms;

e) We will not copy or reproduce the Confidential Information in any way; and

f) We will not directly or indirectly use the Confidential Information for any reason or divulge it without the Council’s prior written consent to any person, firm, company or other organisation save where We can show that the Confidential Information, (or the relevant part thereof), has already come into the public domain or we are required to disclose the Confidential Information, (or relevant part thereof), by law.

2. We agree that any breach of this undertaking by us or any third party or employee to whom We release Confidential Information may result in legal proceedings being commenced against me, including a claim for the recovery of any losses or damages incurred by the Council as a result of that breach. We shall in this respect be liable for and shall fully indemnify and keep indemnified the Council against all liabilities, damages, costs, losses, claims, demands and proceedings arising from or in connection with any breach of this undertaking, however arising, by us or any third party or employee to whom We release Confidential Information.

3. We agree that this undertaking shall be subject to English Law and we hereby agree to submit to the exclusive jurisdiction of the English Courts.

Dated:

LIMITED COMPANY

Signature

Printed Name

Signing Capacity

Name of Company

Registered Office Address

PARTNERSHIP

Signature of Partners in firm

Printed Names

Name of Firm

Address

**SCHEDULE TO THE CONFIDENTIALITY UNDERTAKING**

Confidential Information shall include but not be limited to:-

1. The documents for the Contract including without limitation the ITT and appendices, the Contract and its Schedules, the Specification, any amendments or revisions to the tender documents, the Workforce Information, and all other documentation issued by the Council relating to the bid process ("the Tender Documents").

2. Details of any discussions with the Council, its officers or advisers in connection with the Tender Documents and any information that may be obtained by us through observation at meetings, conferences, presentations and demonstrations or as the Council, its officers or advisers may provide to us whether orally or in writing, electronically, physical or visual form regarding the bid process or the clarifications or proposals for the Contract.

# Part 7: Freedom of Information Act 2000 (FOI) Exemption Form

**Guidance**

The Council encourages its Tenderers to take their own legal advice about the FoI Act. The Council shall not be held liable for any actions claims or costs howsoever arising.

The Council considers that the following information is likely to be captured by the “confidential” (s.41 absolute exemption) and/or “commercial interest” (s43 qualified exemption) and therefore maybe subject to the Public Interest test:

* Trade secrets; or
* Financial, commercial, scientific, technical or other information whose disclosure could reasonably be expected to result in a material financial loss or gain to the person to whom the information relates; or
* Where disclosure could prejudice the competitive position of that person in the conduct of his/her profession or business or otherwise in his/her occupation; or
* Where disclosure could prejudice the conduct or outcome of contractual or other negotiations of the person to whom the information relates.

NB: Tenderers should note that claiming blanket confidentiality of quotation documentation, breaches current Government guidelines provided to the Council and will not be accepted, therefore rendering the entire quotation documentation disclosable under the FoI Act.

**Procedure**

1. Please specify below the relevant clauses or documentation containing the information you claim is exempt.

We consider that pricing schedules and technical specifications are most likely to be covered by one or other of the above exemptions and would therefore not, normally, be disclosed.

Each document claimed under the exemptions should be clearly marked as “confidential” or “commercially sensitive”.

**Please confirm below the documents considered confidential:**

**Confidential Information:**

|  |  |
| --- | --- |
|  | Pricing Schedule |
|  |  |
|  |  |
|  |  |
|  |  |

**Commercially Sensitive Information:**

|  |  |
| --- | --- |
|  | Pricing Schedule |
|  |  |
|  |  |
|  |  |
|  |  |

2. The Council is obliged to consider whether something, which its Tenderer claims is confidential, is truly confidential. In those instances where the Council does not agree with the exemption claimed, it will always consult with the Tenderer before disclosing the information.

Where the Council decides to release such information, it will only do so in the following circumstances:

* Where the Tenderer consents; or
* Where the information or information of a similar type is generally available to the public (e.g. where a Minister would give such information in answer to a Parliamentary Question);or
* Where the Tenderer has been advised, at the time that the information is received, that the information will be released; or
* Where the Council believes that the public interest would be better served by disclosing rather than by refusing to disclose the information. In this instance, the views of the Tenderer will be sought in advance of a decision being made. Where the Tenderer refuses to agree to disclosure of the information, the Tenderer is able to refer the matter to the Information Commissioner at the Tenderer’s expense.

|  |  |
| --- | --- |
| Signed | Position |
| Print Name | Date |

# Part 8: Parent Company Guarantee and Undertaking

Bidders are required to indicate for the purpose of their Tender, their willingness to provide a Parent Company Guarantee in the form set out below by returning a complete undertaking in the form below.

|  |  |
| --- | --- |
| **TO:** | **Chard Town Council** of Guildhall, Fore Street, Chard, Somerset TA20 1PP (the “Council”); |

1. In consideration of the Council inviting [ ][[1]](#footnote-1) to tender and payment by the Council of the sum of one pound (£1.00) the receipt of which is hereby acknowledged we hereby enter into this Parent Company Guarantee Undertaking.
2. We, [ ][[2]](#footnote-2) hereby irrevocably and unconditionally promise and undertake that in the event of the Detailed Solution submitted by [ ]1 being accepted by the Council in accordance with the Detailed Solution and the Instructions to Bidders and, if requested to do so by the Council we shall forthwith upon request properly execute and deliver to the Council a Parent Company Guarantee in the form attached hereto and subject to the insertion of such details and the making of such revisions as the Council may reasonably require in the light of the terms and the nature and the effect of the contract constituted by the Council's said acceptance.

Dated this day of [ ]

EXECUTED as a Deed by )

[ ]2  by [a Director )

and its Secretary] or [two ) ............................................................

Directors] ) Director (Signature)

............................................................

Name of above signatory (BLOCK CAPITALS)

............................................................

Director/Company Secretary (delete as appropriate)

............................................................

Name of above signatory (BLOCK CAPITALS)

**PARENT COMPANY GUARANTEE**

**THIS AGREEMENT is made by Deed on** the [ ] day of [ ] 20[ ].

**BETWEEN:**

(1) [ **]** Registered Company Number: [ ] whose registered office is at [ ] (**“the Guarantor”**) and

(2) **CHARD TOWN COUNCIL** of Guildhall, Fore Street, Chard, TA20 1PP (the “Council”)

**WHEREAS:**

A. This Guarantee is supplemental to a contract (“**the Contract**”) dated [ ] and made between (1) [ ] Registered Company Number: [ ] whose registered office is at [ ] (“**the Contractor**”) and (2) the Council, pursuant to which the Contractor has agreed and undertaken to carry out [insert description] services for the Council upon the terms and conditions set out in the Contract.

B. The Guarantor has agreed to guarantee, as primary obligor on demand and without set-off or deduction, the due performance of the Contract by the Contractor, in the following manner.

**NOW IT IS AGREED** between the Council and the Guarantor as follows:-

1. CONDITION PRECEDENT
   1. This Guarantee shall not come into effect until the Contract has been executed and completed.
2. GUARANTEE AND INDEMNITY
   1. The Guarantor agrees with the Council as follows:-
   2. [That the Guarantor shall guarantee the due and punctual performance of the Contractor’s obligations under the Contract];
   3. If the Contractor (unless relieved from performance by any clause of the Contract, or by the decision of a tribunal of competent jurisdiction) fails to observe or perform any of its duties or obligations, or otherwise breaches its obligations under the Contract, or if the Contractor fails to pay any loss, debt, cost or any other sum due, or ceases to exist, or ceases trading for any reason, then the Guarantor[,independent of and separate to its obligation under subparagraph (a) above,] shall fully and promptly indemnify the Council against all claims, demands, liabilities, losses, damages, costs and expenses which may be incurred by the Council by reason of any such failure, breach or non payment on the part of the Contractor whether arising under statute, contract or at common law and on first demand by the Council, unconditionally pay to the Council the amount of those claims, demands, liabilities, losses, damages, costs and expenses without deduction or set-off.
   4. Nothing in this Guarantee shall render the Guarantor liable to the Council to any greater extent than it would have been liable had the Guarantor been the party to the Contract in lieu of the Contractor and subject to the same limitation periods which would apply to the Contract or the Contractor's liabilities arising from the same and with the same rights of defence.
   5. This Guarantee shall remain in full force and effect until all obligations, warranties, duties and undertakings now or hereafter to be carried out or performed by the Contractor under the Contract have been satisfied or performed in full, notwithstanding
   6. any change in the constitution of the Guarantor, the Contractor or the Council;
   7. any liquidation, administration or analogous event in relation to the Contractor;
   8. any arrangement between the Contractor and Guarantor;
   9. any waiver under the Contract whatsoever by the Council; or
   10. any variation of the obligations undertaken by the Contractor whether by way of an addendum or variation.
   11. This Guarantee shall be a primary obligation of the Guarantor and accordingly the Council shall not be obliged before enforcing this Guarantee to take any action in any court or arbitral proceedings against the Contractor, to make any claim against or any demand of the Contractor, to enforce any other security held by it in respect of the obligations of the Contractor under the Agreement or to exercise, levy or enforce any distress, diligence or other process of execution against the Contractor. In the event that the Council brings proceedings against the Contractor, the Guarantor shall be bound by any findings of fact, interim or final award or judgment made by an arbitrator or the court in such proceedings.
   12. As long as any liability incurred by the Contactor to the Council guaranteed under this deed remains unsatisfied, the Guarantor shall not, in respect of any payment made or liability arising under this deed, effect (or try to effect) any recovery from the Contractor, whether by receipt of money, set-off, proof of debt, enforcement of security or otherwise.
   13. Any release, discharge, or settlement between the Guarantor and the Council shall be invalid if anything provided by the Guarantor to the Council under this Guarantee is subsequently declared void, set aside, or ordered to be refunded for any reason whatsoever.
3. AMENDMENTS TO THE CONTRACT AND CHANGES TO THE PARTIES
   1. The Contract may be amended in any way without the Guarantor’s consent. The Guarantor shall not be discharged or released from this Guarantee, nor shall its liability be affected or impaired by any agreement (including any amendment to the Contract), conduct, omission, breach, or repudiation by the Contractor or the Council, or by any forbearance whatsoever on the part of the Council.
4. NOTICES
   1. Any notice or demand for payment by the Council under this Guarantee shall, without prejudice to any other effective mode of serving or making the same, be deemed to have been properly served on the Guarantor if served on the Guarantor or its representatives personally, or delivered or sent by first class letter post, telex, electronic mail or facsimile, to the Guarantor or its representatives at its address as shown above, or its last known place of business. Any such notice or demand sent by first class letter post shall be deemed to have been served on the addressee at 10 a.m. on the next succeeding business day, or if sent by telex, electronic mail or facsimile, within one hour of the time of sending.
5. GENERAL
   1. No failure or delay by the Council in exercising any right or remedy shall operate as a waiver, nor shall any single or par­tial exercise or waiver of any right or remedy preclude its further exercise, or the exercise of any other right or remedy.
   2. Each of the provisions of this Guarantee is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions of this Guarantee shall not in any way be affected or impaired.
   3. This Guarantee is and will remain the property of the Council.
   4. The Guarantor may not assign or otherwise transfer any of its rights or obligations under this Guarantee. The rights in and benefit of this Guarantee shall not be assignable by the Council without the prior written consent of the Guarantor (which consent shall not be unreasonably refused, withheld or delayed).
   5. The Guarantor warrants and represents to the Council that it has full power and authority to enter into and perform its obligations under this Guarantee.
   6. This Guarantee and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the laws of England and Wales.
   7. A person who is not a party to this Guarantee shall not have any rights under or in connection with it.

**EXECUTED AS A DEED** the day and year first before written

Executed as a DEED by )

the Guarantor )

acting by: )

Director (Signature) ............................................................

Name of above signatory (BLOCK CAPITALS) .........................

Director/Company Secretary (delete as appropriate) ............................................................

Name of above signatory (BLOCK CAPITALS) .........................

THE COMMON SEAL of THE )

**CHARD TOWN COUNCIL** )

was affixed to this DEED )

BY ORDER )

Authorised Officer:

Seal Register No:

# Part 9: Form of Tender

TENDER FOR: **Upper Henson Play Area Upgrade, Chard, Somerset POST CODE**

TENDER RETURN DATE **x pm on xx February 2022**

TO: **Chard Town Council**

Sirs

We do hereby undertake to supply the Goods, Services and Works required to be done in accordance with the information provided in the Invitation to Tender the fixed price sum of: (in words)

**Pounds**

(£.00) excluding VAT

This offer will remain open for acceptance for **90 calendar days** from the date of this Quotation.

We confirm that we can start work within **x calendar days** of acceptance of the Tender.

**We are willing to enter into a Contract as set out in the standard Terms and Conditions attached to this Invitation to tender to Goods, Services and Works within the time stated which will include all matters noted in the information provided.**

In submitting this Tender, we understand that the Council does not bind itself to accept the

lowest or any Tender nor to remunerate any expenses in providing the Tender.

**Tenders will only be accepted on this Form of Tender and must be returned to CTC no later than the time and date specified above.**

Yours faithfully

|  |  |
| --- | --- |
| Signature of Supplier: |  |
| Date: |  |
| Print Name: |  |
| Official Position: |  |
| Organisation Name: |  |
| Address: |  |
| Telephone No./Email: |  |

*\*(It must be clearly shown whether the Supplier is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Supplier, the capacity in which he/she signs or is employed).*

# Part 10: Checklist

|  |  |  |
| --- | --- | --- |
| **Bid Submission Reference**  **PART** | **Tender Submission Requirement** | **Included** |
|  | ITT Response Questionnaire – Potential Supplier Information |  |
|  | ITT Response Questionnaire – Selection Questions |  |
|  | ITT Response Questionnaire – Method Statements |  |
|  | Completed Pricing Schedule |  |
|  | Anti-Collusion Certificate |  |
|  | Confidentiality Undertaking signed |  |
|  | Freedom of Information Act 2000 (FOI) Exemption Form completed and signed |  |
|  | Parent Company Guarantee undertaking (if applicable) |  |
|  | Form of Tender |  |
|  | Checklist |  |

1. Insert name of Bidder [↑](#footnote-ref-1)
2. Insert name of Bidder’s ultimate holding company [↑](#footnote-ref-2)