



Cllr Stephen Pinel
Vice-Chair
Chilton Parish Council
4 Brae Hill,
Brill
HP18 9TF

Date: Monday 3rd February 2025

Chilton Parish Council (the 'Council')

DOCUMENT A: INSTRUCTIONS FOR PROSPECTIVE SUPPLIERS

Dear Supplier,

Invitation to Quote (ITQ) for the design, supply and installation of infrastructure (including a playground) within a designated community green space (the 'Premises') in Chilton, Buckinghamshire (the 'Service')

Your organisation is invited to submit a quote (inclusive of a Proposal and Price) for the provision of the above requirement. For this purpose, enclosed are the following documents which may form the basis of any Contract the Council may award.

Documents for Information:

- Document A: Instructions for Prospective Suppliers
- Document B: Specification
- Document C: Evaluation Criteria
- Document D: Draft Terms & Conditions
- Document I: ITQ Submission Checklist

Documents for Completion and Submission:

- Document E: Suppliers Proposal
- Document F: Suppliers Price
- Document G: Suppliers Details
- Document H: Suppliers Declaration on Collusive Tendering

Clarification Questions: If your organisation has any clarification questions, please contact Cllr Stephen Pinel (Vice-Chair of the Council) directly via Stephen.pinel@chiltonpc.org.uk, noting the deadline for questions in Section 5 of Document B (Specification). Clarification questions will aim to be responded to within 72 hours of receipt. Please note that the clarification questions raised, and responses to, during the ITQ period may be added to the Parish Council website, may be circulated to all Chilton Community Green Space Steering Group and/or Chilton Parish Councillors and the responses may be circulated to all Prospective Supplier (if appropriate and not commercially sensitive or considered confidential).

Anything other than "appropriate" communication made with the Council's named contact, such as raising any questions or clarifying points relating to the ITQ documents, may be considered a breach in the procurement process. Prospective Suppliers are recommended to not approach any person/s outside of the named contact within this document in relation to this ITQ and project during the ITQ phase.

Premises Visit: There is the opportunity to attend the Premises (the designated community green space), along with other Prospective Suppliers. If you would like a member of the



Council and/or Chilton Community Green Space Steering Group to be available for a visit to the site, this can be arranged by contacting Cllr Stephen Pinel: Stephen.pinel@chiltonpc.org.uk. Otherwise, any Prospective Supplier is welcome to visit the Premises at their own convenience. Note this visit is encouraged but is not mandatory or part of the Evaluation Criteria (Document C).

Deadline: The full indicative timeline for the Service is described in Section 5 of Document B (Specification). Note the deadline for receipt of your ITQ is by 11.59pm on **Monday 3rd March 2025**. ITQ submissions received after this time and date will not be accepted. The ITQ submissions received by the Council will not be shared with any other Prospective Supplier. You must include in both your Price and Proposal all necessary costs to deliver the service unless stated otherwise in the Specification (Document D).

Submissions: Completed ITQ's (Documents E to H), written in English only, can be sent to Cllr Stephen Pinel electronically directly to Stephen.pinel@chiltonpc.org.uk. Include any attachments requested in an acceptable format to the Council, this includes MS Word, MS Excel, MS PowerPoint, JPEGs and PDF files. Prospective Suppliers who wish to submit an attachment in an alternative format must first check with the Council that it will be accepted. Hard copies can also be sent to Chilton Parish Council, 4 Brae Hill, Brill, Buckinghamshire HP18 9TF.

Evaluation: The Council will use the Evaluation Criteria (Document C) as set out within this document to decide on the Contract Award, please ensure you have read this before completing the ITQ. All Prospective Suppliers who submit an ITQ will be notified of the outcome.

Rights of the Council: By submitting an ITQ, the Prospective Supplier agrees to the Specification (Document B), the Evaluation Criteria (Document C) and the draft Terms and Conditions (Document D), and all other content of the Contract. The Council may, at its sole discretion, consider adopting the Prospective Supplier's contract terms and conditions subject to an internal review, and approval by the Council.

The Council reserves the right to:

- Refuse ITQs and withdraw the Service without Prospective Suppliers being able to claim compensation and without any liability to the Council.
- Negotiate any or all parts of the information contained in the ITQ, including making changes to the Indicative Timeline.
- To accept or reject all or any part of any ITQ received.
- Share Prospective Suppliers details with stakeholders (including grant suppliers).

The Council does not bind itself to accept any ITQ and shall not be liable to accept any costs incurred in the production of any submission.

Yours sincerely

Cllr Stephen Pinel
Vice-Chair of Chilton Parish Council and Project Manager for the Chilton Community Green Space Steering Group
Stephen.pinel@chiltonpc.org.uk / 07818 822478



DOCUMENT B: SERVICE SPECIFICATION

Chilton Parish Council (the 'Council') is seeking an Invitation to Quote (ITQ) from a qualified and experienced Service Provider to design, supply and install infrastructure (including a playground) within a designated community green space in Chilton, Buckinghamshire (the 'Service').

1. Background and Context

Chilton is a small village in Buckinghamshire, England. It is in the west of the County, about 4 miles (6.4 km) north of Thame in Oxfordshire. Chilton Parish includes the hamlet of Easington. The population size at the 2011 census was 302.

For the purpose of this Service Specification:

- "Infrastructure" can be defined as *'the basic structures and facilities that are necessary for the efficient functioning of a given geographical area'*.
- A "green space" is defined as *'any vegetated areas of land or water within or adjoining an area, such as a village'*. Types of green spaces can include, but are not limited to, parks, gardens, outdoor sports facilities, amenity green space, allotments.

Good quality, accessible green space and associated infrastructure can provide many potential health and well-being benefits to local communities. Associations have been found between access to green spaces and raised levels of physical activity, which in turn improves individuals' physical health. Green spaces can also have a beneficial impact on mental well-being and cognitive function.

The strongest benefits can occur where children and young people have access to green space where they live. Green space activities have been linked to improved physical skills (motor skills and physical stamina) and increased self-confidence. A 2020 survey of English children aged 8 to 15 found that 85% agreed that being in nature made them "very happy". In adults being around nature can promote our mental health and reduce levels of depression, anxiety and fatigue. This includes contact with the natural environment through 'green spaces' such as parks and woodlands. One study found that health and wellbeing were consistently higher for adults who spent 120 minutes or more per week in nature, and this persisted into older age.

Access to a good quality natural environment varies greatly depending on where we live. As of 2025, residents, visitors and businesses of Chilton Parish have no direct access to a public community green space with associated infrastructure for all ages that is within walking distance.

For further details on the Project Scope and to see a copy of the Project Management Plan, please refer to the Councils website¹ (noting this is an iterative document).

1.1 Premises

Unlike many other local Parish Councils across Buckinghamshire and beyond, the Council does not have access or ownership to any community assets or land. Therefore, to establish a designated green space, an options appraisal was completed in 2023 and was limited by needing to consider the use of land either owned privately or by Buckinghamshire Council.

¹ [Chilton-Community-Green-Space-Project-Project-Scope-and-Project-Management-Plan-v0.5.pdf](#).

The preferred Premises, approved by the Council, is a site on **Canon Court Farm, Thame Road, Chilton, Buckinghamshire, HP18 9LT** that sits opposite Princes Close (Image 1.) with the land owned by Chilton Home Farms Ltd (What3Words: ///////////////conducted.encodes.lodge). The plot measures approximately 45m x 20m.

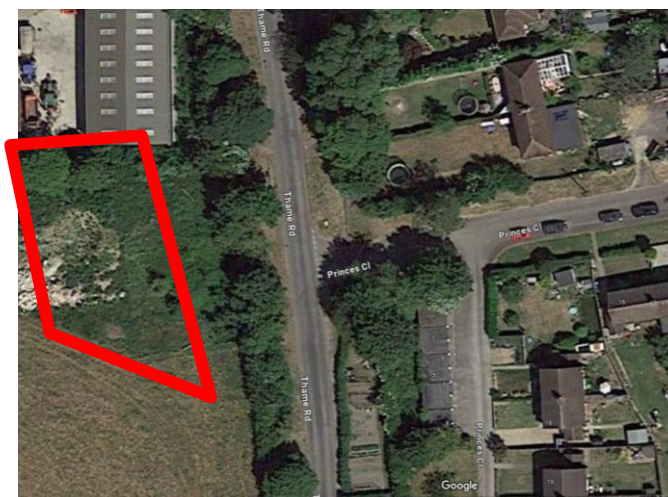


Image 1. Satellite Image of Premises (What3Words: ///////////////conducted.encodes.lodge)

Following approval by the Council, a lease agreement between Chilton Homes Farm Ltd. (the Landlord) and the Council (the tenant) was arranged for 25 years in 2024. Note the Premises has an existing approval from Buckinghamshire Council for change of use from agricultural land to a playground area dated 1994. If required, a copy of the approved planning application can be shared with the Service Provider.

1.2 Engagement

In 2023, a Chilton Community Green Space Project Steering Group was developed on behalf of the Council to deliver the project. The Steering Group surveyed residents and local businesses to enable them to have a say in what infrastructure they'd like to see in the Premises. The survey used a Likert scale with residents asked to agree or disagree with a range of proposals. The survey had 35 responses in total and, overall, there was strong agreement to include benches, picnic tables, a sheltered area (i.e. gazebo) and playground equipment; see a summary below in Figure 1.

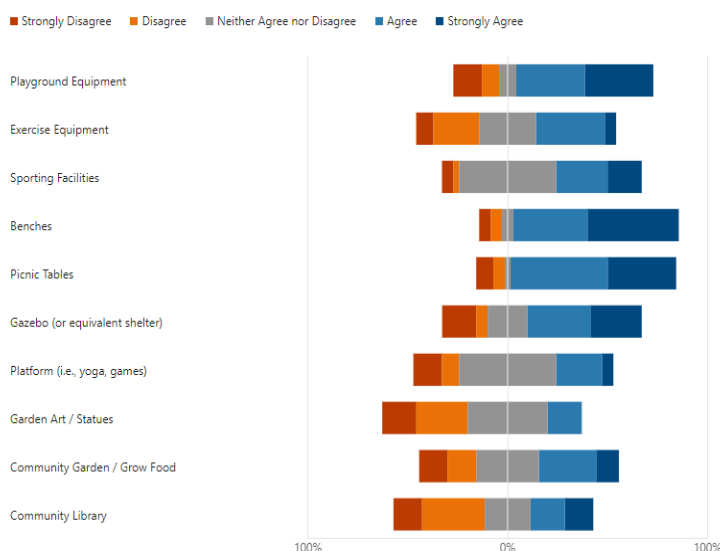


Figure 1. The Survey Responses (n=35) to Proposed Use of Green Space



2. Project Vision and Aim

The overall vision of the project is to create a healthier and happier community for everyone. The overall aim is to make a visible difference by starting to better connect people within the Parish and rebuilding a sense of community for the village through creating access to a sustainable public green space for those that reside, visit and/or work in the Chilton Parish (the “end user”).

3. Project Outcomes

The overall project outcomes include, but are not limited to:

- Health and well-being: End users improve their physical and mental health and well-being by being outdoors, active and/or connected with others.
- Communities: Communities are stronger, working together to improve the places where people live.
- Learning and skills: People can improve their confidence through learning inspired by being outdoors.

4. Service Scope

The Service Provider shall:

- Design, supply and install infrastructure (as per Section 4.1) within a designated community green space at the Premises. This includes any appropriate groundworks, safety surfacing and signage.
- Ensure all works relating to the supply and installation of any playground equipment complies to the British and European Standard for playground equipment BS EN 1176 and follows the Royal Society for the Prevention of Accidents code of good practice².
- Be responsible for obtaining any additional necessary permissions, licences and approvals to undertake the Service.
- Be responsible for organising an independent post-installation inspection and rectifying any issues identified at their own cost. The Council will not accept hand over of the area or pay for the Services until any identified issues are rectified.
- Provide a full list of infrastructure supplied and installed to the Council. For each item included, the warranty period must be specified along with the items to be checked on routine inspections.
- Include infrastructure and a design that is accessible and inclusive, including considerations for females³.
- Use their expert experience and knowledge to recommend to the Council any specific infrastructure and a design to optimise use of the Premises, ensuring an open area (i.e. no infrastructure) is left for free play or use for organised activities (i.e. outdoor yoga classes) by end users.
- Ensure that the playground infrastructure should appeal to a wide age range of end users,

²[EN1176 playground equipment standard - RoSPA](#)

³[Home](#)



from toddlers to Year 6 primary (2 to 11 years). This playground infrastructure should aim to consider a range of play types whilst allowing end users to experience risk, challenge and excitement. Types of play may include physical development, imaginative play, inclusive play, creative play and/or adventure.

- Consider in its design and proposal that whilst a playground forms an integral part of the infrastructure, this a broader community space for all ages that those that reside, visit and/or work in Chilton Parish.
- Consider that durability, sustainability, cost effective maintenance and longevity are key criteria for the infrastructure.
- Consider theming the infrastructure in a way that suits the context of Chilton Parish.
- Ensure no infrastructure is greater than 4 meters in height.
- Ensure in its proposal is includes low-maintenance safety surfacing with any safety surfacing complying with BS EN 116 and tested in accordance with BS 7188 and EN 1177, confirming critical fall height of the impact absorbing surfaces.
- Provide written confirmation that the infrastructure has been installed in accordance with the manufacturer or designer's instructions and to the relevant Standards where appropriate.

4.1 Infrastructure

Item	Quantity	Requirement
Bench	1	Considers view
Picnic table	1	Considers view and family/groups
Mature tree	1	Shade, central
Gazebo	1	≥5m, providing shade and shelter, considers view
Cradle swing	1	-
Nest swing	1	-
Flat swing	1	-
Multi-play	1	Pre-school age, climbing, role play, slide
Multi-play	1	Primary school age, climbing, balancing
Open area	1	Free from any infrastructure
Bins	2	Near exits
Signage	1	Referencing any grant suppliers as required

Table 1. List of minimum items proposed for the design for the Premises

4.2 Landscape/Surroundings

The Service Provider shall:

- Ensure that as the Premises is in a natural rural area, aligned to a local farm (Canon Court Farm) and next to a Conservation Area, that any design is tailored to reflect the local surroundings and landscape including considering use of greens and browns and avoiding use of bright bold colours.
- Ensure that as the view from the Premises is its central unique feature, any design needs to incorporate this and will need to be utilised.



- Consider in its design that the Premises is on a top of a hill with severe exposure to high winds.
- Note that the Premises does not currently have any natural shade (i.e. from tree canopies), any design shall need to consider this. Note no removal of tree works are required.
- Ensure, if any groundworks are completed, any surplus soil is removed and disposed of safely.

4.3 Environment

The Council are environmentally aware and is interested in reducing carbon emissions and mitigating its impact on the environment wherever possible.

The Service Provider shall:

- Ensure a sustainable approach and policies relating to manufacture, recycling and disposal of equipment and carbon emissions relating to supply chain and manufacture.
- Ensure steps are taken to minimise any environmental impact on the Premises during installation.

4.4 Other Considerations for the Service Provider

- Through Chilton Homes Farm Ltd. and Canon Court Farm (Thame Road, Chilton, Buckinghamshire, HP18 9LT), the Council will provide the Service Provider with access to the site, water and other land (outside the Premises) for storage during the installation phase. Note there are no secured storage units on that other land.
- There is no access to electricity or any toilet facilities on the Premises, the Service Provider will need to make their own provision for these.
- The Council will ensure the Premises is clear of any other infrastructure prior to installation, any pre-installation survey will be at the expense of the Service Provider. The Premises is currently 100% grassed with two removable infrastructure items (a bench and plastic football goal).
- The Council will ensure that the Contract Manager (or a suitable representative) is available to be present at the Premises at the time of agreed installation.
- The Service Provider will only be permitted to complete works during the hours of 8am to 5pm Monday to Friday and 9am to 1pm on Saturdays inclusive but excluding Bank and Public Holidays.
- The fencing around the Premises has already been newly installed. Therefore fencing, excluding any temporary fencing used for health and safety during the installation phase, around the Premises is currently out of scope under this Contract and should be retained (unless the Service Providers design requirements would require the Council to make any amendments to the existing arrangements).
- Primary gated access to the Premises for the Service Provider (and any sub-contractors) will be available to the rear of the site (to the West) through Canon Court Farm but note there are two publicly accessible pedestrian gates on Thame Road (to the East). Any



design will need to consider the two existing public gated access and access for seated lawnmowers.

- The Service Provider will be fully liable for any costs associated to damage to the existing fencing, grass and/or gates during the installation phase.
- The Service Provider shall comply with all relevant health and safety regulations and is responsible for securing the Premises during the installation phase, including the use of additional temporary fencing where appropriate to cordon off the Premises to keep the public safe. Appropriate signage will be added to the Premises with contact details of the Service Provider displayed.
- It is the Service Providers responsibility to ensure all underground services have been appropriately located and any detailed services searches are undertaken, as necessary, to ensure all services have been identified and any resulting issues managed by the Service Provider at its cost.
- The Premises is unsecured and unmanned, open 24 hours a day with public access from Thame Road. The Service Provider is responsible for securing any equipment on the Premises. The Council will not be held liable for any loss or damage to equipment or injury to members of public during installation.
- All measurements provided are indicative, Service Providers are encouraged to visit the Premises and take their own measurements, and to understand the topology. Note this visit is not mandatory or part of the Evaluation Criteria (Document C).
- Following Contract award, the draft proposal (including the initial draft design) may be subject to further consultation within the Steering Group, Council and end users before the final design is agreed. The Service Provider may be required to present its design to the Steering Group, Council and/or end users

5 Indicative Timeline for Service

Milestone	Date
Issue ITQ	3 rd February 2025
Deadline for Clarification Questions	28 th February 2025
Deadline for ITQ	3 rd March 2025 (11.59pm)
Evaluation of ITQ	4 th March to 13 th March 2025
Evaluation Report Recommendation Approval	20 th March 2025
Supplier Confirmation if ITQ Successful or not	W/C 24 th March 2025
Due Diligence with Preferred Supplier	24 th March to 31 st March 2025
Contract Award	1 st April 2025
Final Design Agreement	May 2025
Installation Commences*	July/August 2025
Contract End*	30 th September 2025

*Whilst the Council are aiming for this preferred completion date, it is open to discussion with the Service Provider.

6 Monitoring and Review

- The Service Provider will need to provide progress updates to the Council and/or Steering Group as requested, with frequency and content to be agreed.

7 Finance

- The maximum Contract value is **£65,000** (excluding VAT) for delivery of the Service and is to be used to assist Service Providers in their proposal and design. All costs shall need to be detailed as per Document F (Supplier's Price).
- The Council will agree to make at least one deposit and a maximum of three payments for the total value of the Contract that is to be agreed during the ITQ as per Document F (Supplier's Price). Final payment will be subject to a satisfactory independent post-installation inspection. The Service Provider will be required to raise an invoice as requested by the Council.

8 Contract Manager

- The named Contract Manager for this Service is Cllr Stephen Pinel (Vice-Chair of Chilton Parish Council and Project Manager for the Chilton Community Green Space Steering Group): Stephen.pinel@chiltonpc.org.uk / 07818 822478.
- The Service Provider will be required to provide details of a main point of contact during the Contract Period.

9. Premises Images (January 2025)



Image 2. View of outside Premises on Thame Road (South East)



Image 3. View of outside Premises on Thame Road bottom step access (North East)



Image 4. View outside the West of Premises, the other land, proposed for Service Provider storage on Canon Court Farm



Image 5. View of large, gated access and the other land, proposed for Service Provider storage on Canon Court Farm



Image 6. View outside Premises on Thame Road top of step access (North East corner, looking South West)



Image 7. View inside Premises (North West corner, looking South East)



Image 8. View inside Premises (South West corner, looking North East)



Image 9. View inside Premises (South East corner, looking North West)



Image 10. View of grassed bank within the Premises (South)



Image 11. View of first double gate, accessed via Thame Road and at top of step access (North East)



Image 12. View of second double gate, accessed on Thame Road and at top of graded access (East)

DOCUMENT C: EVALUATION CRITERIA

Phase 1: Pass/Fail

Description	Evidence	Scoring
ITQ received on time	ITQ received	Pass/Fail
Price within maximum Contract value	Document F	Pass/Fail
Declaration on Collusive Tendering	Document H	Pass/Fail
Insurance at specified levels	In date documents	Pass/Fail
Two Business References	References include	Pass/Fail
Health and Safety Policy	Copy of Policy	Pass/Fail

Any Prospective Supplier scoring a 'Fail' during Phase 1 may be deemed a non-compliant bid and may not pass to Phase 2; therefore, deemed unsuccessful.

Phase 2: Price/Quality Ratio

The Financial Score accounts for 20% of the evaluation and the Quality Score accounts for 80% of the evaluation. For clarity, the stated ratio between Quality and Price scores are the maximum percentages achievable. The quality score and the financial score will be added together to derive a total score out of 100%.

Finance Evaluation (20%)

The evaluated price is the total cost of provision of the Service for the Contract Period as defined by Document F (Suppliers Price). This Suppliers Price must include all charges that relate to Service provision and be below the maximum Contract value.

Each Prospective Supplier ITQ that makes Phase 2 shall be awarded marks based on the relationship of the potential Service Provider's price to the lowest price submitted. The Prospective Supplier with the lowest price will attract the highest score i.e., 20%. Scores for other Prospective Supplier prices will then be evaluated as follows: Lowest Price/Suppliers Price x 20

Quality Evaluation (80%)

The Council will score the Proposed Suppliers Proposal (Document E) for Quality using the 0-5 scoring methodology outlined in the table below:

Score / Response	Description
0 - Incomplete / No response	Response has no evidence of how this will meet the requirements.
1 - Poor	Response suggests the supplier would have difficulties meeting the requirements.
2 - Unsatisfactory	Some evidence of meeting requirements but significant detail missing or inappropriate or irrelevant
3 - Satisfactory	Broadly meets requirements; some minor detail missing.
4 - Good	Meets requirements.
5 - Excellent	Very strong evidence of ability to meet requirements with extra added value.

The Council reserves the right to disqualify any Prospective Supplier that does not achieve a score of 3 or above for quality, this will be a non-compliant bid and therefore unsuccessful.



ITQ Outcome

The Prospective Supplier with the highest Final Score (Price Score + Quality Score = Final Score) (and at least a score of 3 for quality) will be deemed a compliant bid and therefore the Successful Supplier (subject to Contract Award).

Where the Final Score achieved by multiple Prospective Suppliers ranks them equal, the Prospective Supplier with the lowest price will be deemed the Successful Supplier.

The Council will undertake its due diligence in advance of any Contract Award. The successful Supplier will not be awarded the Contract until the Council is satisfied with any further checks and due diligence it has carried out and these will need to be acceptable to the Council before a contract can be awarded.

The Council reserves the right to reject a Supplier from the procurement process, where any findings from the Council's due diligence reveal a serious concern or risk for the Council that cannot be remedied in a reasonable amount of time before award.



DOCUMENT D: DRAFT TERMS & CONDITIONS

Dated 20[]

Between

CHILTON PARISH COUNCIL

AND

[INSERT NAME OF SERVICE PROVIDER]

**FOR THE DESIGN, SUPPLY AND INSTALLATION OF INFRASTRUCTURE WITHIN A
DESIGNATED COMMUNITY GREEN SPACE IN CHILTON, BUCKS**



THIS AGREEMENT is dated

day of

20[]

PARTIES

1. **CHILTON PARISH COUNCIL** of 4 Brae Hill, Brill, Buckinghamshire HP18 9TF (the 'Council').
2. **[INSERT NAME OF SERVICE PROVIDER]** incorporated and registered in England and Wales with company number [] whose registered office is at [] (the 'Service Provider').

BACKGROUND

The Council has invited and received from the Service Provider a proposal for the design, supply and installation of infrastructure (including a playground) within a designated community green space in Chilton, Buckinghamshire (the 'Services').

The Council has accepted the Service Provider's Proposal and Price.

The Council has selected the Service Provider to provide the Services, and the Service Provider is willing and able to provide the Services in accordance with the terms and conditions of this Agreement.

The Service Provider has agreed to provide the Services to the Council upon the terms set out in this Agreement.

AGREED TERMS

1. Definitions

Agreement	Means the suite of documents including these terms and conditions and Documents B to F which forms the Contract between the Council and the Service Provider
Approval and Approved	The written consent of the Contract Manager or his/her authorised representative as notified in writing to the Service Provider
Clause	Means a clause within the Agreement.
Commencement Date	[insert date]
Confidential Information	Means information, the disclosure of which would constitute an actionable breach of confidence, which has either been expressly designated as confidential by either Party in writing or that ought to reasonably be considered as confidential (however it is conveyed or on whatever media it is stored) including commercially sensitive information, information which relates to the business, affairs,



properties, assets, trading practices, the Services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either Party and all Personal Data.

Contract Manager

Means the person for the time being appointed by the Council as being authorised to place orders on behalf of the Council and to administer the Agreement on behalf of the Council or such person as may be nominated in writing by the Contract Manager to act on its behalf from time to time.

Contract Period

Means the duration of the Agreement which commences on the Commencement Date and continues for the Initial Contract Period unless terminated earlier by either Party pursuant to the terms of this Agreement

Initial Contract Period

Means the period commencing on the Commencement Date and ending on [insert date]

Invitation to Quote (ITQ)

Means a request for Service Providers to provide a quotation for the Services required by the Council.

Law

Means any Act of Parliament or, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Service Provider is bound to comply.

Party

Means a party to this Agreement and Parties shall be construed accordingly.

Premises

Means the location where the Services are to be provided, the community green space.

Price

The prices as set out in the Price attached to this Agreement at Document F.

Quote

Means the Service Provider's quotation provided in response to the ITQ attached to this Agreement.

Review Date

Means the date as agreed between the Parties prior to the commencement of the Agreement

Services

Means the services to be provided as specified in the Specification attached to this Agreement at Document B.



Service Provider's Personnel

Means all directors, officers, employees, agents, consultants and contractors of the Service Provider and/or of any sub-contractor engaged in the performance of its obligations under this Agreement.

Service Provider's Response to ITQ

Means the Service Provider's ITQ response to the ITQ attached to this Agreement at Document E.

Specification

Means the description of the Services to be provided under the Agreement and attached at Document B.

Working Day

Means the hours of 8am to 5pm Monday to Friday inclusive but excluding Bank and Public Holidays

2. General

- 2.1 The Council's Contract Manager will be agreed in writing prior to the Commencement Date of the Agreement.
- 2.2 These terms and conditions apply to the Services provided by the Service Provider to the Council and shall bind the Council and Service Provider.
- 2.3 The Council and the Service Provider may not change or vary any part of the Agreement or Documents unless they agree to do so in writing in accordance with Clause 11.
- 2.4 The Agreement constitutes the entire agreement between the Parties relating to the subject matter of the Contract. This Agreement supersedes all prior negotiations, representations and undertakings, whether written or oral, except that this Clause shall not exclude liability in respect of any fraudulent misrepresentation.
- 2.5 The Service Provider shall provide as a minimum the following information:
 - (a) Name/Address of Service Provider.
 - (b) Contact name and telephone number of the Service Provider's office.
 - (c) Documentation identifying the Service Provider's Personnel.

3. Provision of Services

- 3.1 Time of performance of the Services shall be of the essence.
- 3.2 The Service Provider shall provide the Services in a professional and timely manner and in accordance with Good Industry Practice, the Specification and the requirements of the Council.
- 3.3 The Service Provider must allocate sufficient resources and appropriate expertise to the Services.
- 3.4 The Service Provider shall not delegate any duties or obligations in respect of the Services unless specifically authorised by the Council.



- 3.5 The Service Provider shall provide the Services to the Council with effect from the Commencement Date and for the Contract Period in accordance with the provisions of this Agreement.
- 3.6 The Service Provider shall notify the Council immediately on becoming aware that it may be unable to provide the Services in accordance with the Agreement.
- 3.7 In the event that the Service Provider does not comply with the provisions of this Agreement in any way, the Council may without prejudice to its other rights under this Agreement:
- (a) Specify by written notice to the Service Provider such dates and/or times for the provision of the Services as it sees fit to address such non-compliance with this Agreement; and/or
 - (b) May terminate this Agreement in whole or part with immediate effect by the service of written notice on the Service Provider; and/or
- 3.8 If this Agreement is terminated by the Council as a result of the Service Provider's non-compliance with this Agreement such termination shall be at no loss or cost to the Council and the Service Provider hereby indemnifies the Council against any such losses or costs which the Council may suffer as a result of any such termination for non-compliance including but not limited to the cost of purchasing alternative Services elsewhere.
- 3.9 If the Council, acting reasonably, is concerned as to the financial stability of the Service Provider such that it may impact on the continued performance of the Agreement the Council may:
- (a) Require the Service Provider to produce a plan (subject to the Council's approval), setting out how the Service Provider will ensure continued performance of the Services. The Service Provider will make changes to such plan as reasonably required by the Council. The Service Provider shall act in accordance with the agreed plan and report to the Council on demand
 - (b) If the Service Provider fails to provide a plan upon the Council's request or fails to agree any changes which are requested by the Council or fails to implement or provide updates on progress with the plan, terminate this Agreement immediately for material breach (or on such date as the Council notifies).

4. Price and Payment

- 4.1 The Price shall be as detailed in the Price attached to this Agreement at Document F and shall not increase during the Contract Period.
- 4.2 The Service Provider shall raise invoices promptly and in any event within 90 days from when the charges are due.
- 4.3 The Council shall pay for the Services within 30 days of receipt by the Council of a valid and undisputed invoice (and where VAT is payable a VAT invoice). The Service Provider shall submit all invoices electronically in PDF format to a pre-defined Council invoice email address or via XML.
- 4.4 A Service Provider's invoice is only valid if it:



- (a) Includes all appropriate references and other details reasonably requested by the Council and
- (b) Includes a detailed breakdown of Services which have been delivered.

4.5 If there is a dispute between the Parties as to the amount invoiced, the Council shall pay the undisputed amount. The Service Provider shall not suspend the provision of the Services.

4.6 The Council shall accept and process for payment an electronic invoice submitted for payment by the Service Provider where the invoice is undisputed and where it complies with the standard on electronic invoicing.

5. Inspection of Services

5.1 The Council shall be entitled to inspect and observe the progress of the Services at any time whether on the Premises or those of the Service Provider or the Service Provider's Personnel and to reject any Services that are not in accordance with the Agreement. Upon rejection by the Council the Service Provider shall forthwith re-provide any Services so rejected. Any such inspection or testing by the Council shall not relieve the Service Provider of any obligations under the Agreement.

6. Service Provider's Warranties

6.1 The Service Provider hereby represents and warrants to the Council that the Services shall be provided in accordance with Clause 3.

6.2 The warranty above shall be construed as a separate representation or warranty and shall not be limited by the terms of any of the other warranties or by any other term of the Agreement.

6.3 The warranty shall continue in full force and effect notwithstanding delivery or payment for the Services and notwithstanding termination of the Agreement for any reason.

6.4 If during the inspection of the Premises any Services are shown to be defective but capable of remedy then the Service Provider shall remedy them in accordance with the Specification at Document B.

7. Indemnity and Insurance

7.1 The Service Provider shall indemnify the Council and keep the Council indemnified in full against all direct indirect or consequential liability loss damages injury costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the Council as a result of or in connection with:

- (a) Any breach (in whole or part) of any of the warranties on the part of the Service Provider.
- (b) Any damage to property or Premises to the extent that such damage is caused by relates to or arises from the provision of the Services.
- (c) Any claim made against the Council in respect of any liability loss damage injury cost or expense sustained by the Council's employees or by any third party to the extent that such liability loss damage injury cost or expense is caused by relates to or arises from the provision of the Services.



- (d) Any negligent act or omission of the Service Provider or the Service Provider's Personnel in providing the Services which causes financial loss to the Council.

- 7.2 The Council may set off against any sums due to the Service Provider whether under these terms and conditions or otherwise any lawful set-off or counterclaim to which the Council may at any time be entitled.
- 7.3 The Service Provider shall maintain Employers and Public Liability Insurance cover with a reputable insurance company to the satisfaction of the Council and with minimum indemnity limits per occurrence of £5,000,000 and £5,000,000 respectively. In addition, at the request of the Council, the Service Provider may be required to maintain Professional Indemnity Insurance cover with a minimum indemnity limit of £1,000,000 per occurrence. In addition, at the request of the Council, the Service Provider may be required to maintain Product Liability Insurance with a minimum indemnity limit of £5,000,000. Proof of cover will be produced before the Contract Commencement Date and at any time on demand by the Council including the policy and evidence of premium payment.

8. Service Provider's Obligations

- 8.1 The Service Provider shall provide the Services with due skill and attention and in accordance with Good Industry Practice in relation to the provision of services the same as or substantially similar to the Services.
- 8.2 The Service Provider shall notify the Council immediately on becoming aware that it may be unable to provide the Services either at the location specified and/or on the day(s) and/or at the times specified or in accordance with any instructions specified.

9. Termination

- 9.1 The Council may terminate the Agreement without cause on giving the Service Provider a minimum of 30 days written notice.
- 9.2 The Council shall be entitled immediately to terminate the Agreement and to recover from the Service Provider the amount of any loss resulting from such termination if the Service Provider is in breach of any of the terms of the Agreement.
- 9.3 The Council may terminate the Agreement at any time before the Services are provided by giving written notice. On giving such written notice:
 - (a) The Service Provider shall cease to be bound to provide the Services and the Council shall cease to be bound to accept the Services;
 - (b) The Council shall cease to be bound to pay that part of the Price which relates to those Services which have not been accepted;
 - (c) The Council shall not be liable for any loss or damage whatsoever arising from such termination.
- 9.4 The Council may terminate this Agreement at any time in the event of the Service Provider (in the case of an individual) becoming bankrupt or making a composition or arrangement with his creditors or (in the case of a company) having a winding up order made or (except for the purposes of reconstruction or amalgamation) a resolution for voluntary winding up is passed or a receiver or manager administrator or administrative



receiver is appointed or possession taken of the Service Provider's assets by or on behalf of the holders of any debentures secured by a floating charge and the Council shall be entitled to repayment of any monies paid in advance.

- 9.5 The Agreement shall come to an end at the end of the Contract Period if it has not already come to an end or been terminated before that date.
- 9.6 Termination or coming to an end of the Agreement shall be without prejudice to any claims for prior breach of the Agreement and all of the terms and conditions which expressly or impliedly have effect after termination of the Agreement for any reason will continue to be enforceable notwithstanding such termination or coming to an end.

10. Health and Safety

- 10.1 The Service Provider shall at all times adopt safe methods of work and comply with the requirements of the Health and Safety at Work etc Act 1974 as amended and all other relevant statutory provisions.
- 10.2 For the avoidance of doubt it is agreed that it is the responsibility of the Service Provider (at no additional cost to the Council) to provide such health, safety and welfare measures as may be necessary and as required by legislation associated guidance and approved codes of practice both for the Service Provider's Personnel and all persons coming into the Premises.
- 10.3 The Service Provider shall nominate a competent qualified and experienced person to be responsible for the health, safety and welfare matters.
- 10.4 The Council may suspend the provision of the Services in the event of non-compliance by the Service Provider with the requirements of this Clause and/or of any legislation with regards to health and safety matters. The Service Provider shall not resume provision of the Service until the Council is satisfied that the non-compliance has been rectified. Any such period of suspension shall be considered to be a period during which the Service Provider has wrongfully failed to provide the Services.

11. Variation

- 11.1 The Parties may agree in writing at any time to vary this Agreement.

12. Consequences of Termination

- 12.1 On the expiry of the Contract Period or if this Agreement is terminated in whole or in part for any reason, the Service Provider shall co-operate fully with the Council to ensure an orderly migration of the Services to the Council or, at the Council's request, a replacement service provider.
- 12.2 On termination of this Agreement (or where reasonably so required by the Council) the Service Provider shall procure that all data and other material belonging to the Council (and all media of any nature containing information and data belonging to the Council or relating to the Services), shall be delivered to the Council forthwith at the Service Provider's cost and the Service Provider shall certify full compliance with this Clause.



12.3 The provisions of Clause 7 (Indemnity and Insurance), Clause 9 (Termination), and this Clause 12 (Consequences of Termination) shall survive termination or expiry of this Agreement.

13. Third Parties

13.1 No person who is not a party to the Agreement shall have the right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from such Act.

14. Costs

14.1 Each of the Parties shall pay their own costs and expenses incurred by them in connection with this Agreement.

15. Complaints and Compliments

15.1 The Service Provider must have a process in place to log all complaints and complimentary feedback received from any or member of the public with regard to the Services provided under this Contract.

15.2 The Service Provider will report the data obtained by the logging process to the Council.

15.3 All complaints from members of the public should be dealt with and resolved appropriately by the Service Provider and any serious complaint that cannot be resolved shall be notified to the Council as soon as reasonably practicable so that the parties can co-operate and endeavour to satisfy the complainant.



IN WITNESS OF WHICH THE PARTIES HAVE SIGNED THIS AGREEMENT THE DAY AND YEAR FIRST BEFORE WRITTEN

SIGNED for and on behalf of CHILTON PARISH COUNCIL

Signature:

Name:.....

Position:.....

SIGNED for and on behalf of **[INSERT NAME OF SERVICE PROVIDER]**

Signature:

Name:.....

Position:



DOCUMENT E: SUPPLIERS PROPOSAL

The Council is looking for a comprehensive Proposal, written in English only, that address the specific requirements outlined in Document B (Specification). Please include examples and evidence where appropriate to support answers.

Prospective Suppliers are required, other than for charts and diagrams, to provide their response in a readable format.

Prospective Suppliers can choose to use the tables below or include as an embedded document. Any attachments need to be submitted in an acceptable format to the Council which includes MS Word, MS Excel, MS PowerPoint, JPEGs and PDF files. Prospective Suppliers who wish to submit an attachment in an alternative format must first check with the Council that it will be accepted.

Suppliers must keep the response within the relevant word count allowance. Suppliers to note that excluded from the word count are:

- Figure and table headings provided these are not excessive in length.
- Words as legends on diagrams, maps and plans.
- The draft design.
- Draft timetable and draft risk assessment.

Suppliers are recommended to refer to Document C for the Evaluation Criteria.

Prospective Suppliers are requested to complete the response to the proposal below:

Proposal: Please describe how your organisation will design, supply and install the infrastructure (including playground) within a designated community green space in Chilton, Buckinghamshire. As part of your response, please include (but not be limited too) details of:

- Experience of similar services delivered in the last 12 months, including contact details of two references.
- A draft timetable or schedule of works including a draft risk assessment (can be submitted separately).
- An initial draft visual design with compliance to the requirements outlined in Document B (Specification), specifically meeting the scope outlined in Section 4 including any appropriate standards (can be submitted separately).
- Any supporting information as to how you plan to meet the requirements outlined in Document B (Specification).
- An itemised breakdown of the infrastructure included in the draft design.
- Materials to be used (quality of materials used, expected lifespan for equipment, warranty, reliability of supply chain and spare availability).
- Environmental credentials with evidence of the steps taken towards steps taken to minimise any environmental impact on the Premises. In addition, brief details of your sustainable approach and policies relating to manufacture, recycling and disposal of equipment and carbon emissions relating to supply chain and manufacture.
- Any social value (i.e. sub-contracting locally, using apprenticeships)
- After installation services (if any).



Suppliers Response (Word Limit: 2500):

DOCUMENT G: SUPPLIERS DETAILS

Organisation name:	
Type of organisation:	
Brief description of the organisation in terms of its activities/services:	
Company or charity number:	
VAT number (if applicable):	
Address:	
Registered address (if different):	
Website address:	
Primary contact name including position and title (to whom all correspondence will be addressed)	
Primary contact phone number:	
Primary contact email address:	
Are you a Small, Medium or Micro Enterprise (SME)?	



DOCUMENT H: SUPPLIERS DECLARATION ON COLLUSIVE TENDERING

To: Chilton Parish Council

In response to: Invitation to Quote (ITQ) for the design, supply and installation of infrastructure (including a playground) within a designated community green space in Chilton, Buckinghamshire (the 'Service')

I/We declare that:

1. This is a bona fide ITQ response, intended to be competitive, and that I/we have not fixed or adjusted the amount of the ITQ by or in accordance with any agreement or arrangement with any other person.
2. I/We have not done, and I/we undertake that I/we will not do at any time before the hour and date specified for the return of this ITQ any of the following acts:
 - a) Communicating to a person other than the person calling for those ITQ the amount, or approximate amount of the proposed ITQ except where disclosure, in confidence, of the approximate amount of the ITQ was necessary to obtain premium quotations required for the preparation of the ITQ.
 - b) Entering into any agreement or arrangement with any other persons that they shall refrain from entering an ITQ or as to the amount of any ITQ to be submitted
 - c) Offering, paying, 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 ITQ or proposed tender for the said work any act or thing of the sort described above.

We acknowledge that if we, or anyone who acts on our behalf behaves improperly or commits an offence under the Prevention of Corruption Acts 1889-1916, Chilton Parish Council tendering for services may cancel the Contract and recover all costs and losses.

In this certificate, the word 'person' includes any persons or anybody or associated, corporate or unincorporated, and 'any agreement or arrangement' includes any such transaction, formal or informal, and whether legally binding or not.

Signature:

Position held:

Name and Address of Supplier:

.....

.....

Dated:

Note: Refusal to give this declaration and undertaking means any submitted ITQ will be treated as null and void and not considered by the Council.



DOCUMENT I: INVITATION TO QUOTE SUBMISSION CHECKLIST

Please ensure the following is included with your Invitation to Quote (ITQ) submission:

1. Document E: Suppliers Proposal (includes design, delivery and installation timetable).
2. Document F: Suppliers Price.
3. Document G: Suppliers Details.
4. Document H: Suppliers Declaration on Collusive Tendering
5. Itemised product details including warranty details.
6. Copies of Insurance Certificates.
7. Details of any maintenance requirements.
8. Two references.
9. Any requested Health and Safety policies.