

Invitation to Quote

Lightwater Playground

Issued By:

Windlesham Parish Council
The Council Offices
The Avenue
Lightwater
GU18 5RG

Telephone: 01276 471675

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* The following words are used throughout this document:

- **“Contractor”** to mean the successful quote submission who will complete the construction of the project
- **“Council”** to mean the representative of Windlesham Parish Council who has commissioned and is responsible for the project.
- **“Works”** to mean the works described in the form of contract and shown upon or described or referred to in the contract documents.

Tender Timetable

This timetable is indicative only. The Council reserves the right to change it at its discretion.

| Stage | Date(s)/Time |
|---|--|
| Issue of Invitation to Tender | 2 nd December 2022 |
| Site Visits with a Council Representative | 12 th -13 th December 2022 12pm-2pm (30-minute slots by prior arrangement) |
| Deadline for clarification questions | 6 th January 2023 |
| Tender Submission Deadline | 20 th January 2023 |
| Drawings Hard Copy Submission | 20 th January 2023 |
| Evaluation of Tenders- 3 quotes to go forward to consultation phase | 31 st January 2023 |
| Public consultation of 3 designs | 6 th – 10 th February 2023 |
| Expected Award Date | To be confirmed |
| Contract Commencement (guide only) | April 2023 |

SECTION 1 - GENERAL CONDITIONS & PRELIMINARIES

Project Particulars: Windlesham Parish Council is seeking Invitations to Quote from suitably qualified contractors to replace an existing playground, which is located on Lightwater Recreation Ground, Broadway Road, Lightwater, GU18 5SJ

The Project: Lightwater playground is an established play facility situated in Lightwater, Surrey and is well used by children of all ages in the local area, but in particular from ages 2-10 years.

- Replacement of playground
- Installation of new wet pour safety surfacing
- Re paint existing fence and gate

Timescale for completing the Works: It is a requirement that installation of the successful scheme will be completed by no later than May 2023.

Financial Aspects of the Contract: The Council expects the total value of the contract not to exceed £35,000 (excluding VAT).

Name of Authority: Windlesham Parish Council

Address: The Council Offices, The Avenue, Lightwater, Surrey, GU18 5RG

Tel: 01276 471675

Name of Contact: Sarah Wakefield, Assistant Clerk

Address: Windlesham Parish Council, The Council Offices, The Avenue, Lightwater, Surrey, GU18 5RG

Tel: 01276 471675

Email: clerk@windleshampc.gov.uk

Quote and Contract documents:

The quotation process for this project is to be managed by Windlesham Parish Council including the quote evaluation and scheme selection.

Quotation Drawings: Refer Appendix A

NB. Contractors will be responsible for verifying any dimensions provided in this document. No responsibility will be accepted by the Council for any inaccuracies in the measurements shown on the site plan provided.

Planning Permission:

The replacement of equipment will be within the existing footprint of the playground so planning permission will not be required, the only limitation is that the height of installed equipment must not exceed 4m (and cubic capacity of 200m³).

The Site: (This section includes details of the site and existing facility)

The existing layout of the site is detailed on drawing Appendix A, but for ease of reference the basic dimensions of the existing playground measures approximately 193 square meters. However, the available

area for the installation of new equipment will need to be measured correctly and the Contractor will be responsible for this and ensuring all design proposals correctly fit the area available.

It is the responsibility of the Contractor to undertake a topographical survey to ensure adequate knowledge of the nature of the existing ground, and its bearing capacity. On the award of the contract the successful Contractor will have been deemed to have undertaken any additional site investigations they consider necessary to complete the project. No claims will be accepted for lack of information or inaccuracies in this respect.

Disposal of spoil and arisings:

The Contractor must strictly follow relevant Government regulations and guidelines for the disposal of spoil arising from these Works and be responsible for and any cost incurred in so doing.

Access to the site:

Delivery of materials may be made across the green space. However, it will be the Contractor's responsibility to survey ground conditions & to ascertain suitability of the route. Making good any damage incurred as a result of this action will be at the Contractor's expense.

Working Hours:

The site can be accessed during daylight hours Monday to Friday between 8.00am and 5.30pm. Work outside of these hours will only be permitted by prior permission from the Council.

Car Parking:

To be agreed with the Council.

Use of site:

The site may not be used by the Contractor for any purpose other than carrying out the Works.

Subletting:

Details of any subletting associated with any part of the contract should be stated at the time of quoting. Full details of any sub-contractors must be provided along with confirmation that they will comply with all conditions of this contract and have all the relevant health, safety, insurance, and other relevant documentation.

The Contract Sum:

This a fixed price and will not be subject to any adjustments save only in respect of any provisional or prime cost items or where the Council shall have issued a written change in design instruction.

QUERIES AND RETURN OF QUOTES

The Contractor should treat details of their quotes and any subsequent contract as private and confidential.

Tender to be sent in sealed inner envelopes clearly marker:

“TENDER FOR WINDLESHAM PARISH COUNCIL- LIGHTWATER PLAYGROUND”

Please ensure no other markings bearing your companies name are on the outside of your submission as this could mean that your bid is rejected.

The Contractor should submit 2 x laminated A1 CAD drawings (Artist impressions of how the finished project will appear), 2 x laminated A3 site plans and design information specific to this project in hard copy by 20TH January 2023. Please also provide a high-resolution image of the playground which can be used as part of the consultation process.

The Authorised Contact details are as follows:

Name: Sarah Wakefield
Windlesham Parish Council
The Council Offices
The Avenue
Lightwater
Surrey
GU18 5TG

01276 471675

No approach of any kind should be made to any other persons in connection with the quotes, and the Council may, in its sole discretion, disqualify Bidders who breach this provision.

Tender Queries

The Council is committed to a competitive procurement process in which a level playing field is maintained by the equal availability of information to all the contractors. The Council will respond to individual written requests for clarification or further information from any contractor by way of broadcast circulars to all contractors.

Contractors are encouraged to ensure that they have all the information they deem necessary to compile and submit a clear, concise, comprehensive, and detailed bid. All requests for clarification or further information should be emailed to clerk@windleshampc.gov.uk.

The Council will not guarantee that any requests for clarifying information made within three (3) working days prior to the deadline for receipt of tenders will be answered.

Please note that queries cannot be accepted verbally, nor will any queries be answered verbally.

FREEDOM OF INFORMATION

As part of our duty under the Act, when a Freedom of Information request is received, we may have to disclose information that forms part of your PQQ, tender, quote, bid or associated documentation unless an exemption applies as defined by the Act.

There are, for example, exemptions:

- against disclosing information where that would constitute an actionable breach of confidence
- against disclosing trade secrets
- against disclosing information likely to prejudice any person's commercial interests (and this includes the Council's commercial interests).

The Council will be mindful of the potential commercial risks to you as a prospective supplier and will comply with its obligations of confidentiality where they arise, subject to its legal obligations.

If you consider that any of the information you submit to the Council should not be disclosed because of its sensitivity, then this should be stated with the reason for believing it to be exempt in accordance with the Act. The Council will then, in future, seek to consult with you in considering any Freedom of Information request received, before replying to the request within the mandatory timescales.

It should be noted, however, that disclosure is assumed to be required under the law unless an exemption under the Act can be applied and, subject to the enforcement role of the Information Commissioner, the Council has to make a judgment as to the applicability of any exemption on the basis of all the facts in its possession, including its assessment as to whether there is a public interest in such disclosure.

Provision, Content and Use of Documents

Drawing/literature:

The Contractor should supply 2 x laminated A1 CAD drawings (artist impressions of how the finished project will appear), 2 x laminated A3 site plans and design information specific to this project.

Please also provide a high-resolution image of the playground which can be used as part of the consultation process. Technical literature relating to the materials and equipment to be used should be supplied with the quotation document along with the relevant maintenance instructions, guarantees and work defect maintenance period.

Management of the project:

The Contractor shall allow for all necessary site administration and supervision for the proper execution of the Works. Prior to commencing the Works on site the Contractor shall confirm to the Council the name of the person in charge of the site.

Insurance:

The Contractor shall ensure that the Works and the site are properly protected and secured at all times, including any Works outside the site boundary, and that the Council is indemnified against any claim for loss, damage, theft or the like.

Statutory Regulations:

The Contractor shall allow for complying with any such regulations or requirements concerning pedestrian or vehicular traffic control, the loading and unloading of or waiting by vehicles on the public highway, site ingress and egress, safety precautions and other matters affecting the Works.

Planning Consent & Building Regulations Approval:

The Contractor is to allow for any necessary liaisons with the relevant planning authority, and for complying with any requirements of the planning authority, as advised by the Council at the time of quoting.

Method Statement:

The Contractor shall provide, at the time of quoting, a statement describing their proposed general and detailed arrangements and methods for carrying out the Works.

The Method Statement should include the following:

- How all stages of the Works will be executed
- Procedures to ensure the specified parameters are obtained
- The appropriate climatic conditions in which the safer surfacing can be laid
- The appropriate Health and Safety requirements e.g. Risk & COSHH Assessments including Covid-19 risk assessments for all staff working on the project.
- Indicate areas of work that will be sub-contracted and detail the company(s) that will be employed and subsequently be rejected if they decide that the quality has in any way deteriorated.

The Contractor shall, at their own expense, remove and replace all rejected materials, or correct any intermediate work stage shown to be outside specification. Any delays consequential upon the rejection of any sample or work stage:

- Shall not in any way relieve the Contractor from their responsibility with regard to completion within the contract period
- Will not be considered as grounds for extension of time
- Will be at the expense of the Contractor

Quality of materials and workmanship***Proposals for rectification of defective work/Products:***

Where and to the extent that materials, products and workmanship are not fully specified they are to be:

- Suitable for the purposes of the Works stated in or reasonably to be inferred from the contract documents.
- In accordance with good building and/or engineering practice, including the relevant provisions of current British and European Standards.

General responsibilities:

The Contractor will be responsible for:

- Checking compliance of documents and quality of workmanship
- Protection of products
- Suitability of related work and conditions, water for the Works etc

- Procedure for approval of products and provision of samples, and samples of finished work
- Accuracy and setting out, critical dimensions, record drawings, etc
- Services regulations, services runs, mechanical and electrical services
- Work at or after completion
- Security at completion
- Making good defects, arrangements for access, timetable for schedule of repairs including identification of priorities
- Maintenance instructions and guarantees

Security/Safety/Protection:

The Construction Phase Health and Safety plan must be submitted to the Council, not less than 2-weeks before the proposed date for start of the construction work for approval and must include relevant procedures and arrangement required by the CDM Regulations.

Trespass and Nuisance:

All reasonable means shall be used to avoid inconveniencing adjoining owners and occupiers. No persons employed on the Works shall be allowed to trespass on adjoining properties. The Contractor shall indemnify the Council against any claims or action for damage on account of any trespass or other misconduct of the Contractors' employees.

Site Security and Temporary Fencing:

The Contractor shall provide all temporary and permanent fencing as necessary to ensure the Works remain protected from all unauthorised entry. The Contractor must provide for siting their temporary buildings and the storing of materials etc. within the site boundaries. The site is to be maintained in a secure state at all times until completion at which time, all temporary fencing, building materials and equipment is to be removed and all Works made good. The site is also to be left in a safe and tidy state at the end of each working day.

Control of Noise and Pollution:

The attention of the Contractor is drawn to the provision of Section 60 of the Control of Pollution Act 1974 with references to the control of noise in relation to any construction Works, and must comply therewith. The Contractor is recommended to confer with the local Chief Environmental Officer in relation to proposed method of construction and noise level.

Safety, Health and Welfare of Work people:

The Contractor shall allow for providing and maintaining all welfare and safety measures to a standard not inferior to that laid down in statutory instruments, rules and orders and subsequent amendments thereto for all workmen employed on the site including the employees of subcontractors ensuring all Government guidance is being followed in respect of Covid-19

Sanitary accommodation for workpeople and staff:

There are no toilet facilities on site at Lightwater Recreation Ground so provision will need to be made at this site.

The Contractors' attention is particularly drawn to their obligations under the Health and Safety at Work Act etc., 1974.

Maintenance of Roads, public paths, etc: The Contractor shall maintain all public and private roads, footpaths, paved areas, boundary walls and fences on or adjacent to the site in their present condition and on completion, make good any damage arising from the Works and reinstate to the satisfaction of the Council.

Damage to existing property, roads etc:

The Contractor is to make good any damage caused to any land, public and private roads, footpaths, services under, kerbs, paved areas, boundary walls, and fences etc. by his own and by subcontractors and suppliers plant, transport and activities, at his own expense or pay the cost and charges in connection therewith.

Storage of Materials:

No storage of materials will be allowed on the adjoining roads or pavements.

Keeping Roads, etc. Clean:

The Contractor shall keep any public, private and existing roads, drains, footpaths and paving on or adjacent the site or used by traffic entering or leaving the site in a clean and unobstructed and safe state to the satisfaction of the Council, the Police and the Local Authority. The Contractor shall use all means to prevent mud or rubbish of any kind being carried on to such roads, footpaths and paving, by vehicles being used to carry out the Works to the reasonable satisfaction of the Council. Where, however, in spite of such precautions, mud or rubbish is carried on to the roads, footpaths or paving, the Contractor shall immediately clean up such mud or rubbish at his own expense by scraping, brushing, shovelling and removing to tip. Special attention must be given to prevent mud becoming embedded in the road and footpath surfaces.

Removing Rubbish etc. and Cleaning Works on Completion:

The Contractor shall allow for removing all rubbish, protective casings, coverings and debris from the site. No fires or burning of waste material is allowed on site.

Surrounding vegetation:

Care should be taken not to cause damage to trees, shrubs grass etc and any damage caused as a result of the Works will be rectified at the Contractors expense. Please note that limitations on the work area maybe invoked by the ecological survey work.

Limitations of Working Space:

The Contractors operations required to carry out the Works shall be executed carefully so as to cause minimum nuisance and inconvenience to the users of adjoining facilities.

Facilities/Temporary Work/Services:

Site Access and Temporary Roads, Hard Standings etc: The Contractor shall allow for forming a suitable site access to allow the Works to be undertaken during the agreed contract period. This shall include providing all temporary roads, hard standings, crossings and the like necessary for carrying out the whole of the Works. On completion of the Works the Contractor shall remove any temporary haul roads and fully reinstate access way and other disturbed areas.

Temporary Accommodation for use by the Contractor: The Contractor shall allow for providing and maintaining all necessary temporary services and offices or storage for materials for his own requirements.

No offices, stores or temporary buildings shall be erected on site without first obtaining the consent of the Council as to the position in which they are to be erected. Temporary water, lighting and power supplies to be arranged by the Contractor.

The Contractor shall allow for providing all of the following for the completion of the Works.

- Site accommodation including welfare facilities
- Power and Lighting
- Water
- Health and Safety including the Operations and Maintenance Manual
- Administration costs including telephone
- Cleaning
- Drying out
- Protection of work
- Security
- Testing
- Temporary works
- Tools and Plant
- Work/Products By/On behalf of the Council

SECTION 2 - DESIGN & CONSTRUCTION REQUIREMENTS

Preparing the site:

The Contractor must strictly follow relevant Government regulations and guidelines for the disposal of the existing equipment and will be responsible for any costs incurred in doing so.

PLAY AREA

It is a requirement that at least 25% of any new items of play equipment are 'all inclusive' (suitable for use by both disabled and able-bodied children alike) in line with current DDA legislation. They should also be aimed at the same age group as the existing equipment, for use by children up to the age of 10-years old. The choice of new equipment should offer good play value and if using wooden materials, steel feet should be included.

All equipment should be in keeping with the surrounding environment and to be certified to the European Standard EN1176 and safety surfacing should be certified to EN1177. All steelwork should be guaranteed for in excess of 20 years and safety surfacing for in excess of 5 years.

The existing play equipment needs to be removed and disposed of in accordance with safety standards.

Fencing, gates and barriers:

existing fencing and gate are to be re painted.

Safer-surfacing:

We would be looking for wet pour to be installed.

Security Fencing and Signage:

Your quote must include the cost of security fencing and signage onsite whilst the works are undertaken. A written agreement detailing the Contractors' responsibilities for the playground whilst it is out of commission will be required at the time of quote submission. Responsibility for the site will remain with the Contractor until the installation has been 'signed off' as fit for access by the general public following a satisfactory inspection by an officer of Surrey Heath Borough Council.

A full independent RoSPA post inspection of the play area is to be included within the quotation.

Reinstatement of Site:

The Contractor shall leave the site in a clean and tidy condition. All damage caused to surrounding areas and surfaces shall be reinstated in full to the satisfaction of the Council. All hard areas shall be reinstated using similar materials to the existing, and to the satisfaction of the Council.

SECTION 3 – EVALUATION CRITERIA

Table 2: Award Criteria

Technical Questionnaire

Please ensure a 750 word limit per question is adhered to.

3.1 Award Criteria & Marking Scale

3.1.1 In evaluating the tenders, the Council is seeking the *Most Economically Advantageous Tender*, while the Council reserves the right to accept the whole or any part of any Tender submitted.

3.1.2 Tenders shall be evaluated according to the prescribed weighting below:

| Criteria | Weighting |
|----------|-----------|
| Price | 40% |
| Quality | 60% |

| No. | PRICE QUESTIONS | Total Questions | Max Points |
|-----|-----------------|-----------------|------------|
| 1 | Price | 1 | 5 |

Notes/Scoring Criteria: This Section will carry 40% weighting of the award criteria.

For example if the price element is worth 40% :

- Lowest Price (A)
- Higher Price (B) x 40%
- A = 10000
- B = 14000 x 40% = B's score is 28.5%
- Price broken down for key component parts that are purchased from the provider together with confirmation of the length of time that the prices will be held for.
- Annual estimated maintenance costs for all equipment;

| No. | QUALITY QUESTIONS | Total Questions | Max Points |
|--|--------------------------|-----------------|------------|
| 1 | Play Value | 1 | 5 |
| <p>Notes/Scoring Criteria: This Section will carry 30% weighting of the non-financial award criteria.</p> <p>Word Limit: 500 max words per site.</p> <p>Please provide a detailed method statement on how your design will provide high Play Value.</p> <p>Your answer must include/consider but is not limited to the following:</p> <ul style="list-style-type: none"> • Understanding the brief given by the Council • How many children can play on each structure • Allow for change and evolution – Room for additions, adaptations or extensions in the future <p>Social Play</p> <ul style="list-style-type: none"> • Create equipment that many children from difference interest groups, age ranges and ability levels can access at once <p>Physical Play</p> <ul style="list-style-type: none"> • Fitness / physical activity impact – a variety of equipment suitable to children of all ages <p>Inspire Sensory Play</p> <ul style="list-style-type: none"> • Create dynamic sensory experiences e.g. exciting sounds, colour schemes, complex surfaces | | | |
| 2 | Maintenance and Warranty | 1 | 5 |
| <p>Notes/Scoring Criteria: This Section will carry 20% weighting of the non-financial award criteria.</p> <p>Please provide an indicative 5 year maintenance and repair schedule</p> <p>Your answer must include/consider but is not limited to the following:</p> <ul style="list-style-type: none"> • Prices for key component parts that are purchased from the provider together with confirmation of the length of time that the prices will be held for; • Annual estimated maintenance costs for all equipment; • Length of guarantees & warranties for all equipment within your submission; • Durability of parts and materials; • Response times in supplying and delivering replacement parts during both the defects correction period and for the life of the product. | | | |

| | | | |
|--|---------------------------|----------|----------|
| 3 | Programme of Works | 1 | 5 |
| Notes/Scoring Criteria: This Section will carry 5% weighting of the non-financial award criteria. | | | |
| Please provide a detailed programme of works for the site. | | | |
| Your programme should highlight any potential delays and risks and the suggested mitigation. | | | |
| You should also include how you will efficiently performance manage your construction team and sub-contractors to ensure smooth and timely project delivery. | | | |

| | | | |
|---|----------------------------------|----------|----------|
| 4 | Designs and Presentations | 1 | 5 |
| Notes/Scoring Criteria: This Section will carry 5% weighting of the non-financial award criteria. | | | |
| Please provide the following for each site: | | | |
| <ul style="list-style-type: none"> • 2 x A1 CAD/3D drawing for consultation purposes. • 2 x Ariel drawing. This drawing should consider the play site in the wider park space. • 1 x high resolution image of the proposal which will be used on our website as part of the consultation process • A clear written quotation specific to the site. The quote should itemise each aspect of the designs. | | | |

| | | | |
|---|---------------------------|--|--|
| | Consultation Phase | | |
| Notes/Scoring Criteria: This Section will determined via public consultation | | | |
| The final decision will be made in consultation with the following parties | | | |
| <ul style="list-style-type: none"> • Council Members • General Public | | | |

Table 3: Requested Documents

| Question Group | Notes/Scoring Criteria |
|----------------------------|---|
| Completed Pricing Schedule | Completed pricing information. To be uploaded as an attachment 1_Pricing Schedule. |
| Play Value | Method Statement. To be uploaded as an attachment 2_Play Value. |
| Maintenance and Warranty | Maintenance & Repair Schedule. To be uploaded as an attachment 3_Maintenance and Warranty |
| Programme of Works | Completed Programme of Works. To be uploaded as an attachment 4_Programme of Works. |
| Designs and Presentations | CAD and Ariel Drawings. To be uploaded as an attachment 5_Designs. |

- 3.1.3 The Council reserves the right to issue additional documentation at any time during the tendering process to clarify any issue or amend any aspect of the competition. All such further documentation that may be issued shall be deemed to form part of the competition and shall supplement and/or supersede any part of the competition to the extent indicated.
- 3.1.4 Bidders must obtain for themselves at their own expense all information necessary for the preparation of their Tenders.
- 3.1.5 Under the Contract, the Council will require compliance with its policies. Bidders are advised to satisfy themselves that they understand all the requirements of the Contract before submitting their Tender. Where additions or amendments are made to the clauses included in the Supply of Services Agreement and are issued during the tendering process they shall supplement and/or supersede previous versions.
- 3.1.6 The Tender must be received in accordance with the relevant instructions no later than the time and date indicated.
- 3.1.7 Tenders must be completed in the English language or a full English translation provided at no cost to the Council.
- 3.1.8 In completing Tender submissions and/or requesting clarification, Bidders must refer back to the numbering format as set out in the Technical Specification.
- 3.1.9 Only one tender is permitted from each bidder. In the event that more than one is submitted by a bidder, the one with the latest time of submission will be evaluated and the other(s) disregarded.
- 3.1.10 The submission will be checked for completeness and compliance before responses are evaluated.
- 3.1.11 The tender (including price) should remain valid for a minimum period of 90 days and should not be qualified in any way.
- 3.1.12 Any signatures must be made by a person who is authorised to commit the bidder to the contract.
- 3.1.13 This ITT is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained in it and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by the Council and its advisers
- 3.1.14 The Council reserves the right to cancel the tender process at any point. The Council is not liable for any costs resulting from any cancellation of this tender process or for any other costs incurred by those tendering for this contract.
- 3.1.15 Any contract award will be conditional on the contract being approved in accordance with the Council's internal procedures and the Council being generally able to proceed and will allow the statutory standstill period of a minimum of 10 calendar days to elapse before sending confirmation of contract award to the successful bidder.

- 3.1.16 You are deemed to understand fully the processes that the Council is required to follow under relevant European and UK legislation, particularly in relation to The Public Contracts Regulations 2015.

3.2 Contract Requirements

- 3.2.1 The technical specification details the required service level agreements, key performance indicators and overall Council requirement. The bidder shall be required to confirm their ability to meet the technical specification.
- 3.2.2 The bidder shall be expected to agree to the contract terms and conditions prior to contract commencement.
- 3.2.3 The bidder's terms of business will not be accepted in lieu of or in addition to the contract Conditions.

3.3 Commercial Requirements

- 3.3.1 Bidders must complete the pricing schedule to provide all of the obligations under the contract.
- 3.3.2 All Prices shall be stated in pounds sterling and exclusive of VAT.
- 3.3.3 Bidders must ensure they have read and understood the specific conditions relating to the tender detailed within the pricing schedule.
- 3.3.4 Demand for the design and installation of leisure facilities may decrease or increase during the tender activity and the Council's circumstances may change. The Council does not guarantee any volume of business to the supplier.

3.4 Tender Clarification and Site Visits

- 3.4.1 All queries relating to content of this tender should be e-mailed to clerk@windleshampc.gov.uk. All communication with the Council must be made by the bidder's representative, quoting in the message heading the specific **section** and **question number** for which you require information or clarification.
- 3.4.2 Site visits can be undertaken between 12th – 13th December 2022 from 12-2pm. Please contact Sarah Wakefield on 01276 471675 or by e-mail sarah.wakefield@windleshampc.gov.uk to arrange.

Quality & Sustainability Evaluation

- 3.4.3 Quality will be measured upon evaluation of bidders' responses to the quality questionnaire. Each question in the quality questionnaire is marked using the following scores:

| Scoring - Quality & Sustainability Criteria | |
|---|-------|
| Rating of Response | Score |
| Very Good or Fully Compliant Submission which meets all requirements and is fully explained in comprehensive detail. Clearly includes all the information requested and instils full confidence that the Tenderer has the ability to fully meet the requirements of the contract. | 5 |
| Good or Fully Compliant Submission which meets all the requirements and is explained in reasonable detail. Includes all the information requested and instils reasonable confidence that the Tenderer has the ability to fully meet the requirements of the contract. | 4 |
| Satisfactory or Compliant Submission which meets the essential requirements and is explained in adequate detail. Although brief or lacking some detail, all the information requested has been supplied and the Council is relatively confident that the Tenderer has the ability to meet the requirements of the contract. | 3 |
| Weak or Partially Compliant (Minor issues) Submission which in some areas falls short of requirements and is poorly explained. Not all of the information requested has been supplied and The Council has minor concerns regarding the Tenderers ability to meet the requirements of the contract. | 2 |
| Unacceptable or Non Compliant (Major issues) Submission which clearly fails to meet requirements and is not explained. Key information requested has not been supplied and the Council has major concerns regarding the Tenderers ability to meet the requirements of the contract. | 1 |
| An answer to the question has not been provided or the Tenderer has not understood the requirements of the question and therefore the answer provided does not address the question. Note that in some instances, not responding to a question may result in your Tender being rejected and a fail mark awarded. Such questions will be identified within the Tender documents. | 0 |

- 3.4.4 Quality scores will be calculated by dividing the score for each quality question by the maximum quality score of 5 multiplied by the percentage weighting. The weighted scores will be totalled for each bid.
- 3.4.5 Any bidder who achieves an 'Unacceptable' score of '0' for any of the questions will be deemed to have failed to meet the Council's minimum acceptable standards and therefore will not be evaluated further and will not be considered for contract award.
- 3.4.6 Any bidder who does not achieve a minimum quality score of 1 or greater, will be deemed to have failed to meet the Council's minimum acceptable standards and therefore will not be evaluated further and will not be considered for contract award.

CERTIFICATE THAT THE QUOTATION IS A BONA FIDE QUOTATION

In recognition of the principle that the essence of selective bidding is that Windlesham Parish Council shall receive bona fide competitive quotes from all those bidding

WE CERTIFY THAT:

1. The quote submitted herewith is a bona fide quotation, intended to be competitive.
2. We have not fixed or adjusted the amount of the quote 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 specified for the return of the quote any of the following acts:
 - (a) communicate to a person other than the person calling for this quote the amount or approximate amount of the proposed quote (except where the disclosure, in confidence, of the approximate amount of the quote was essential to obtain insurance premium quotations required for the preparation of the quote);
 - (b) enter into any agreement with any other person that he/she shall refrain from quoting or as to the amount of any quote to be submitted;
 - (c) offer or pay or give or agree to 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/quote or proposed tender/quote any act or thing of the sort described above.

In this certificate:

1. "person" includes any person and anybody or association corporate or incorporate.
2. "any agreement or arrangements" includes any transaction of the sort described above, formal or informal and whether legally binding or not.

DATED this _____ **day of** _____ **2021**

SIGNED (as in quotation)

duly authorised to sign for and on behalf of

Name

Designation

FORMAL DECLARATION OF OFFER

Quotation for: Lightwater Playground

I (*Note: Insert Name*) certify that I am a person duly authorised to sign quotes for and on behalf of:

Company Name: (*Note: Insert Name of Company*)

and having read the quotation documents, offer to supply the goods as specified in the Invitation to Quote.

- Under the terms and conditions included in the Invitation to Quote documents;
- In accordance with the specification stated in the Invitation to Quote documents;
- At the price (or prices) and at the delivery time (or times) or by the completion date quoted.

It is confirmed that all and any information which Windlesham Parish Council may request from this Company will be provided by the Company within 30 days from the date of the request.

Our offer is valid for (*Note: Insert number of days*) unless this period is extended by mutual agreement.

| | |
|---------------------------------------|--|
| Authorised Signatory: | |
| Name in (block letters): | |
| Address: | |
| | |
| Position in Company: | |
| Telephone Number: | |
| Fax Number: | |
| E-mail: | |
| For and on behalf of: | |
| Company's Name: | |
| Address: | |
| | |
| Company's Registration Number: | |
| Date: | |