Old Sarum Skatepark



Invitation to Tender (ITT)

For the Design & Build of a Concrete BMX/Skate Park at Old Sarum

25 January 2021

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Summary

1. Laverstock and Ford Parish is situated in the south of the county of Wiltshire, bordering the city of Salisbury to the west and running with open countryside to all other points of the compass. The Parish is rural in character. Arable farmland predominates together with some outdoor pig, cattle and sheep farming. The Parish also has a rich heritage of both historic and natural features including the remains of prehistoric settlements and burial mounds, a First World War Airfield, ancient chalk grasslands and the River Bourne chalk stream. The Old Sarum hill fort and historic settlement lies just outside of the Parish, to the west of the new residential development of Old Sarum.
2. Laverstock and Ford Council (the ‘Council’) is to develop a BMX, Scooter, Blades and Skateboard Park that is to be situated at Old Sarum, Salisbury Wiltshire, on the Old Sarum side of the southern boundary of the Longhedge estate and at the western end of the swales. (see Appendix 2). The site lies next to an area of swales and greenspace with wildflower meadows and native shrubs. This borders open farmland inhabited by hares, grey partridges, skylarks and other farmland birds. The site footprint is approximately 160 sq. meters in size and there is a need to fit all features of the project within this location.
3. Laverstock and Ford Parish Council invites tenders for the design, supply and installation of a concrete BMX/Skatepark. The Skatepark will provide a much-needed facility in the local area. The Skatepark is to be accessible to all levels of ability of BMX, Scooters, Blades and Skateboarders, providing consideration to meeting the needs of younger users and beginners as well as providing a challenging facility for more experienced users.
4. The successful tenderers responsibilities will involve both formulating the Design of the project as well as delivering the Construction stage. This will involve several key deliverables including the submission of a technical design, liaison with local communities, ensuring a safe construction stage and a smooth handover process.
5. The Parish Council have established a sub group of Councillors working with the Parish Clerk and his Deputy who will run the consultation and procurement process. Our aim is to seek and appoint a suitably skilled, qualified and experienced contractor to design, supply and construct the Skatepark and associated landscaping. Tenderers will be required to demonstrate their ability to provide the contract.
6. The contract value is £60,000 maximum.
7. The awarding body is the Laverstock and Ford Parish Council.
8. The estimated start date of the Works is Monday 12th April 2021.
9. The Tenderer’s price must be fully inclusive, including contingency, and covering , but not limited to, all labour, materials, temporary works, plant, groundwork preparation, overhead charges, professional fees and profit, as well as the general liabilities and taxation payable in so far as any is due, obligations and risks described or implied in the tender documents. Costs relating to items which are not priced will be deemed to have been included elsewhere within the Tenderer’s budget. For the avoidance of doubt the Tender price will also be deemed to cover all contingencies or costs overruns. It is the Tenderer’s responsibility to identify and arrange appropriate access to the site for all construction traffic, ensuring a safe route that protects all other users of the surrounding land and properties.
10. The tender price must include costs of an independent Post Installation Inspection Report by a Register of Playground Inspectors International (RPII) Inspector, qualified to conduct Annual and Post Installation Inspections. If defects are identified, the inspection must be repeated after the defect correction period.
11. The completed installation must meet, as a minimum, all requirements under BSEN14974 Facilities for users of Roller Sports and BSEN1176/77 Playground Equipment, or any amending or replacing standards in force at the time of completion.
12. The site for the Skatepark is Parish Council owned and The Town and Country Planning (General Permitted Development) (England) Order 2015 applies. Tenderers should ensure their designs comply with Part 12 Development by Local Authorities. If they do not, it is the Tenderers responsibility to obtain full planning permission, including all associated planning matters.
13. Tenders will be awarded on the basis of Bidders’ responses to the design brief set out in the attached document including essential questions relating to the design of the area, equipment and the installation process.
14. PLEASE NOTE that there is a fixed sum of £60,000 available for this contract. The Parish Council is seeking tenders that maximise this available funding. Bidders will be asked to demonstrate how best they will make use of this sum rather than to compete on price. Price will not be scored as part of the evaluation.
15. Tenders in excess of the available funding will not be considered.

END OF SUMMARY

Old Sarum Skatepark

Instructions

1. The process for responding to the Invitation to Tender (ITT) including the timetable, details of the scoring, and criteria which will be used to evaluate bids, and details of how and when to return the Tender Response Document (TRD) are set out in the section below.
2. **PLEASE NOTE that A NOTIFICATION OF INTENTION TO TENDER should be submitted no later than 17:00 on Monday 15th February 2021.**
3. The Notification should include the Bidder’s name and contact details and be submitted in HARD COPY. PLEASE NOTE that the Parish Council cannot accept the Notification of Intention to Tender by e-mail.
4. The Notification should be clearly marked “NOTIFICATION OF INTENTION TO TENDER: OLD SARUM SKATEPARK (Private and Confidential)” and be addressed to:

**Laverstock and Ford Parish Council**

C/O the Clerk, Mr Andrew Prince

3 Pilgrims Way

Laverstock

Salisbury

Wiltshire

SP1 1RZ

1. **The FULL COMPLETE TENDER should be set out in the TENDER RESPONSE DOCUMENT (TRD) and must be submitted no later than 17:00 Friday 12th March 2021.**
2. The TRD should be submitted in hard copy (x4) and electronic copy (CD-ROMs/thumb drive – certified Virus Free). PLEASE NOTE that the Council cannot accept the return of completed tender responses by e-mail.
3. The TRD should be clearly marked with the following: **“TENDER RESPONSE: OLD SARUM SKATEPARK (Private and Confidential)”.**

1. Completed tenders should be addressed to:

Laverstock and Ford Parish Council

C/O the Clerk Mr Andrew Prince

3 Pilgrims Way

Laverstock

Salisbury

Wiltshire

SP1 1RZ

1. In the event of any queries or requests for further information arising from this tender, please contact the Parish Clerk who will forward the question to Councillors.

Mr Andrew Prince. 01722 411847.

e-mail: parish-clerk@laverstock-ford.co.uk

**PLEASE NOTE the deadline for clarification questions is Monday 15th February 2021.**

1. If the Parish Council considers any question or requests for clarification to be of material significance, both the query and the response will be communicated in a suitably anonymous form to all service providers/suppliers who have responded.
2. The Contract will be issued by the Laverstock and Ford Parish Council.

Procurement Timetable

1. The procurement timetable is as follows:

|  |  |
| --- | --- |
| Invitation to Tender issued | Monday 25th January 2021 |
| Deadline Notification Intention to Tender | Monday 15th February 2021 |
| Deadline for clarification questions | Monday 15th February 2021 |
| Response to Questions | Friday 26th February 2021 |
| Deadline for Submission of Tenders | Friday 12th March 2021 |
| Evaluation | By 19th March 2021 |
| Notification of shortlisted bidders | Monday 22nd March 2021 |
| Oral Presentation\* by shortlisted bidders | Week commencing 22nd March 2021 |
| Preferred supplier selected  Notification to Bidders | By 2nd April 2021 |
| Initial Project Meeting\* with Parish Council,  Contract Administrator and Site Manager | Monday 5th April 2021 |
| Contract signature  Contract Start | Monday 5th April 2021 |
| Works Start | Monday 12th April 2021 |
| Contract Completion | By 28th June 2021 |

\*Presentations and Meetings may be remote/on-line following government guidelines in force at the time.

1. The Contract start and completion dates may be amended, with mutual agreement, based on equipment order and lead times.
2. The Parish Council reserves the right to amend this timetable.
3. Tenderers must obtain for themselves all information necessary for the preparation of their tender and satisfy themselves that the quality and standards specified by themselves or the Parish Council are appropriate.
4. Information supplied to Tenderers by the Parish Council is supplied only for general guidance in the preparation of the tender. Tenderers must satisfy themselves as to the accuracy of any such information and no responsibility is accepted (or warranty given) by the Council for any loss or damages of whatever kind and howsoever caused arising from the use by Tenderers of such information.
5. Tenders and supporting documents shall be in English and any contract subsequently entered into and its formation, interpretation and performance shall be subject to, and in accordance with, the law of England and subject to the exclusive jurisdiction of the English Courts.
6. Throughout the evaluation process, the Parish Council reserves the right to seek clarification from Bidders, where this is considered necessary to achieve a complete understanding of the bids received. In any event, should the evaluation panel, in its reasonable judgement, identify a fundamental failing or weakness in any tender then that tender may, regardless of its other merits, be excluded from further consideration.
7. This is a single stage tender procedure and these instructions form part of the ITT. You may ask questions in writing via e-mail regarding the tender documents or the details of the goods or service required. PLEASE NOTE the deadline for clarification questions is Monday 15th February 2021..
8. All questions and their answers (the sources of questions will be anonymous) will be distributed by e-mail no later than Friday 26th February 2021 to all those who have submitted a Notification of Intention to Tender.
9. Once the deadline for receipt of tenders has been reached, evaluation of Tenders will be carried out by the Council (and where appropriate other individuals/organisations selected by the Council) to ensure an appropriate breadth of experience and understanding of the issues covered by the Tender submission.
10. The tenders will be scored and weighted according to criteria set out below.
11. Once the submitted tenders have been evaluated, shortlisted Bidders will be invited to make an oral presentation to the Parish Council on a date to be confirmed which provides suppliers with an opportunity to highlight key aspects of their proposed scheme in addition to providing the Parish Council with an opportunity to ask particular questions or raise any issues that may have come to light in the evaluation.
12. No new criteria will be introduced at these presentations but on the basis of these presentations the Panel may choose to revise the bidder’s score for each response to an evaluation question either upwards or down to reach a final score.

**Scoring**

1. Each written tender will be scrutinised by a panel of at least 3 and each scoring criteria will be awarded points out of 10 according to the following scale:

|  |  |
| --- | --- |
| Score | Criteria for awarding score |
| 0 | No response or response is unacceptable |
| 1 | Response is very weak and almost unacceptable, and/or inconsistent or in conflict with other responses |
| 2 | Response is weak, and falls well below expectations in a number of respects |
| 3 | Response is weak and below expectations, not meeting the required standard in most respects, and/or is lacking/inconsistent in others |
| 4 | Response is below expectations but meets the required standard in some respects |
| 5 | Response meets expectations regarding the required standard |
| 6 | Response slightly exceeds expectations regarding the required standard |
| 7 | Response is good and is well above expectations in most respects |
| 8 | Response is very good and is well above expectations in most respects |
| 9 | Response is outstanding and meets the required standard in all respects and exceeds some or all of the major requirements |
| 10 | Response is exceptional and meets the required standard in all material respects and exceeds all the major requirements, and represents significant added value |

1. The weighting available for a score of 10 points is shown below and a pro rata weighting will be applied to the score.
2. As the available funding for this procurement is fixed (£60,000) and the quality of the design and installation is paramount, only the evaluation questions will be scored and not price. Any bid that exceeds the available funding will not be evaluated.
3. The Qualitative evaluation will be based on a series of questions concerning the topics listed below and weighted according to the following:

|  |  |
| --- | --- |
| **Section Headings** | **Weighting** |
| **Equipment/Materials** |  |
| 1. User Consultation & Site Analysis | 1.5 |
| 1. Design | 2 |
| 1. Design Specification | 1.5 |
| 1. After Care and Spare Parts | 1.5 |
| 1. Play Value | 1 |
| **Installation** |  |
| 1. Programme of works | 1 |
| 1. Skills and experience | 1 |
| 1. Safety management | 1 |

END OF INSTRUCTION

Old Sarum Skatepark

SPECIFICATION

1. The specification for the goods and services required are set out in the section below.
2. The Parish Council will run the procurement process to seek and appoint a suitably skilled, qualified and experienced contractor to design and build a destination concrete BMX/skatepark. The footprint of the new BMX/Skateboard facility is approximately 160 square metres in area. See Appendix 2
3. The contract for the design and installation is £60,000.
4. The Parish Council expects to receive tendered bids from companies who have the necessary skills and experience to deliver a high-quality project that will be stimulating, challenging and exciting for users.
5. The tendered price of £60,000 must include the following:
6. Design inspired by both location and user’s “feel” for the site;
7. Creative landscaping including natural elements (reuse of spoil created during the Works permitted where appropriate);
8. Supply and installation of new equipment and surfaces;
9. An appropriate independent Post Installation Safety Inspection Report by an RPII Inspector (including at the end of any defect correction period)
10. Bids in excess of the available funding of £60,000 will not be considered.
11. All equipment must be located within the boundaries of the site as set out in the attached map Appendix 2.
12. The final design and position of equipment is to be agreed as best position after the contract has been awarded and the initial project meeting on site.
13. It is the contractor’s responsibility to identify and agree a suitable site access, if necessary, with a third party. The Parish Council do not own all of the approach routes to the site. The Contractor must adhere strictly to any conditions specified by a third party to facilitate access
14. Tenderers are advised to visit the site to familiarise themselves with the identity and layout of the site to make best use of the existing site assets including trees, topography and access points.
15. It is the responsibility of Tenderers to obtain for themselves, and at their own expense, any additional information necessary for the preparation of their Tenders, including any underground services impacting the site or the access to the site.
16. The facility should cater for users of skateboards, wheels (e.g. BMX & scooters) and blades. Consideration is to be given to meeting the needs of younger users and beginners as well as providing a challenging facility for more experienced users. Designs to include details on maximum user numbers of the facility and how this is managed.
17. Potential users were consulted over several years. This group included skaters, BMX users and scooter users. The consensus is that a well-designed modern skatepark design with aspirational progression obstacles, multiple use area is required. It needs to be designed for all ages, abilities and disciplines.
18. The following features were considered to be the most important and should be included in the design where possible:

* Quarter pipe
* Whippy quarter pipe
* Wall ride
* Grind ledges
* Spine ramp

1. Contractors are encouraged to include equipment in the design that delivers high value across the range of criteria in the assessment.
2. Seating for spectators and bins will be supplied and installed by Laverstock and Ford Parish Council. The exact quantities and locations should be clearly indicated on all designs and within tender submission documents (where applicable). Bins and seats must be designed so that they cannot be used as BMX/Skate facilities. Tenderers must include the provision of appropriate safety signage for users within their bid. The Parish Council will provide and erect our standard Play Area Signage in addition.
3. Overall, The Parish Council are looking for an innovative design that makes high‐quality use of the space and budget available. Elements included will offer multiple uses. Ride‐able features will be accessible to beginners, facilitate progression, and offer interest to advanced riders. At the design stage, the requirements of the Equality Act 2010 should be considered and implemented if practical.
4. Details of each piece of equipment, including height, width and what materials they are constructed from are to be made clear in the Tender Response Document (TRD).
5. The party submitting the Tender will ensure that any installation is well designed, limits the opportunity for vandalism and has low maintenance aspects to minimise maintenance re-visits. Equipment provided should demonstrate ease of maintenance and access to serviceable parts.
6. Submitted designs **must not include** company, or identifiable logos, so as not to influence anyone in the scoring process. A representative figure of an adult may be used to indicate scale, but the use of figures of adults or children in participating poses is discouraged.
7. All designs must be a maximum of A0 size (841 x 1189mm or 33.1 x 46.8 in) and by submitting a response for consideration in this tender exercise, bidders accept other bidders may provide a design up to A0 size for consideration by the Evaluation Panel and during the public consultation.
8. Bidders must include a clear breakdown of costs in the response, which must include, as appropriate, the cost of each aspect of the design process and works, plus all other costs associated with completion of the work e.g. hire of equipment, plant, skips, fencing, etc.
9. The Council wishes to develop a BMX/Skatepark that meets the needs of a wide range of users whilst limiting any perceived negative impact on the wider site. Limiting noise emission and anti-social behaviour are key considerations and should clearly inform the choice of materials, specification and/or design used in construction. The Tenderer will be asked to comment on these details in their submission.
10. Proposed measures to minimise noise emission and minimise the opportunity for instances of anti-social behaviour to occur must be clearly demonstrated in the design and tender specification. These measures may include proposals relating to the orientation/layout of ramps, the general design concept, surface material or any other factor.
11. The successful Bidder will be responsible for the disposal of topsoil, grass, mud, stones and any other waste materials created by the installation of the Skatepark. The reuse of spoil created during the Works is permitted as a base material for landscaping where appropriate.
12. Disposal of any waste from the site must be done by an appropriately licensed waste carrier. The contractor is required to obtain and retain evidence of licences of any Waste Carrier used, along with copies of the Waste Transfer notes of any disposal.
13. The successful Bidder will also make good any surfaces damaged in accessing the site and leave the site as found. Any grass areas damaged are to be reinstated using topsoil and good quality cultivated turf. All levels of surrounding land must be flush with levels of edging kerbs and/or surface. All hard surfaces must be washed clean and ready for use.
14. The intended start date for commencement of the Works will be Monday 12th April 2021 or sooner if agreed by all parties. The installation works must be completed by 28th June 2021. Installation maybe subject to inclement weather and this should be considered in any project plan provided.
15. The Parish Council is aware that a given period of time may be necessary to allow for any prefabrication of elements of the build. Bidders must ensure that they take into account such production and delivery timescales to achieve the installation dates provided. Bidders must make clear all such delivery timescales in their submitted tenders.
16. The site for the Skatepark is located close to a residential area and is open to the public every day. It is the responsibility of the successful bidder to engage with the local residents prior to commencing work, addressing any concerns raised regarding the proposed works and building a collaborative relationship. Pneumatic drills and other noisy appliances are not permitted without consent during the hours of:
    1. Monday – Friday 5 pm – 8 am.
    2. Saturday – 1pm to Midnight
    3. Sunday & Bank Holidays – Prohibited

It is the responsibility of the successful bidder to inform local residents of the work that is being undertaken and any possible effects it might have on them and their daily routines.

1. The contract award will be based on the evaluation of the TRD. Those responses that meet the suitability criteria will be evaluated by an Evaluation Panel (the Panel) that will include no less than 3 members of the Parish Council (and where appropriate other individuals/organisations selected by the Council).
2. PLEASE NOTE that the Panel will make no assumptions and will not take previous knowledge or past experience into account when scoring tender submissions. Evaluations will be based solely on the details provided in the answers to the questions asked in the TRD.
3. Please do not use acronyms in the TRD but where absolutely necessary please provide an explanation of the acronym.
4. All design plans submitted are expected to have taken into consideration the siting of existing drains and power cables and other environmental factors that might prevent the installation process as submitted.
5. The successful Bidder will comply with all current Health and Safety regulations as laid out in the Health and Safety at Work Act 1974.
6. The successful Bidder will be required to carry out a user consultation exercise, design the area (including landscaping) and install equipment identified in their design.
7. The completed installation must meet, as a minimum, all requirements under BSEN14974 Facilities for users of Roller Sports and BSEN1176/77 Playground Equipment, or any amending or replacing standards in force at the time of completion.
8. The successful bidder must ensure an appropriate independent RPII Inspectors Report is provided at the end of the project, and prior to final sign-off and handover.
9. Please declare any costs associated with any annual maintenance of the installation. This is purely for information in the event that there are any on-going costs, which need to be considered.
10. The Parish Council will assume responsibility for annual, quarterly maintenance and weekly visual checks once the independent safety inspection report has been undertaken and supplied at the end of the project.
11. As a part of the tender submission, Bidders are asked to supply a copy of all warranties as appropriate.
12. The site is owned by the Parish Council and is accessible to the public, should they so wish, throughout the day and night. The safety and security of the site, fencing, equipment and machinery etc will be the responsibility of the Contractor until satisfactory completion of the contract and an official handover has been concluded.
13. The Works should be completed by 28th June 2021.
14. The Laverstock and Ford Parish Clerk will oversee the installation process and ensure that instructions detailed in the Terms and Conditions are adhered to.
15. If the Parish Council considers any question or request for clarification to be of material significance, both the query and the response will be communicated, in a suitably anonymous form, to all service providers/suppliers who have responded.

END OF SPECIFICATION

Old Sarum Skatepark

TERMS & CONDITIONS

82. The general Terms and Conditions which apply to this tender and the ensuing Contract are set out in the section below.

***The Project***

1. Name: Old Sarum Skatepark
2. Nature: Design, supply, construct and install skatepark as per specification.
3. Location: On the Old Sarum side of the southern boundary of the Longhedge estate and at the western end of the swales.
4. Description: The land is located within a public open space between the Old Sarum and Longhedge housing developments.
5. Drawings: the contractor to source re existing utilities and services.
6. Limitations:
7. General highway restrictions
8. No designated access from the highway
9. Grass areas susceptible to inclement weather
10. Parking Restrictions contractors and employee’s vehicles:
11. Minimum number of vehicles
12. No parking on paths
13. No obstruction of residential driveways
14. Observe the Highway Code
15. Minimise impact on busy estate roads
16. Do not use the site for any other purpose other than carrying out the works.
17. PLEASE NOTE that the accuracy and sufficiency of this information is not guaranteed by the Purchaser or the Purchaser’s representative. Bidders must ascertain if any additional information is required to ensure the safety of all persons and the works.
18. Bidders must ascertain the nature of the site, access thereto and all local conditions and restrictions likely to affect the execution of the works of their own accord.
19. There are no additional works to be carried out under a separate contract and completed before the start of the work for the contract.
20. The works cover the design, supply, construction and installation of the Skatepark as set out in the Instructions and Specification.
21. The Purchaser is Laverstock and Ford Parish Council.
22. The Contract will be signed by the Laverstock and Ford Parish Council.
23. The Contract Administrator will be Laverstock and Ford Parish Clerk
24. Any Dispute Resolution will be by arbitration as per the terms of the Contract.
25. The proposed Payment Schedule is subject to confirmation in the Contract:
26. First Payment 5% upon satisfactory completion of user consultation exercise and submission of final design to the satisfaction of the Panel.
27. Second Payment of 85% upon satisfactory completion and receipt of Independent Safety Inspection Report.
28. 5% subject to satisfactory snagging report 6 months after completion
29. 5% subject to satisfactory snagging report 12 months after completion
30. The Final payment will be withheld until all identified defects are remedied by the Contractor.
31. All equipment, structures and associated groundworks will have a minimum defects correction period of 12 months. During this period, the Contractor will maintain any part of the works which has failed or is defective at their own expense.
32. These conditions are supplementary to those stated in the Invitation to Tender (ITT) and Tender Response Document (TRD).
33. The tender procedure is in accordance with the ITT.
34. No guarantee is offered that any tender will be recommended for acceptance or be accepted, or that reasons for non-acceptance will be given.
35. No liability is accepted for any cost incurred in the preparation of any tender, including if the procurement process is terminated or amended by the council.
36. The tender will be open for consideration for not less than 45 days.
37. All information relating to costs should be submitted as part of the tender. Do not alter or qualify the priced documents without written consent. Tenders containing unauthorised alterations or qualifications may be rejected.
38. Measurements: Contractor to source.
39. Deemed included: Costs relating to items, which are not priced, will be deemed to have been included elsewhere in the tender.
40. Tenders must cover all work described in the tender documents as a whole or clearly apparent as being necessary for the complete and proper execution of the works.
41. All design drawings must be a maximum of AO size (841x1189mm)
42. Bidders must retain, make available for inspection and supply on request information reasonably required to allow response to requests made under the provisions of the Freedom of Information Act.
43. Bidders must not supply information outside the project participants without express written permission.
44. **PLEASE NOTE ALL PARTIES MUST MAINTAIN CONFIDENTIALITY AT ALL TIMES.**
45. Definitions: terms, derived terms and synonyms used in the preliminaries / general conditions and specification are as stated therein or in the appropriate British Standard or British Standard glossary.
46. *Communication:* Includes advise, inform, submit, give notice, instruct, agree, confirm seek or obtain information, consent or instructions or decide. All communications should be in writing addressed to The Clerk – Laverstock and Ford Parish Council unless specified otherwise. Do not proceed until a response has been received.
47. *Products:* Materials, both manufactured and naturally occurring, and goods, including components, equipment and accessories, intended for the permanent incorporation in the Works. Includes: Goods, plant, materials, site materials and things for incorporation into the Works.
48. *Site equipment:* All appliances or things of whatsoever nature required in or about the construction for completion of the works but not materials or other things intended to form or forming part of the Permanent Works. Includes: Construction appliances, vehicles, consumables, tools, temporary works, scaffolding, cabins and other site facilities.
49. *Contractor’s choice:* Selection delegated to the Contractor, but liability to remain with the specifier.
50. *Contractor’s design* to be carried out or completed by the Contractor and supported by appropriate contractual arrangements, to correspond with specified requirements.
51. *Submit proposals*: Submit information in response to specified requirements.
52. *Remove:* Disconnect, dismantle as necessary and take out the designated products or work and associated accessories, fixings, supports, linings and bedding materials. Dispose of unwanted materials. Excludes taking out and disposing of associated pipework, wiring, ductwork or other services.
53. *Fix:* receive, unload, handle, store, protect, place and fasten in position and disposal of waste and surplus packaging including all labour, materials and site equipment for that purpose.
54. *Supply and Fix:* As above, but including supply of products to be fixed. All products to be supplied and fixed unless stated otherwise.
55. *Keep for reuse:* Do not damage designated products for work. Clean off bedding and jointing materials. Stack neatly, adequately protect and store until required by the Employer for use in the Works as instructed.
56. *Make Good:* Execute local remedial work to designated work. Make secure, sound and neat.
57. *Replace:* Supply and fix new products matching those removed. Execute work to match original new state of that removed.
58. *Repair:* Execute remedial work to designated products. Make secure, sound and neat.
59. *Refix:* Fix removed products.
60. *Ease:* Adjust moving parts of designated products or work to achieve free movement and good fit in open and closed positions.
61. *System:* Equipment, accessories, controls, supports and ancillary items, including installation, necessary for that section of the work to function.
62. *Manufacturer:* The firm under whose name the particular product is marketed.
63. *Product reference:* The proprietary brand name and / or reference by which the particular product is identified.
64. If an alternative product to that specified is proposed, obtain approval before ordering the product. Submit reasons and relevant documentation for the proposed substitution including:
    1. Manufacturer and product reference
    2. Cost
    3. Availability
    4. Relevant standards
    5. Performance
    6. Function
    7. Compatibility of accessories
    8. Proposed revisions to drawings and specification]
    9. Compatibility with adjacent work
    10. Appearance
    11. Copy of warranty / guarantee
65. Alterations of adjacent work: if needed, advise scope, nature and cost.
66. Manufacturers’ guarantees: if substitution is accepted, submit before ordering products.

***Documents provided by Contractor/Subcontractor/Suppliers***

1. As built drawings and information: Contractor designed work to provide drawings / information at least two weeks before date for completion.
2. Technical literature: Keep on site for reference by all supervisor personnel
   1. *Manufacturer’s current literature relating to all products to be used in the Works*
   2. *Relevant British, EN or ISO Standards.*
3. Components and equipment: Obtain or retain copies maintenance instructions and equipment, registers with manufacturer and hand over on or before completion for use after completion.

1. Provide telephone numbers for Emergency call out services for use after completion.

***Management of the Works***

1. Accept responsibility for coordination, supervision, and administration of the Works, including subcontracts.
2. Arrange, coordinate and monitor a programme with each subcontractor, supplier local authority and statutory undertaker, and obtain and supply information as necessary for coordination of the work.
3. Before starting work on site submit insurance details, and / or policies and receipts for the insurance required by the Conditions of Contract.
4. Notice: If any event occurs which may give rise to any insurance claim or proceeding in respect of loss or damage to the Works or injury or damage to persons or property arising out of the Works, immediately give notice to the Employer, the Clerk of Laverstock and Ford Parish Council and the insurers. Indemnify the Employer against any loss, which may be caused by failure to give such notice.
5. Materials arising from alteration/clearance work become the property of the Contractor except where otherwise stated. Remove from site as work proceeds.
6. The Contractor shall establish and maintain a Site compound for welfare facilities and storage of materials close to the Site area as agreed with the Parish Council. Toilet facilities are to be provided within 500m of all construction operations and urinating in the open will not be permitted.

***Programme of Works***

1. Immediately when requested and before starting work on the site, submit in an approved form, one copy of the master programme for the Works, which must include details of;
2. Planning and mobilisation by the Contractor
3. Subcontractor’s work
4. Running in, adjustment, commissioning and testing of all engineering services and installations
5. Work resulting from instructions issued in regard to the expenditure of provisional sums
6. Work by others concurrent with the Contract.
7. Provide a minimum of one week’s notice in advance of commencement of the works.
8. Record progress on a copy of the programme kept on site.
9. If any circumstances arise which may affect the progress of the Works submit proposals or take other action as appropriate to minimise any delay and to recover any lost time.
10. Regular site meetings will be held every week to review progress and other matters arising from administration of the Contract. Ensure availability at the time of such meetings and inform subcontractors and suppliers when their presence is required.
11. Chairperson (who will also take and distribute minutes) is the Contract Administrator.
12. Give notice of the anticipated dates of completion of the whole or parts of the Works.
13. Ensure necessary access, services and facilities for associated works are complete and provide minimum notice of one week. When a notice of the cause of any delay or likely delay in the progress of the works is given under the contract, written notice must also be given of all other causes, which apply concurrently.
14. Details must be submitted as soon as possible including:
15. Relevant particulars of the expected effects, if appropriate, related to the concurrent causes.
16. An estimate of the extent, if any, of the expected delay in the completion of the Works beyond the date from completion.
17. All other relevant information required.

***Control of cost***

1. If a proposed instruction requests an estimate of cost, submit without delay and in any case within seven days.

***Quality Standards/Control***

1. Where, and to the extent that products or work are not fully documented, they are to be:
2. Of a kind and standard appropriate to the nature and character of that part of the Works where they will be used
3. Suitable for the purposes stated or reasonably to be inferred from the project document
4. Omissions or errors in description and / or quantity of contract documents shall not vitiate the Contract nor release the Contractor from any obligations or liabilities under the Contract.
5. Appropriately skilled and experienced operatives for the type and quality of work shall be used and they must produce evidence of skills / qualifications when requested.
6. Registered with the Construction Skills Certification Scheme.
7. Supply each product from the same source or manufacturer and the whole quantity of each product required to complete the Works must be consistent kind, size, quality and overall appearance.
8. Where critical, measure a sufficient tolerance to determine compliance.
9. Prevent deterioration. Order in suitable quantities to a programme and use in appropriate sequence.
10. Fix, apply, install or lay products securely, accurately, plumb, neatly and in alignment.
11. Do not use different colour batches where they can be seen together.
12. Check on-site dimensions.
13. Finished Work without defects, e.g. Not damaged, disfigured, dirty, faulty, or out of tolerance.
14. Location and fixing of products: Adjust joints to view so they are even and regular.
15. Retain on site evidence that the proprietary product specified has been supplied.
16. Submit evidence of compliance, including test reports indicating:
    1. Properties tested
    2. Parts / fail criteria
    3. Test methods and procedures
    4. Test results
    5. Identity of testing agency
    6. Test dates and times
    7. Identities of witnesses
    8. Analysis of results
17. Inspection of any other action must not be taken as approval unless confirmed in writing referring to:
18. Date of inspection
19. Part of the Work inspected
20. Respects or characteristics which are approved
21. Extent and purpose of the approval
22. Any associated conditions

1. Provide all trades with necessary details of related types of work. Before starting each new type or section of work ensure previous related work is:
2. Appropriately complete
3. In accordance with the project documents
4. To a suitable standard
5. In a suitable condition to receive the new work
6. Ensure all necessary preparatory work has been carried out.

1. Comply with the manufacturer’s printed recommendations and instructions current on the date of the ITT.
2. Submit details of changes to recommendations or instructions.
3. Use those ancillary products or accessories supplied or recommended by main product manufacturer.
4. Comply with limitations, recommendations and requirements of relevant valid certificates certified products.
5. There is no access to water. The Contractor is responsible for sourcing this.
6. Provide at all reasonable times access for the Contract Administrator to the Works and to other places of the Contractor or subcontractors where work is being carried out for the Contract.

***Defects in Existing Works***

1. When undocumented defects are discovered immediately give notice. Do not proceed with affected work until response from the Contract Administrator has been received.
2. Immediately any work or product is known, or appears, to be not in accordance with the Contract, notify the Contract Administrator and submit proposals for opening up, inspection, testing, making good, adjustment of the Contract sum, or removal and re-execution.
3. Such proposals may be unacceptable and contrary instructions may be issued.

***Works before Completion***

1. Make good all damage consequent upon the Works.
2. Remove temporary markings, coverings and protective wrappings unless otherwise instructed.
3. Clean the Works thoroughly inside and out, including all accessible ducts and voids. Remove all splashes, deposits, and efflorescence, rubbish and surplus materials.
4. Use cleaning materials and methods as recommended by manufacturers of products being cleaned. Do not damage or disfigure other materials or construction.
5. Obtain COSHH dated data sheets for all materials used for cleaning and ensure they are used only as recommend by their manufacturers.
6. Touch up minor faults in newly painted work, carefully matching colour and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions.
7. Adjust, ease and lubricate moving parts of new work as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery, appliances, valves and controls.

***Security on Completion***

1. Only remove security fencing once the area has been certified as safe for use.

***Hazards***

1. Common Hazards: Not listed. Control by good management and site practice.

***Security***

1. Safeguard the site, the Works, products, materials, and any existing buildings affected by the Works from damage and theft.
2. Take all reasonable precautions to prevent unauthorised access to the site, the Works and adjoining property.

***Occupied Premises***

1. Existing residential buildings will be occupied and / or used during the Contract.
2. Carry out Works without undue inconvenience and nuisance and without danger to occupants and users.

***Purchaser’s representative Site Visits***

1. Submit details in advance, to the Purchaser of safety provisions and procedures (including those relating to materials, which may be deleterious), which will require their compliance when visiting the site.

1. Provide and maintain protective clothing and equipment on site for the Purchaser and other visitors to the site.

***Pollution and Pesticides***

1. Protect the site, the Works and the general environment including the atmosphere, land, streams and waterways against pollution. Consent to discharge water under the provisions for Control of Pollution in the Water Resources Act 1991 shall be obtained by the Contractor.
2. The Contractor may be subject to prosecution should pollution enter any watercourse
3. The Contractor shall ensure that spillage or leakage of fuel and lubricants is prevented within the Site. In the event of accidental spillage, the Contractor shall immediately undertake all Works necessary to contain the spillage and minimise the area of contamination at his own expense. All polluted or contaminated materials shall be disposed of off Site in approved tips at the Contractor's own expense. The Contractor shall maintain adequate stocks of oil absorbent material.
4. Use pesticides only where specified or approved, and then only suitable products listed on [www.pesticides.gov.uk](http://www.pesticides.gov.uk)
5. Restrictions apply for work near water, drainage ditches or land drains which must comply with the “Guidance for the use of herbicides on weeds in or near watercourses and lakes.”
6. Comply with manufacturer’s disposal recommendations for containers. Remove from site immediately empty or no longer required.
7. Operatives must hold a BASIS Certificate of Competence or work under supervision of a Certificate Holder.
8. Any pollution incident shall be immediately reported by the Contractor to the Environment Agency. Contact telephone number: 0800 80 70 60 (24 hours). The Contractor’s workforce and any Sub-contractors should be made aware of the emergency telephone number. If contamination or pollution occurs inform Employer immediately

***Nuisance***

1. Duty to prevent nuisance from smoke, dust, rubbish, vermin and other causes.
2. The Contractor shall furnish such information as may be requested by the Parish Council in relation to noise levels emitted by constructional plant.
3. The Contractor shall arrange the Works so as to minimise noise pollution to properties in the vicinity of the Site.

***Asbestos containing Material***

1. Prevent hazardous build-up of surface water on site, in excavations and to surrounding areas and roads.
2. Duty to report immediately and in relation to suspected materials discovered during execution of the Works:
3. Do not disturb
4. Agree methods for safe removal or encapsulation

***Dangerous or Hazardous Substances***

1. Duty to report immediately and in relation to suspected materials discovered during execution of the Works.
2. Do not disturb
3. Agree methods for safe removal or encapsulation
4. Prior to construction (and not at the tender stage) the Contractor shall demonstrate in a written Method Statement his proposals to minimise environmental impact and satisfy the following requirements:

* Avoidance of pollution of any waters, (surface or underground);
* Avoidance of pollution of any land;
* Preservation of flora and fauna;
* Avoidance of nuisance of sounds, vibrations and dust

***Antiquities***

1. Duty to report immediately any fossils, antiquities and other objects of interest or value discovered during execution of the Works. The Contractor shall halt the Works and inform the Council should any unexpected items be uncovered on the Site by the Contractor. If the Parish Council deems it necessary to request an Archaeologist to visit the Site before the Works can re-commence then the Contractor should cooperate with the Archaeologist and allow access to the Site for them to carry out their activities.
2. Keep objects in the exact position and condition in which they were found.

***Fire Prevention***

1. Duty to prevent personal injury or death, and damage to the Works or other property from fire.
2. Comply with Joint Code of Practice “Fire Prevention on Construction Sites” published by the Construction Confederation and the Fire Protection Association (The Joint Fire Code).
3. Burning on Site is not permitted.

***Moisture***

1. Prevent wetness or dampness where this may cause damage to the Works.
2. Control humidity and the application of heat to prevent:
   1. Blistering and failure of adhesion
   2. Damage due to trapped moisture
   3. Excessive Movement

***Waste***

1. Includes: Rubbish, debris, spoil, surplus material, containers and packaging.
2. Minimise production, Prevent accumulations. Keep the site Works clean and tidy.
3. Collect and store waste in suitable containers. Remove frequently and dispose off-site in a safe and competent manger;
   1. Non-hazardous material: in a manner approved by the Waste Regulation Authority
   2. Hazardous Material: As directed by the Waste Regulation Authority and in accordance with relevant regulations.
4. Recyclable material: Sort and dispose at a Materials Recycling Facility approved by the Waste Regulation Authority.
5. Remove rubbish, dirt and residues before closing in voids and cavities in the construction.
6. Retain waste transfer documentation on Site.

***Invasive Species***

1. Prevent the spread of species (e.g. plants or animals) that may adversely affect the site of Works economically, environmentally or ecologically.
2. Report immediately any suspected invasive species discovered during execution of the Works economically, environmentally or ecologically.
3. Report immediately any suspected invasive species discovered during execution of the Works
4. Do not disturb
5. Agree methods for safe eradication or removal

***Existing Services***

1. Notify all services authorities, statutory undertakers and / or adjacent owners of proposed works not less than one week before commencing site operations.
2. Before starting work, check and mark positions of utilities / services. Where positions are not shown on drawings obtain relevant details from service authorities, statutory undertakers or other owners.
3. The Contractor is responsible for ensuring buried services are not damaged or disrupted.
4. Work adjacent to services:
   1. Comply with service authority’s / statutory undertaker’s recommendations
   2. Adequately protect, and prevent damage to services: Do not interfere with their operation without consent of service authority’s / statutory undertakers or other owners
5. In identifying services:
6. Below ground: Use signboards, giving type and depth;
7. Overhead: Use headroom markers
8. If any damage to services result from the execution of the Works:
9. Immediately give notice and notify appropriate service authority / statutory undertaker
10. Make arrangements for the work to be made good without delay to the satisfaction of the service authority / statutory undertaker or other owner as appropriate
11. Any measures taken to deal with an emergency will not affect the extent of the Contractor’s liability
12. Replace marker tapes or protective covers if disturbed during site operations, to service authority’s / statutory undertakers recommendations.

***Roads and Footpaths***

1. Maintain roads and footpaths within and adjacent to the site and keep clear of mud and debris.
2. Make good damage caused by site specific traffic or otherwise consequent upon the Works to the satisfaction of the Employer, Local Authority or the owner.
3. The condition of all roads and footpaths, either public or privately owned, which are to be used as access to the site shall be inspected and recorded by the Contractor and agreed with the Parish Council before the construction commences. The Contractor shall repair all such roads and footpaths upon Completion to a condition at least as good as before the work commenced.
4. The Contractor shall satisfy himself of the adequacy of the Site access for his intended method of construction and equipment, and, where deemed necessary, provide any additional protection or temporary measures.
5. Any vehicular access must be undertaken using a banksman as access points are used by or are near to pedestrian footpaths.
6. Access to the Site shall be managed by the Contractor to avoid undue disturbance to the properties in the vicinity of the Site. The Contractor shall confine his access on the Site to the areas where works are required and on routes agreed with the Council.
7. Footpaths adjacent to the Site shall remain open for the duration of works.
8. Sufficient Site signage must be provided to ensure safe operation of the Site.
9. All construction plant shall be cleaned before entering the Site.

***Existing topsoil / sub soil***

1. Prevent over compaction of existing topsoil and subsoil in those areas which may be damaged by construction traffic, parking of vehicles, temporary site accommodation or storage of materials and which will require reinstatement prior to completion of the Works.
2. Before starting work submit proposals for protective measures.

***Retained Trees / Shrubs / Grassed Areas***

1. Preserve and prevent damage, except those not required.
2. Mature trees and shrubs if uprooted, destroyed, damaged beyond reasonable chance of survival in their original shape, as a consequence of the Contractor’s negligence must be replaced with those of a similar type and age at the Contractor’s expense.

***Retained Trees***

1. Protected area and unless agreed otherwise do not:
   1. Dump spoil or rubbish, excavate or disturb topsoil, park vehicles or plant, store materials or place temporarily accommodation within an area which is larger of the branch spread of the tree or an area with a radius of half the tree’s height, measured from the trunk
   2. Sever roots exceeding 25mm in diameter, if unintentionally severed give notice and seek advice
   3. Change level of ground within an area 3m beyond branch spread.

***Existing Features***

1. Prevent damage to existing footpaths, buildings, fences, gates, walls, roads, paved areas and other site features, which are to remain in position during execution of the Works.

***Existing Work***

1. Prevent damage to existing work, structures or other property during the course of the work.
2. Removal of minimum amount necessary and replacement work to match existing.

***Existing Structures***

1. Check proposed methods of work for effects on adjacent structures inside and outside the site boundary.
2. During execution of the Works:
   1. Provide and maintain all incidental shoring, needling and other supports as may be necessary to preserve stability of existing structures on the site or adjoining, that may be endangered or affected by the Works
   2. Do not remove until work is strong enough to support existing structure
   3. Prevent overstressing of competed work when removing supports

***Materials for Recycling / Reuse***

1. Sort and prevent damage to stated products or materials, clean off bedding and jointing materials and other contaminants.
2. Give notice and details of intended siting. Stack neatly and protect until required by the Employer or for use in the Works as instructed. Alter, adapt and move as necessary. Remove when no longer required and make good.

***Use or Disposal of Materials***

1. Appropriate disposal off-site.

***Working Hours***

1. Specific Limitations:
   1. Mon – Fri 8 am – 5 pm
   2. Sat 8am – 1 pm
   3. Sun & Bank Holiday: Prohibited

***Temporary Accommodation***

1. Submit proposals for temporary accommodation and storage for the Works two weeks prior to starting on site.
2. Include details of type of accommodation and storage, its siting and the programme for site installation and removal.

***The Site Manual***

1. The Site Manual is the responsibility of the Contractor.
2. Obtain and provide comprehensive information for owners and users of the completed Works. Include an overview of the main design principles and describe key components and systems within the finished Works, so affording a complete understanding of the Works, to enable efficient and safe operation and maintenance.
3. One copy must be provided to the Contract Administrator by the date of completion.
4. The Manual must include:
   1. Details of the site, the parties, operational requirements and constraints of a general nature
   2. Design criteria, maintenance details, product details, and environmental and trafficking conditions of equipment and surfacing
   3. Guarantees, warranties, maintenance agreements, test certificates and reports
5. The format of the Manual should be A4 size, plastics covered, loose leaf, four ring binders with hard covers, each indexed, divided and appropriately cover titled.
6. Where larger than A4, selected drawings needed to illustrate or locate items mentioned in the Manual should be folded and accommodated in the binders so that they may be unfolded without being detached from the rings. The main sets of as-built drawings may form annexes to the Manual.

***Installation Safety Report***

1. Obtain and provide an Independent Post Installation Safety Report and provide one copy to the Contract Administrator no later than Occupation.

END OF TERMS & CONDITIONS

Appendix I - Tender Response Document

1. SUITABILITY QUESTIONNAIRE

Notes for Completion

1. This Suitability Questionnaire has been designed to assess the suitability of a Supplier to deliver the Laverstock and Ford Parish Council’s (the Parish Council) contract requirement (s). If you pass this suitability assessment, your tender will be assessed.
2. “You” / “Your” or “Supplier” means the body completing these questions i.e. the legal entity seeking to be invited to the next stage of the procurement process and responsible for the information provided. The “Supplier” is intended to cover any economic operator as defined by the Public Contract Regulations 2015 and could be a registered company; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Whilst reserving the right to request information at any time throughout the procurement process, the Parish Council may enable the Supplier to self-certify that there are no mandatory / discretionary grounds for excluding their organisation. When requesting evidence that the supplier can meet the specified requirements (such as the questions in section 7 of this Suitability Questionnaire relating to Technical and Professional Ability) the Parish Council may only obtain such evidence after the final tender evaluation decision i.e. from the winning Supplier only.
4. Please ensure that all questions are completed in full, and in the format requested. Failure to do so may result in your submission being disqualified. If the question does not apply to you, please state clearly ‘N/A’.
5. Please refer to the Invitation to Tender (ITT) for details of the Evaluation Scheme for this Suitability Questionnaire.

**Sub – contracting Arrangements**

1. Where the Supplier proposes to use one or more sub-contractors to deliver some or all of the contract requirements, a separate Appendix should be used to provide details of the proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for. However, it must be understood that the main company that this contract is awarded to is responsible for the completion of the project and any short falls including any additional costs that arise during completion of the project.

The Parish Council recognises that arrangements in relation to sub-contracting may be subject to future change and may not be finalised until a later date. However, Suppliers should be aware that where information provided to the Parish Council indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the Supplier to proceed with the procurement process or to provide the supplies and / or services required. Suppliers should therefore notify the authority immediately of any change in the proposed sub-contractor arrangements. The Parish Council reserves the right to deselect the Supplier prior to any award of contract, based on an assessment of the updated information.

**Confidentiality**

1. When providing details of contracts in answering section 6 of this Suitability Questionnaire (Technical and Professional Ability), the Supplier agrees to waive any contractual or other confidentiality rights and obligations associated with these contracts.
2. The Parish Council reserves the right to contact the named customer contact in section 6 regarding the contracts included in section 6. The named customer contact does not owe the Parish Council any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.
3. The Parish Council confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and / or contracting authorities defined by the Public Contract Regulations.
4. **Supplier Information**

|  |  |
| --- | --- |
| * 1. **Supplier Details** | **Answer** |
| 1.1.1 Full name of the Supplier completing the Suitability Questionnaire |  |
| 1.1.2 Registered company address |  |
| 1.1.3 Registered company number |  |
| 1.1.4 Registered charity number |  |
| 1.1.5 Registered VAT number |  |
| 1.1.6 Name and registered office address of immediate parent company |  |
| 1.1.7 Name and registered office address of ultimate parent company |  |
| 1.1.8 Please mark ‘X’ in the relevant box to indicate your trading status | i. a public limited company Yes  No  ii. a limited company Yes  No  iii. a limited liability company Yes  No  iv. other partnership Yes  No  v. sole trader Yes  No  vi. other (please specify) Yes  No |
| 1.1.9 Please mark ‘X’ in the relevant boxes to indicate whether any of the following classifications apply to you | a. Voluntary, Community and Social Yes  No  Enterprise (VCSE)  b. Small or Medium Enterprise (SME) Yes  No  c. Sheltered workshop Yes  No  d. Public service mutual Yes  No |

|  |  |
| --- | --- |
| 1.2 Bidding model |  |
| Please mark ‘X’ in the relevant box to indicate whether you are; |  |
| * + 1. Bidding as a Prime Contractor and will deliver 100%   of the key contract deliverables, yourself | Yes  No |
| * + 1. Bidding as a Prime Contractor and will use third parties to deliver some   of the services  If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for. | Yes  No |
| * + 1. Bidding as Prime Contractor but will operate as a Managing Agent and will use third   Parties to deliver all of the services  If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for. | Yes  No |

|  |  |
| --- | --- |
| 1.3 Contact details | |
| Supplier contact details for enquiries about this Suitability Questionnaire | |
| 1.3.1 Name and Role in Organisation |  |
| 1.3.2 Postal address |  |
| 1.3.3 Country |  |
| 1.3.4 Phone |  |
| 1.3.5 Mobile |  |
| 1.3.6 E-mail |  |

|  |  |
| --- | --- |
| 1.4 Licensing and registration (please mark ‘X’ in the relevant box) |  |
| 1.4.1.a Registration with a professional body  If applicable, is your business registered with the appropriate trade or professional  register (s) in the EU member state where it is established (as set out in Annex XI of  directive 2014 / 24 / EU) under the conditions laid down by that member state).  1.4.1.b If Yes, please provide details and the registration number in this box. | Yes  No |
| 1.4.2.a Is it a legal requirement in the state where you are established for you to be licensed or a member of a relevant organisation in order to provide the requirement in this  procurement? | Yes  No |
| 1.4.2.b If Yes, please provide additional details within this box of what is required and confirmation that you have complied with this. | |

1. **Technical and Professional Ability**

|  |  |  |  |
| --- | --- | --- | --- |
| Relevant experience and contract examples | | | |
| Please provide details of up to three contracts, in any combination from either the public or private sector that are relevant to the Parish Council’s requirement. Contracts for supplies or services should have been performed during the past three years and are of similar value to the amount featured in the tender specification document.  The named customer contact provided should be prepared to provide written evidence to the Authority 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 (e.g. the consortium is newly formed or a Special Purpose Vehicle will be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).  Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the principal intended provider (s) or sub-contractor(s) who will deliver the supplies and services. | | | |
|  | Contract 1 | Contract 2 | Contract 3 |
| 2.1 Name of customer organisation |  |  |  |
| 2.2.1 Point of contact in customer organisation  2.2.2 Position in the organisation  2.2.3 E-mail address |  |  |  |
| 2.3.1 Contract start date  2.3.2 Contract completion date  2.3.3 Estimated Contract Value |  |  |  |
| 2.4 In no more than 500 words, please provide a brief description of the contract delivered including evidence as to your technical capability in this market. Please provide this information at Appendix II Relevant Experience |  |  |  |
| 2.5 If you cannot provide at least one example for questions 2.1 to 2.4, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up. See Appendix II Relevant Experience | | | |

1. **Additional Suitability Questionnaire modules**

Suppliers who self-certify that they meet the requirements for these additional modules will be required to provide evidence of this if they are successful at contract award stage. Please indicate your answer by marking ‘X’ in the relevant boxes.

* 1. Project specific questions to assess Technical and Professional Ability

|  |  |
| --- | --- |
| The following project specific questions will help to assess your technical and professional ability to carry out the service or works, or supply the goods requested in this tender. | |
| 3.1.1 Does all equipment supplied conform to BSEN 1176, BSEN 1177 and BSEN14974? | Yes  No |
| 3.1.2 Please indicate with an ‘X’ in the relevant box, that you have enclosed copies of the warranties relating to all the equipment included on your design. | Yes  No |

3.2 Insurance

|  |  |
| --- | --- |
| Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract the levels of insurance cover indicated below:  3.2.1 Employer’s (Compulsory) Liability Insurance = £10,000,000  3.2.2 Public Liability Insurance = £5,000,000  3.2.3 Professional Indemnity Insurance = £ n/a  3.2.4 Product Liability Insurance = £5,000,000  It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.  Wherever possible copies should be provided within the tender response. | Yes  No  Yes  No  Yes  No  Yes  No |

1. **Compliance with equality legislation**

|  |  |
| --- | --- |
| For organisations working outside of the UK please refer to equivalent legislation in the country that you are located | |
| 3.3.1.a In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)? | Yes  No |
| 3.3.1.b In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination? | Yes  No |
| 3.3.1.c If you have answered “yes” to one or both of the questions in this module, please provide, as separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.  If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.  You may be excluded if you are unable to demonstrate to the Parish Council’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring. |  |
| 3.3.2 If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations? | Yes  No |

1. Environmental Management

|  |  |
| --- | --- |
| 3.4.1.a Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)? | Yes  No |
| 3.4.1.b If your answer to the question is “Yes”, please provide details in a separate Appendix of the conviction or notice and details of any remedial action or change you have made as a result of conviction or notices served.  The Parish Council will not select bidder (s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the Parish Council is satisfied that appropriate remedial action has been taken to prevent future occurrences / breaches. |  |
| 3.4.2 If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation? | Yes  No |
| 3.4.3 Please provide copies of your Environmental Policies that comply with current legislative requirements. |  |
|  |  |

1. Health and Safety

|  |  |
| --- | --- |
| 3.5.1 Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements. | Yes  No |
| 3.5.2.a Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement / remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years? | Yes  No |
| 3.5.2.b If your answer to this question was “Yes”, please provide details in a separate Appendix of any enforcement / remedial orders served and give details of any remedial action or changes to procedures you have made as a result.  The Parish Council will exclude bidder (s) that have been in receipt of enforcement / remedial action orders unless the bidder (s) can demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches. | Yes  No |
| 3.5.3 If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations? | Yes  No |
| 3.5.4 As part of the completion process of this project please indicate that you are happy to organise an RPII inspection and will forward all documentation to Parish Council | Yes  No |

4. **Declaration**

|  |  |
| --- | --- |
| I declare that to the best of my knowledge the answers submitted to these questions are correct. 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, and I am signing on behalf of  (Insert name of supplier here)  I understand that the Authority may reject my submission if there is a failure to answer all relevant questions fully or if I provide false / misleading information. I have provided a full list of any Appendices used to provide additional information in response to questions.  I also declare that there is no conflict of interest in relation to the Authority’s requirement.  The following Appendices form part of our submission: | |
| Section of Suitability Questionnaire | Appendix No. |
|  |  |
|  |  |

|  |  |
| --- | --- |
| **SUITABILITY QUESTIONNAIRE COMPLETED BY** | |
| 4.1.1 Name |  |
| 4.1.2 Role in organisation |  |
| 4.1.3 Date |  |
| 4.1.4 Signature |  |

|  |
| --- |
| **Suitability Questionnaire – Appendix I** |
| Suitability Questionnaire Section 2 – Technical and Professional Ability – Relevant Experience and Contract Examples  Question Number 2.1. Contracts 1, 2 and 3 |
| **Contract 1:** Word limit: 500 words  In no more than 500 words, please provide a brief description of the contract delivered including evidence as to your technical capability in this market |
| **Answer:** |

|  |
| --- |
| **Contract 2**: Word limit: 500 words  In no more than 500 words, please provide a brief description of the contract delivered including evidence as to your technical capability in this market |
| **Answer**: |
| **Contract 3:**  In no more than 500 words, please provide a brief description of the contract delivered including evidence as to your technical capability in this market |
| **Answer:** |
|  |

|  |
| --- |
| **Suitability Questionnaire, Section 2 – Technical and Professional Ability – Relevant Experience and Contract Examples**  **Question Number 2** |
| **If you cannot provide at least one example for questions 2.1 to 2.4, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up** |
| **Answer:** |

**TENDER SUBMISSION**

**Please note that only those organisations which pass the Suitability Questionnaire will have their Tender submissions evaluated.**

Please see ITT for details on how responses will be evaluated.

QUALITY

|  |
| --- |
| Equipment/Materials |
| **Question 1:**  Word limit: 1 A4 page  **User Consultation/Site Analysis** - Please indicate how you plan to consult with the users and residents and how the findings of this consultation along with the landscape setting of the site will be factored into the final design and work programme. |
| **Answer:** |

|  |
| --- |
| Equipment/Materials |
| **Question 2:**  **Design.** You are required to provide relevant diagrams, illustrations, photographs or other media of the equipment you propose to supply and install. This information will be viewed by the Evaluation Panel to assess and score your proposed preliminary design. Please do not include company or other identifying logos on your drawings. All drawings must not exceed size A0 |
| **Answer:**  Please list all relevant material has been included with your submission (e.g. drawing references). |

|  |
| --- |
| **Question 3:**  **Design** **Specification** – In no more than one side of A4, please describe how your preliminary design fulfils the criteria set out in the Specification document. Please be exact in what work you are proposing to carry out. |
| **Answer:** |

|  |
| --- |
| **Question 3a:**  **Design Specification.** Please list each piece of equipment giving height, width, depth and primary materials used in construction. (please give metric measurements) Please also indicate surfaces that will be used. |
| **Answer:**  **Equipment Details** |

|  |
| --- |
| Equipment/Materials |
| **Question 4:**  **After Care & Spare Parts.** In a detailed ongoing maintenance scheme please confirm the aftercare service being offered and the availability of spare parts taking into consideration the product production lifecycle of the proposed installation? |
| **Answer:** |

|  |
| --- |
| Equipment/Materials |
| **Question 5:**  **Play Value**. Please describe the development value that users will experience from each of the proposed features once installed, including any social experiences? |
| **Answer:** |

|  |
| --- |
| Installation |
| **Question 6:**  **Programme of works**. In no more than one side of A4, please describe your programme of work to supply and install the equipment and the timetable and timescale for the works, including any key milestones, such as ordering equipment, site preparation/landscaping, installation date / period, snagging and also any barriers or risks to completion within your timescale. Please be mindful that work must be completed by 28th June 2021. |
| **Answer:** |

|  |
| --- |
| Installation |
| **Question 7:**  **Skills & Experience**. Please include an organogram of the management team including sub-contractors and in no more than one side of A4, please describe briefly the skills, qualifications and experience of the workforce (including sub-contractors) and management that will actually carry out the installation works. (Please explain any essential acronyms) |
| **Answer:** |

|  |
| --- |
| Installation |
| **Question 8**:  **Safety management**. In no more than one side of A4, please describe the practical steps you will take to ensure the safety of the public and your workforce during the installation work. |
| **Answer:** |

**PRICE**

**Please complete the following Pricing Schedule, ensuring that you have provided a cost in each of the relevant boxes and please complete the Price Breakdown below and list all your costs. All prices quoted should exclude VAT.**

**Please note the total of all your additional costs must be identified and inserted in row C of the table below, additional costs which are not identified at this stage cannot be charged or during the Contract Term unless by the express agreement of the Parish Council.**

|  |  |
| --- | --- |
| **Cost Area** | **Price** |
| **A Consultation and Site Analysis** |  |
| **B Equipment/materials** |  |
| **C Installation** |  |
| **D Additional costs** |  |
| **Total** |  |

Please complete the Price Breakdown below and include the cost of each item of equipment/feature, your installation costs – including labour, materials, skip hire/licences and so on as appropriate – and also any additional costs.

All your costs for the contract must be included in your tender – any costs which are not included will not be met by the Council.

Please add or remove rows to/from the Price Breakdown table as necessary.

Please note that as the available funding for this contract is fixed, we are not seeking competitive bids on the basis of price rather we are seeking your price breakdown to demonstrate how you will maximise the available funding (£60,000).

**Annual Maintenance costs**

Please declare any costs associated with the annual maintenance of the installed equipment.

Price Breakdown:

|  |  |  |
| --- | --- | --- |
| Design and Site Analysis: | Item: | £ |
|  |  |  |
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|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  | Sub-total | £ |
| Equipment & Materials: | Item: |  |
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|  |  |  |
|  |  |  |
|  | Sub-total | £ |
| Installation | Item: |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  | Sub-total | £ |
| Additional costs | Item: |  |
|  |  |  |
|  |  |  |
|  | Sub-total | £ |
|  | Grand Total | £ |

**Annual Maintenance costs**

|  |  |  |
| --- | --- | --- |
|  | **Item** | **£** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**ANNEX 1: FORM OF TENDER**

**Date: ………………………………………………………**

**Tender for Old Sarum Skatepark**

I / We the undersigned, hereby tender and offer to provide the Contract as listed above which is more particularly referred to in the Invitation to Tender supplied to me / us for the purpose of tendering for the provision of the Contract and upon the terms thereof.

I / We undertake in the event of acceptance of our Tender to execute the Contract within 30 business days of such acceptance and if required in the interim provide the Contract in accordance with the Contract if necessary.

I / We understand that the Parish Council reserves the right to accept or refuse this Tender whether it is lower, the same, or higher than any other Tender.

I / We confirm that the information supplied to you and forming part of this Tender including (for the avoidance of doubt) any information supplied to you as part of my / out initial expression of interest in tendering, was true when made and remains true and accurate in all respects.

I / We confirm that this Tender will remain valid for 6 months from the date of this Form of Tender.

I / We confirm and undertake that if any of such information becomes untrue or misleading that I / we shall notify you immediately and update such information as required.

I / We confirm that the undersigned are authorised to commit the Bidder to the contractual obligations contained in the Invitation to Tender and the Contract.

Signed by:

Name……………………..

Position…………………….

Name……………………….

Position………………………..

For and on behalf of

…………………………………………………………………………………………..(Bidder)

**Annex 2: Collusive Tendering Certificate**

We certify that this is a bona fide tender, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done so and we undertake that we will not do so at any time before the hour and date specified for the return of this tender any of the following acts:

1. Communicating to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender;
2. Entering into agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted;
3. Offering or paying or giving or agreeing to any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation of any tender or proposed tender for that said work or thing of any sort described above.

In this certificate, the word ‘person’ includes any persons and any body, association, corporate or unincorporated; and ‘any agreement or arrangement’ includes any such transaction, formal or informal, whether legally binding or not.

**SIGNED: ……………………………………………………………………….**

**NAME: …………………………………………………………………**

**ON BEHALF OF: ………………………………………………………….**

**DATE: …………………………………………………………….**

### APPENDIX 2

**Location Plans**

**LAVERSTOCK AND FORD BMX/SKATEPARK**

A picture containing text, map

Description automatically generatedA close up of a map

Description automatically generated