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**Invitation to Tender**

**Flowers Park Play Equipment, Outdoor Trim Trail, Estate Fencing, Footpaths & Associated LandscapingTender**

**TENDER RETURNS SCHEDULES – PART C**

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**OCTOBER 2020**

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**West Bletchley Council**

**221 Whaddon Way**

**Bletchley**

**Milton Keynes**

**MK3 7DZ**

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**SCHEDULE FOUR**

**Supplier identity and contact information**

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| --- | --- | --- |
| Information Required | Description of information required;. | |
| Name of legal entity or sole-trader | Unique name of legal entity or name of individual |  |
| Registered office address | Address line 1 |  |
| Address line 2 |  |
| Address line 3 |  |
| Town |  |
| County |  |
| Post code |  |
| Contact details for enquiries | Name |  |
| Job title |  |
| e-mail |  |
| Telephone number |  |
| Mobile Number |  |
| Address line 1 |  |
| Address line 2 |  |
| Address line 3 |  |
| Town |  |
| County |  |
| Post code |  |
| Registration number if registered with Companies House or equivalent | Registration number with Companies House |  |
| Registration number with equivalent body |  |
| Charity registration number |  |  |
| Are you a Voluntary, Community or Social Enterprise | *(if YES, specify type)* |  |
| VAT registration number |  |  |
| Name of immediate parent company |  |  |
| Name of ultimate parent company |  |  |
| Type of organisation | *e.g. PLC, limited company, LLP, Other partnership, sole trader, Other (please specify)* |  |
| Number of employees in your organisation |  |  |

**SCHEDULE FIVE**

**FORM OF TENDER**

**WEST BLETCHLEY COUNCIL**

###### FORM OF TENDER

**Flowers Park Play Equipment, Outdoor Trim Trail, Estate Fencing, Footpaths & Landscaping Tender**

To: West Bletchley Council

221 Whaddon Way

Bletchley

Milton Keynes

MK3 7DZ

I/We having read all of the Tender Documents, offer to carry out the Service in conformity therewith from the agreed date in 2021 for:

**The provision of Flowers Park Play Equipment, Outdoor Trim Trail, Estate Fencing, Footpaths & Landscaping as charged in accordance with the Pricing Schedule.**

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| --- | --- |
| Price |  |
| Payment Terms |  |

In the event of your acceptance of my/our Tender, I/we undertake to execute with you a form of contract if and when called upon to do so. I/we agree that until such time as a formal contract is executed by the parties this Tender together with the Council’s written acceptance thereof shall constitute a binding agreement and shall be enforceable as a contract.

I/we confirm that this is a Firm Price Tender.

I/we further agree that this Tender will remain open for consideration for two months.

I/we understand that the lowest or any Tender will not necessarily be accepted and that the Council will not be responsible for any expenses or other liabilities incurred in submitting my/our Tender.

|  |  |
| --- | --- |
| Name of Company |  |
| Registered Address of Company |  |
| Date |  |
| Signed |  |
| Position in the Firm or Company |  |

**SCHEDULE SIX**

**RESPONSE TO EVALUATION CRITERIA AND PRICING SCHEDULE**

**Tenderers should use this area to set out their proposals and clearly identify the evidence from their proposals against each element of evaluation criteria/sub heading as set out in the award criteria in the Introduction & Instructions document and the Specification in Schedule 1.**

**(To be completed using the evaluation criteria listed in the Part A Document)**

Minimum Criteria/Technical Ability Question.

1. Provide relevant Health & Safety accreditations and records for supply and installation of the equipment and surfacing.
2. Provide a statement confirming that each piece of play and trim trail equipment complies with EN1776 for the manufacture and installation of play equipment.
3. Provide a statement confirming that the surfacing at each location complies with EN 1177 impact attenuation for safer surfacing.

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**Functional & Technical Compliance**

1. Please provide a method statement and programme setting out how you intend to meet the specified requirements for the term of this contract and how you intend to construct the project to a high quality, including details of warranties provided.
2. Provide details of experience of similar projects undertaken including a minimum of two references and contact details. Please describe the key outcomes to the successful delivery of the project.
3. Provide a statement which includes evidence of how you ensure that any subcontractors are suitably qualified and competent

Use additional sheets or attachments if required.

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**Design**

1. Provide your design proposals for the 0-8 years play area and trim trail and how these meet the specification in terms of play value, durability and guarantee. You may supply more than one design if you wish. (For evaluation purposes the Council will choose its favourite design from those you have submitted to be scored as part of your evaluation.) Please highlight the benefit of any additional features offered.
2. Provide a statement to confirm that the main framework of equipment is constructed from stainless steel or galvanised steel.

Use additional sheets or attachments if required.

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**Health and Safety**

1. Provide a robust method statement for the installation. This should include:

* How you will ensure that the installation will be compliant with Health & Safety Regulations at all times to ensure public and workforce safety throughout the term of the project.
* Evidence of Safe systems of work
* Risk Assessments
* Please clarify the certification processes you will carry out and the documents that you will provide as evidence once the installation has been completed.

Use additional sheets or attachments if required.

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**Environmental practices**

1. Provide evidence of environmental practices i.e. evidence of sustainability

Use additional sheets or attachments if required.

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**SCHEDULE SEVEN**

**NON-COLLUSIVE TENDERING CERTIFICATE**

In recognition of the principle that the essence of selective tendering is that the client shall receive bona fide competitive Tenders from all those tendering WE CERTIFY THAT:

1. The tender submitted herewith is a bona fide Tender intended to be competitive.
2. We have not fixed or adjusted the amount of the Tender under or in accordance with any agreement or arrangement with any other person.
3. We have not done and we undertake that we will not do at any time before the hour and date specified for the return of the Tender any of the following acts:
   1. Communicate to any person other than representatives of the West Bletchley Council the amount or approximate amount of the proposed Tender (except where disclosure in confidence of the approximate amount of the Tender was essential to obtain insurance premium quotations or Bond required for the preparation of the Tender);
   2. Entering into any 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 pay or give 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 to any other Tender or proposed tender any act or thing described in this Certificate.

In this Certificate:

1. “Person” includes any person and anybody or association whether in-corporated or un-incorporated;
2. “Any agreement or arrangement” includes any transaction described above formal or informal and whether legally binding or not.

Dated this day of 2020

(Signed) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

duly authorised to sign

for and on behalf of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SCHEDULE EIGHT**

**CONTRACTORS TERMS AND CONDITIONS AGREEMENT FORM**

Specimen Form of Agreement and the Council’s Terms and Conditions are included within the return schedules (2) and (3).

Please sign at the bottom of this form if you agree to Schedules (2) and (3) being used in this contract.

If you would like to suggest any minor alterations to schedules (2) and (3) then please use the space below to state them. By submitting any alterations with your Tender does not mean that the Council accepts these alterations or that they will be reviewed as part of your proposal. However, no post Tender negotiations on the contract terms and conditions will be allowed.

**Requests for substantial alterations will be regarded as unacceptable, and your bid may be rejected if it is considered that the alterations:**

* **renders the contract materially different from the initial Tender documents; or**
* **introduces conditions that would have altered additional or other participants; or**
* **changes the economic balance of the contract in the favour of the contractor.**

Failure to sign this section of the returns schedules will be deemed that you have agreed to schedules (2) and (3).

Name

Sign

Title

Date

**Contractor’s suggested alterations to The Council’s Terms and Conditions of Contract**

**SCHEDULE NINE**

***Please fill in this form and submit a letter from your broker confirming your insurance cover values.***

**WEST BLETCHLEY COUNCIL’S INSURANCE REQUIREMENTS**

**Sums Insured**

In respect of insurances required the insurance cover shall be not less than:

Public Liability Insurance - FIVE MILLION POUNDS

Employer’s Liability Insurance - TEN MILLION POUNDS

Such insurances to be held in respect of any one claim or such greater sum as the Contractor may choose and his insurance policy effecting such cover shall have the interest of the Council endorsed thereon or shall otherwise expressly by its terms confer its benefits upon the Council.

The insurances required must be maintained in force for the entire Contract Period. If any policies are renewed/replaced during the contract period, you are required to provide evidence of your new policy document to the monitoring officer.

**Insurer to Indemnify the Council**

In respect of the insurances required the terms shall include a provision that in the event of any claim being brought or made against the Council in respect of which the Contractor would be entitled to be indemnified under the policy, the insurer will indemnify the Council against such claim and any costs, charges and expenses in respect thereof, including, but not limited to, the costs of Council officers’ time, in terms of supervision and administration, and overheads.

**For Contract:**

**Please complete the following insurance details**

**Public Liability Insurance**

Public Liability Policy Number ......................................................

Value of Insurance Cover .............................................................

Evidence of this policy must be enclosed with your tender submission

**Employers’ Liability Insurance**

Employers Liability Policy Number ...............................................

Value of Insurance Cover .............................................................

Evidence of this policy must be enclosed with your tender submission