

Applicant’s Offer

Invitation to Tender

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| Contract for: Ivybridge Victoria Park and MacAndrews Field Play Areas Improvements |

Closing date for return of submission:

12:00hrs (noon) on 30th June 2023

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| Name of Applicant: |

This document must be completed and returned in the published format. Failure to comply with this instruction may result in your Submission being discounted.

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| Contents |

[1 General Information 4](#_Toc128132929)

[1.1 Procurement Procedure 4](#_Toc128132930)

[1.2 Procurement Timetable 4](#_Toc128132931)

[1.3 Town Council Representatives 4](#_Toc128132932)

[1.4 Contract Period 5](#_Toc128132933)

[1.5 Insurance Levels 5](#_Toc128132934)

[1.6 Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) (as amended) 5](#_Toc128132935)

[2 Specification 6](#_Toc128132936)

[2.3 The requirement, within a maximum total project budget of £100,000 8](#_Toc128132937)

[2.8 Access 11](#_Toc128132938)

[2.9 Entry 11](#_Toc128132939)

[2.10 Working Hours 12](#_Toc128132940)

[2.11 Site Tidiness and Site Waste Management Plans 12](#_Toc128132941)

[2.12 Site Fencing 12](#_Toc128132942)

[2.13 Electricity and Water for the Site 12](#_Toc128132943)

[2.14 Third Party Land Interests 12](#_Toc128132944)

[2.15 Interference with any Access to Property, Apparatus or Service 12](#_Toc128132945)

[2.16 Contractor’s Compounds and Storage Areas 13](#_Toc128132946)

[2.17 Facilities and Services to be provided by the Contractor 13](#_Toc128132947)

[2.18 Protection against Damage 13](#_Toc128132948)

[2.19 Apparatus of Statutory Undertakers, Highway Authorities and others 13](#_Toc128132949)

[2.20 Traffic Requirements 13](#_Toc128132950)

[2.21 Vibration, Noise and Dust 14](#_Toc128132951)

[2.22 Provision of Method Statements 14](#_Toc128132952)

[2.23 Health and Safety 14](#_Toc128132953)

[2.24 Environmental Best Practice 15](#_Toc128132954)

[2.25 Public Relations 16](#_Toc128132955)

[2.26 Reporting Requirements 17](#_Toc128132956)

[2.27 Conditions of Contract 17](#_Toc128132957)

[2.28 Additional Sources of Information 17](#_Toc128132958)

[2.29 Added Value 17](#_Toc128132959)

[2.30 Performance Management 17](#_Toc128132960)

[3 Selection Questionnaire 18](#_Toc128132961)

[4 Award 33](#_Toc128132962)

[4.1 Award Criteria 33](#_Toc128132963)

[4.2 Scoring Guidelines 33](#_Toc128132964)

[4.3 Award Questions 34](#_Toc128132965)

[5 Pricing Schedule 36](#_Toc128132966)

[6 Certificates 37](#_Toc128132967)

[6.1 Conditions of Tender 37](#_Toc128132968)

[6.2 Certificate of Undertaking and Absence of Collusion or Canvassing 38](#_Toc128132969)

[6.3 Certificate of Confidentiality 40](#_Toc128132970)

[6.4 Commercially Sensitive Information 40](#_Toc128132971)

[6.5 Conflict of Interest 40](#_Toc128132972)

# **General Information**

## Procurement Procedure

Ivybridge Town Council is issuing this Invitation to Tender (ITT) and is inviting expressions of interest and Bids from Applicants in response to the published advertisement. The ‘Open’ procurement process has been selected by the Town Council for this below threshold tender in line with the Town Council Procurement Procedure Rules and means that all Applicants that submit a Bid shall be evaluated in accordance with the criteria and process outlined within this Applicant’s Offer document and the information contained within it shall be used by the Town Council as the means to make a Contract award decision.

## Procurement Timetable

The Town Council proposes the following timetable for the award of the Contract(s):

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| **Procurement Stage** | **Dates** |
| Publication of advertisement | 5th May 2023 |
| Procurement documents issued to Applicants | 5th May 2023 |
| Site visits with officer from Town Council | Up to 2 June 2023 (by arrangement) |
| Clarification questions to be submitted by | 16th June 2023 |
| Clarification responses to be issued by | 23th June 2023 |
| Bid Deadline | 30th June 2023 |
| Evaluation | 17th – 20th July 2023 |
| Notification of Contract award | 21st July 2023 |
| Standstill Period | 21st July – 4th August 2023 |
| Contract start | 4th August 2023 |

The Town Council reserves the right to change the above timetable and Applicants will be notified accordingly if there is a change.

## Town Council Representatives

No person in the Town Council’s employ or other agent, except as so authorised by the Clerk to the Town Council, has any authority to make any representation or explanation to Applicants as to the meaning of the Contract or any other document or as to anything to be done or not to be done by Applicants or the successful Applicant or as to these instructions or as to any other matter or thing so as to bind the Town Council.

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| **Town Council Authorised Representative contact details:** |
| Jonathan Parsons  Town Hall, Erme Court  Leonards Road  Ivybridge  PL21 0SZ  townclerk@ivybridge.gov.uk |

## Contract Period

It is intended that any resultant Contract shall commence as soon after receipt of formal letter of award as may be agreed. The Contract period is to be up to a period of one month following the formal opening of the play area.

## Insurance Levels

### Employer’s Liability Insurance

The Town Council’s minimum requirement for Employer’s Liability Insurance is £10,000,000.

### Product Liability Insurance

The Town Council’s minimum requirement for Product Liability Insurance is £10,000,000.

### Professional Indemnity Insurance

The Town Council’s minimum requirement for Professional Indemnity Insurance is £2,000,000.

### Public Liability Insurance

The Town Council’s minimum requirement for Public Liability Insurance is £10,000,000.

## Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) (as amended)

1.6.1 It is the responsibility of the Applicant to consider whether or not TUPE is likely to apply in the particular circumstances of this tender exercise and to act accordingly. Applicants should therefore take their own advice regarding the likelihood of TUPE applying. However, it is the view of the Town Council that TUPE is unlikely to apply to this tender. Applicants should take account of the provisions contained in the Best Value Council’s Staff Transfers (Pensions) Direction 2007.

1.6.2 A ‘Relevant transfer’ can apply when a business, undertaking or part of one is transferred from one employer to another as a going concern or where a service previously undertaken by the Town Council is awarded to a Contractor or a contract is awarded to a new Contractor on subsequent re-tendering.

1.6.3 The Town Council shall comply with its obligations under TUPE in respect of each Relevant Transfer pursuant to this agreement and the Applicant shall comply and shall ensure that each of its sub-contractors shall comply with its obligations in respect of each Relevant Transfer pursuant to this agreement. The Town Council and the Applicant shall indemnify the other against any direct losses sustained as a result of any breach of the TUPE Regulations by the party in default.

For more information please use the websites listed below:

[www.gov.uk/transfers-takeovers](https://www.gov.uk/transfers-takeovers)

<http://www.opsi.gov.uk>

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| **Specification** |

**2.1 Introduction**

Ivybridge Town Council is seeking to work in partnership with a playground provider for the design, supply and installation of play equipment at Victoria Park (PL21 0AQ) and MacAndrews Field (PL21 0JU) play parks in Ivybridge.

Ivybridge is a town in the South Hams, with various play parks serving the town. The two existing play parks that are the subject of this tender opportunity are set in Victoria Park in the Planning Conservation area on the edge of the town centre, and MacAndrews Field a short distance away in a recreation field surrounded by housing estates.

The existing play equipment at Victoria Park is set within a c.850sqm fenced area, itself part of a wider tree lined park. Within the immediate vicinity there is a primary school which uses the park (but not the play area). There is a small seating shelter and fixed tables to the northern edge of the play area. There is also a MUGA immediately adjacent as well as a fenced nature area. The play area includes some mature trees, stone features in the ground and a stone wall that should be incorporated into the design.

Most of the existing play equipment at MacAndrews Field has recently been removed. A couple of belt ramps and mounded areas remain and could be incorporated. It is not a fenced in area and so the footprint, which is currently c.500 sqm should be expanded, but remain focussed in the north west corner so as not to encroach on other park uses eg the informal football field. The park is a grassed public open space surrounded on three sides by rear residential gardens and it gently slopes down to the road on the southern edge. The site includes trees - mature and newly planted - and moveable football goals. At the northern edge there is a special memorial area dedicated to the WWII history of the site.

At the two Ivybridge sites the tender opportunity is for removal of pieces of play area equipment which are no longer fit for purpose, refurbish equipment where possible and the provision of new and additional pieces of play equipment and, where required surfacing, to improve and diversify the play offering to the local community.

**2.2 Background and local consultation feedback**

A consultation has been carried out with the local community – this was carried out virtually. The consultation was undertaken by site poster and by social media promotion all linking to an online questionnaire.

The most popular activities (most popular at top) were:

* Climbing
* Exploring
* Bouncing
* Swinging
* Sliding
* Run around and exercise
* Make believe

Variety of equipment was most important, as well as natural play, physical inclusivity and sensory items.

Swings for all ages were popular, as was climbing equipment (and monkey bars), and a slide or slides.

**Victoria Park**

The existing fenced play area contains equipment and surfacing which varies in age from 10 years old up to 25 years approximately and much is considered no longer fit for purpose. It is proposed to remove the unsuitable current equipment and safety surfacing (unless providers consider that the existing safety surfacing can be incorporated as a sub-base – i.e. skimmed over with wetpour or similar). The existing fencing is also in need of replacement.

The Council set parameters for the play area consultation in so much as the site is not intended to cater for 12+yrs, and the consultation indicated that residents wish to see the play area cater for all ages under 11s as opposed to just toddlers/under 5s.

It is envisaged that play equipment will be sited within the existing fenced play area, although proposals to extend outside the current boundaries are welcome.

As the site is in a Planning Conservation area, informal pre-planning advice is that a planning application will be required for the changes.

It is up to the play provider to come up with a suitable design to make the best use of the space available. The play provider should not be constrained by the siting of the existing equipment, albeit if they wish to reuse it or existing safety surfacing this would be acceptable, subject to ensuring longevity of any reused equipment or materials.

**MacAndrews Field**

The play area is an unfenced area of the park in the north-west corner. There was a natural wood play area but it had to be mostly, but not completely, removed due to rotting after just 7 years service. There is an under 12s play area not far away (Wetherdon Drive) and so this play area needs to complement that one.

The budget for this area is smaller and so fewer items of equipment are expected, but they should still be significant and provide an exciting play opportunity.

The whole of the field is owned by the Council and it is up to the play provider to come up with a suitable design to make the best use of the space available, and it not need to be constrained to the current play area footprint, although it should be centred on the north west of the field.

Again it is anticipated that a planning application would be required.

## The requirement, within a maximum total project budget of £100,000

### Victoria Park (guide budget of £70,000)

### 2.3.1 'Mandatory'

### Removal and disposal of:

* + Existing multi activity unit
  + Existing roundabout
  + Existing fencing
  + Existing fixed metal tables (outside fenced area to north, but retain for potential use elsewhere)

Installation of:

* + Tree house themed Multi-Activity Unit – for toddlers/<5s
  + Tree house themed Multi-Activity Unit – for 5+yrs (up to 11yrs)
  + Appropriate safety surfacing around any newly installed equipment
  + Sensory (sound) features eg hanging xylophone and talk tubes.
  + Play vehicle (eg bus) for 4 children to sit in (two steering wheels)
  + At least two items of accessible play equipment included into the design
  + Replacement fencing
  + Three metal perching benches – 1 inside and 2 outside the fenced area

### 'Desirable'

* + Lots of opportunity for climbing/clambering designed into the MAUs (including monkey bars for the 5-11yrs MAU if possible)
  + A design for the MAU’s which supports and encourages exploring and imaginary play
  + Keep small picnic bench or relocate/replace to improve use of space
  + Retain/refurbish/re-site wooden train, swing sets and duck springer if possible
  + Improvement to path links to main park access points
  + If space allows then natural features (mounds, boulders) are welcome, or alternatively such features could be proposed in appropriate locations outside of the fenced area eg in nature area

**MacAndrews Field (guide budget of £30,000)**

**2.3.3 ‘Mandatory’**

Removal and disposal of:

* Existing timber items and bases
* Rubber ramps on mounds (or repair of)
* Reduction of willow on mounds

Installation of:

* Zip wire – parallel (bigger and smaller)
* Nest swing
* Rope net pyramid

### 'Desirable'

* + Monkey bars for adults and older children
  + A design which supports and encourages exploration and imaginary play
  + Natural features (mounds, boulders) are welcome where it is considered they would usefully contribute to increasing play value at the site

**2.4 Functional Requirements/considerations**

* There is an aesthetic preference for wooden or natural looking equipment where possible, due the natural surroundings, however longevity is important. Also noting that not all pieces of ‘desirable’ equipment can be entirely natural looking. The provider is advised to submit proposals for the Multi-Activity Units in particular in wood if possible, although use of HPL/HDPE, or other wood effect materials where this would add to the longevity of an item can be included. If not possible, then a naturalistic colour scheme should be used where metal is the only option.
* The Town Councils Procurement Policy will be applied in considering bids. The Town Council has declared a climate and biodiversity emergency. Any wooden equipment should be constructed with durability in mind. Equipment should either be constructed from naturally resistant wood types e.g. Mountain larch, oak or Robinia or impregnated wood. All wood should be sourced from forest with a certified replacement programme (FSC). Any timber structural items (e.g. timber posts within the ground) should have a minimum replacement period of 10 years. Main/structural posts will be expected to be kept out of the ground and this design approach should be detailed in the submission (e.g. steel footings), both to reduce potential for damage (e.g. from strimming) and from rot.
* The Town Council is open to suggestions as to appropriate safety surfacing based on ground conditions, cost, ongoing maintenance and equipment design. The Town Council is not prescriptive, and whilst wetpour might be favoured for longevity and ease of maintenance, the Town Council is mindful that this may impact on the budget and quality of equipment, and would not be averse to providers proposing grass matting for some/all equipment. Providers are welcomed to make their own assessment and to propose the safety surfacing they consider most appropriate for the location and specific pieces of equipment.
* The Multi-Activity Units for under 5s, and over 5s are key ‘mandatory’ pieces of equipment required, and the preference is for pieces of equipment that will spark imagination (e.g. creative, dramatic, role play, etc). They should seek to include varied opportunities for climbing (in particular), sliding, etc, as well as look outs, and some shelter.

**2.5 Other Requirements/considerations**

* The design submitted with the bid may require further refinement based on consideration and agreement by the Town Council. The Town Council reserve the right to request changes to equipment and surfacing and in consultation with the provider in an effort to arrive at a final and best design for the local community. This will be within the maximum total budget of £100,000 budget but may result in a lower contract price to be agreed prior to signing of contract.
* The equipment needs to be of good value and with low running costs and maintenance requirements, however this should not result in a design which lacks imagination, or some level of risk and challenge.
* The equipment must be robust enough to withstand heavy use (the Victoria Park site itself being adjacent to a primary school) and possible anti-social behaviour.
* Natural/innovative/creative/imaginative/stimulating/challenging play opportunities are welcomed, particularly where there is balance against a desire for low maintenance – accordingly they should be well designed, taking account of likely levels of use, grounds maintenance, design and durability of the features (e.g. mounds are great, but not if rapidly eroded exposing the sub-base and being unsafe for use).
* Risk should not be designed out of the play areas – these play areas should not be sterile, instead allowing children to develop in an environment with a level of risk and challenge. The Town Council does not however expect to be seeing numerous defects identified on the Post Installation Inspection Report which the provider seeks to dispute. The Town Council will expect all defects on the Post Installation Inspection Report to be properly addressed, and will not accept handover until this is the case.
* A suitable warranty period will need to be provided, which will form part of the evaluation process. Also, details of any proposed or recommended maintenance packages can be supplied in addition.
* All equipment and surfacing must be constructed and installed to manufacturer’s instructions and current legislation i.e. BS EN 1176 and EN 1177.
* Submissions should take account of good play area design guidance (e.g. Play England’s *‘Design for Play’*).

The Contractor must include all costs associated with the project within the maximum total project budget of £100,000 including:

* Design of play equipment and safety surfacing;
* Providing all documents required for the planning process when requested;
* Supply, Delivery and Installation of play equipment and safety surfacing in accordance with the final agreed design. To also include security fencing and welfare facilities during the works period;
* Removal and disposal of old play equipment and associated safety surfacing (where specified);
* Post Installation Inspection Report undertaken by an independent inspector (i.e. not part of the contractor’s company). Any A, B & C rated items/defects must be resolved to the Council’s satisfaction, and the Town Council will not entertain attempts from providers to argue that they know better than the safety inspectors;
* Project management (including compliance with relevant legislation including, but not limited to, CDM Regulations and relevant Health, Safety and Environmental legislation and provision of all management information and final handover documentation).

**2.6 Site visits**

The Contractor is welcome to visit and inspect the sites prior to submitting their Bid. The parks are freely accessible, and there are no restrictions on times or days at which the sites can be accessed. Visits should be undertaken by foot, using nearby on street parking. No vehicles should be brought onto the sites for the purposes of site visits to inform this Bid.

The Contractor should gather all the information they deem necessary to fulfil the requirements of this Bid and subsequent contract, and deliver the objectives therein. No consideration shall be given as a result of omissions or additions to this Bid or subsequent contract by the Town Council or the client that arise as a result of failure to gather information that could reasonably be expected to have been determined from a site visit. The inspection shall not be invasive in any way. If the Applicant determines that an invasive survey is required in addition to the information provided with this Bid or subsequent contract then the Applicant is to raise this as a clarification, or include it in the tender price.

A representative of the Town Council will be available to meet Contractors for pre-arranged meetings at the two sites if required. The purpose of these visits will be to familiarise, and to respond to any questions on points of clarity about the specification (questions and answers will be noted as far as possible for subsequent posting on the portal to ensure other providers have a level playing field) or to discuss suggestions to inform a provider’s tender submission.

**2.7 Contract/Service Management and Implementation Requirements**

* Provide a final Project Plan, including timescales, following Contract Award. The Project Plan should include as a minimum: lead in times, periods for installation and dates for final inspection and opening.
* Comply with CDM Regulations, as well as all relevant Health, Safety and Environmental legislation, and factor any costs associated with such compliance into the available budget.
* Complete Post-Installation Inspection Reports by an independent and qualified RPII inspector to satisfy the Council’s insurers.
* Provide the Town Council with information in the required format regarding on-going maintenance and resource implications.
* Provide project timescales, method statements and risk assessments in order to meet the requirements of the CDM Regulations.

The Town Council will agree the final Project Plan with the Contractor following Contract Award.

## Access

The locations of the sites are shown in the Figures in the Additional Sources of Information. The Contractoris to propose their access and working area requirements for each site and agree these with the Town Clerk prior to commencement of the works. The Contractor must confine their operations to the agreed working areas.

The Contractor must ensure that access for emergency services is maintained at all times.

Before and after photographs will be taken of the condition of the wider park surfaces (footpaths. grass, MUGA, trees etc), and the Contractor will be liable for proper and timely repair of any damage caused by their works activity and vehicles.

It must be noted that Victoria Park is used as a play time space for the Erme Primary School. This must be considered in any site plans.

## Entry

The Contractor must notify the Town Council at least 7 days in advance of their intention to first enter or occupy any site. Any method statements and approvals must have been approved by the Town Clerk in advance of this.

The Contractor must help the Town Clerk keep local residents and neighbouring organisations informed of the planned works as required by the Town Clerk.

The Contractor must keep records of the dates of their first entry onto and departure from any site, together with the dates of the erection and removal of all temporary fencing.

The Contractor should not enter or use any site for any purpose not connected with the works.

## Working Hours

The use of equipment and machinery on any site should be limited to the normal working hours of 8.00am to 6.00pm Monday to Friday. Quiet operations will be permitted between the hours of 7:00am and 7:00pm Monday to Saturday. No construction activities are to be undertaken outside of these hours, or Sundays or Public Holidays without the prior written agreement of the Town Clerk.

People must not remain on any site overnight without the written agreement of the Town Clerk.

## Site Tidiness and Site Waste Management Plans

The Contractor must keep any Working Areas tidy and promptly remove any waste. Materials, Plant and Equipment must be positioned, stored and stacked in a safe and orderly manner.

## Site Fencing

The Contractor is responsible for ensuring that any Site is adequately fenced during periods of reduced activity or when the Site is unattended, to ensure the safety of the public and to minimise risk of unauthorised entry to working and storage areas.

## Electricity and Water for the Site

The Contractor is to make their own arrangements for the supply of water, power and fuel necessary to execute the works.

## Third Party Land Interests

Subject to unavoidable disturbance caused by undertaking the works, the Contractor must not interfere with land rights which may be enjoyed on or near any Site and must cause the least possible interference with existing amenities whether natural or man-made.

## Interference with any Access to Property, Apparatus or Service

Before interfering with any access to property, apparatus or service, the Contractor must identify its access requirements and provide alternative arrangements. The Contractor must notify the Town Clerk and the relevant owners and occupiers in writing 7 days in advance of any such interference and confirm to the Town Clerk that alternative arrangements have been agreed.

Should it become impractical to maintain vehicular access to any property, apparatus or service at any time during the works, the Contractor must provide and maintain alternative arrangements. The Contractor must also provide every assistance to the owner/occupier or tenant affected by the works to enable them to undertake all aspects of their normal activity.

In particular the Contractor must take into account the access and service requirements of those with special needs.

## Contractor’s Compounds and Storage Areas

The Contractor must identify suitable areas for use as compounds and storage areas and agree these with the Town Clerk.

Except as may be otherwise required by the contract, the Contractor must design, construct, maintain, and afterwards remove and reinstate temporary accommodation, services, compounds, storage areas and accesses required for the works. The Contractor must submit details of his design and reinstatement proposals to the Town Clerk for acceptance.

Reinstatement work includes the removal of all materials used during the works, and restoring the area to at least its original degree of safety, stability, drainage and appearance, unless specific acceptance is otherwise given by the Town Clerk. The original condition will be recorded in pre-start condition survey photographs to be provided by the Town Council in advance of the works commencing.

## Facilities and Services to be provided by the Contractor

The Contractor must provide the appropriate level of welfare facilities and services for the use of the Contractor’s employees and work force, for the duration of the works.

## Protection against Damage

The Contractor must not damage highways, roads, properties, land, trees, boundaries (including hedgerows and hedge banks), stone walls and any other features, and the apparatus of Statutory undertakers, the Highways Authority and others unless specific instruction is provided.

The Contractor must protect the works, Material, Plant and Equipment liable to damage either by the weather or by the method used for carrying out the works.

## Apparatus of Statutory Undertakers, Highway Authorities and others

Information concerning the believed location of apparatus of the Statutory Undertakers or others is included in the Additional Sources of Information.

The Contractor must satisfy himself as to the exact position of existing apparatus which may affect or be affected by the construction of the works and liaise with all relevant Statutory Undertakers or other owners as required.

## Traffic Requirements

No permanent or temporary highway, road or footpath closures or diversions are deemed to be required for the works. Should these be required then these are to be sought and managed by the Contractor including arranging all the necessary permissions, notices and licences.

The Contractor is responsible for traffic safety and management. In particular, the Contractor is responsible for:

* Maintaining safe access to public areas;
* Separating site traffic from public areas;
* Separating pedestrian and vehicular traffic; and
* Maintaining access for emergency services at all times.

The Contractor must prevent vehicles entering and leaving the Site depositing mud or other debris on the surface of adjacent roads, pavements or footpaths, and must promptly remove any materials deposited.

## Vibration, Noise and Dust

The Contractor must provide Equipment and working methods so as to minimise the risk of damage to property caused by vibrations transmitted through the ground.

The Contractor must ensure that the ‘best practicable means’ are employed to minimise the noise and vibration resulting from his operations.

The Contractor must monitor noise levels. Operations producing excessive noise will need to be agreed in writing prior to commencement.

The Contractor must take all reasonable measures to control the generation of dust and mud resulting from his activities, including:

* watering exposed surfaces using mobile bowsers equipped with sprinkler bars;
* covering dust creating materials being delivered to or removed from Site on the truck;
* cleaning vehicles leaving Site; and
* immediately removing any debris deposited on the public highway outside the Working Areas.

## Provision of Method Statements

Method statements must be provided for acceptance and include full particulars of the methods, timing and sequence of the works including the use of Materials, Plant and Equipment proposed by the Contractor.

The Contractor must issue method statements in advance of carrying out items of work. The Contractor should allow the period for reply for acceptance or rejection of method statements. Work must not commence until the Town Clerk has accepted the relevant method statement. The Contractor must undertake the work in accordance with the accepted method statement.

## Health and Safety

### CDM Regulations

The Construction (Design and Management) Regulations 2015 (the CDM Regulations) apply to the works. The Contractor is to perform the role of either Contractor or Principal Contractor in accordance with the CDM Regulations.

The Contractor is responsible for advising the Employer should the project become notifiable and an F10 therefore required.

The Contractor will need to submit a construction phase plan for review prior to commencement on site.

The pre-construction information is contained within this Specification.

### Particular Health and Safety Requirements

The Contractor must familiarise himself with the contents of the CDM pre-construction information contained within this Specification.

The Contractor must pay particular attention to ensuring the safety of the public during the construction phase particularly as the work is within a public open space.

The Contractor must positively locate all services when plans indicate they are in the vicinity of the works even if they do not appear to be located within the immediate working area.

### Emergency Arrangements

The Contractor must acquaint himself and his employees with any relevant emergency arrangements.

The Contractor must provide emergency vehicle access to the sites at all times, and give reasonable access to members of the emergency services who may inspect the Sites.

### Site Security

The Contractor must ensure that the works do not compromise the security of properties or vehicles adjacent to the works.

The Contractor is responsible for the security of the Sites and of vehicles and pedestrians entering and leaving the Sites.

The Contractor must ensure that any site gates are closed after the passage of vehicles or personnel on each and every occasion. Gates must not be left open.

The Contractor must ensure that the Sites are left properly secured at the end of each working day.

### Hazardous substances

The Contractor must advise the Town Clerk in writing of any substance that he proposes to bring onto Site that falls within the Control of Substances Hazardous to Health Regulations 2002 (as amended), or otherwise require special precautions to be taken. Such advice is to include copies of all relevant COSHH assessment sheets.

## Environmental Best Practice

### Overview

The Contractor should undertake the Works in accordance with environmental best practice.

The Contractor must demonstrate his proposals to minimise environmental impacts and to comply with environmental best practice principally through the content of, and adherence to, his method statements.

Materials used in construction should, where appropriate, be locally sourced, manufactured using low energy demands, and manufactured without producing harmful by-products or pollution.

### Control of pollution requirements

The Contractor must take all necessary precautions to protect all watercourses, together with water in underground strata, against silting, erosion and pollution.

### Controlled Waste

Where Materials arising from or required for the works constitute ‘Controlled Waste’ under the Environmental Protection Act 1990, the Contractor must ensure that the duty of care legislation is followed, including ensuring that waste carriers are licensed to transfer the Materials and copies of Waste Transfer Notes are obtained.

### Trees

The Contractor will be responsible for ensuring that any works that may affect trees shall be agreed during the design stage and prior to any works commencing. Where trees are affected, the contractor will be required to provide protective fencing in accordance with BS 5837:2012: Trees in relation to design, demolition and construction. This standard gives recommendations and guidance on the principles to be applied to achieve a satisfactory juxtaposition of trees, including shrubs, hedges and hedgerows, with structures. No trees are to be removed or any other works carried out on them, they must be incorporated safely into the design.

## Public Relations

### General

The Contractor must assist the Town Council to establish and maintain good public relations during the course of the contract and thereafter. Public relations include keeping the general public informed; liaising with local residents, businesses and landowners; dealing with complaints; and dealing with the press and media.

### Contacts with the Press or Media

The Contractor must notify the Town Clerk of all press or media enquiries and refer them to the Employer.

### Liaison with Third Parties

The Contractor must notify the Town Clerk of any requests for meetings requested by third parties so that the Town Clerk has the option to attend or send a representative.

The Contractor must record all meetings and agreements with third parties and notify the Town Clerk of the details.

### Third Party Complaints and Claims

The Contractor must notify the Town Clerk immediately following any damage or injury arising out of the execution of the works.

The Contractor and Town Clerk must notify each other without delay of all complaints, claims or warnings of intended claims which they may receive.

The Contractor must deal promptly with any complaints, claims, damage or injury by owners or occupiers.

## Reporting Requirements

### Overview

The Contractor must provide the Town Clerk with regular updates.

### Photographs

In addition to the photographs recorded in the ‘pre-start condition survey’ photographs (to be provided by the Town Council in advance of the works commencing), the Contractor must take regular photographs of the work as it progresses.

Upon Completion, the Contractor must ensure that all photographs have been passed to the Town Clerk and they become the property of the Employer. The Contractor ensures that no use is made of the photographs without the written approval of the Employer.

## Conditions of Contract

The conditions for this contract are the NEC Engineering and Construction Short Contract (ECSC) third edition, April 2013.

## Additional Sources of Information

### Figures for each site

* Site Location
* Land Ownership and existing fenced play area boundaries plan
* Google Aerial and Streetview images of the Site
* Land potentially available to extended fenced play area
* Photographs of site
* Indicative service plans

**Please note**: these are standard service enquiries and that the contractor must dial before they dig to ensure the services are where they are shown. It remains the contractors responsibility for not damaging services and the contractor is required to be covered for any repairs to the services should they drill through one.

## Added Value

The Contractor will be expected to suggest as part of its response to the Selection and/or Award questions any additional products or services that they may be able to offer as part of this Contract or any other added value that their offer might be able to bring to the Town Council. Contractors are expected to build any such offers into their submissions regardless of whether specific questions are asked along these lines or not.

## Performance Management

### Management Information

Contractors should, by way of on-going Contract performance be prepared to produce management information. The exact format and duration will be agreed between the Contractor and Town Council Authorised Representative. The Contractor should be able to produce the agreed management information in an electronic format such as Microsoft Excel or any other such format as specified by the Town Council. This will be at no cost to the Town Council.

|  |
| --- |
| **Selection Questionnaire** |

**Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.**

This standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

Alternatively you can submit the completed Exclusion Grounds of the [EU ESPD](https://ec.europa.eu/tools/espd) (Part III) as a downloaded XML file as an appendix to your Submission.

**Supplier Selection Questions: Part 3**

If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

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

**Consequences of misrepresentation**

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

**Notes for completion**

1. The “Town Council” means the contracting Town Council, or anyone acting on behalf of the contracting Town Council, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The Town Council recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the Town Council immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The Town Council will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.
6. For answers to Part 3 -If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

The Town Council confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the Town Council is under a legal or regulatory obligation to make such a disclosure.

The Town Council proposes to use the following criteria to evaluate Selection Questionnaire submissions:

|  |  |  |  |
| --- | --- | --- | --- |
| **Section** | **Title** | **Type of Question** | **Weighting (%)** |
| Part 1 | Potential supplier information | Information only | Not evaluated and scored |
| Part 2 | Exclusion grounds | Pass/fail | In the event of a supplier being awarded a ‘fail’, the remainder of their submission will not be evaluated and they will be eliminated from the process. |
| Part 3 Section 4 | Economic and financial standing | Pass/Fail | In the event of a supplier being awarded a ‘fail’, the remainder of their submission will not be evaluated and they will be eliminated from the process. |
| Part 3 Section 5 | Consortia/sub-contractors | Pass/Fail | In the event of a supplier being awarded a ‘fail’, the remainder of their submission will not be evaluated and they will be eliminated from the process. |
| Part 3 Section 6 | Technical and professional ability | Pass/Fail | In the event of a supplier being awarded a ‘fail’, the remainder of their submission will not be evaluated and they will be eliminated from the process. |
| Part 3 Section 7 | Modern Slavery Act 2015 | Pass/Fail | In the event of a supplier being awarded a ‘fail’, the remainder of their submission will not be evaluated and they will be eliminated from the process. |
| Part 3 Section 8 | Insurance | Pass/Fail | In the event of a supplier being awarded a ‘fail’, the remainder of their submission will not be evaluated and they will be eliminated from the process. |
| 8.4 | Compliance with Equality Legislation | Pass/Fail | In the event of a supplier being awarded a ‘fail’, the remainder of their submission will not be evaluated and they will be eliminated from the process. |
| 8.5 | Environmental Management | Pass/Fail | In the event of a supplier being awarded a ‘fail’, the remainder of their submission will not be evaluated and they will be eliminated from the process. |
| 8.6 | Health & Safety Management | Pass/Fail | In the event of a supplier being awarded a ‘fail’, the remainder of their submission will not be evaluated and they will be eliminated from the process. |

In the event of a supplier being awarded a ‘fail’, the remainder of their submission will not be evaluated and they will be eliminated from the process.

**Economic and Financial Standing**

The Town Council will carry out a financial check on the Applicant. The financial check may occur as part of the procurement process or at contract award. The Town Council reserves the right to use the services of an independent third party to assess your financial standing/appraisal.

If undertaking a credit check it shall yield a position of risk for your organisation. This score will be utilised by the Town Council to identify the following risk factor posed to it by the Applicant:

|  |  |  |
| --- | --- | --- |
| **Risk indicator** | **Definition** | **Action** |
| **3**  **4**  **-** | **Higher than average risk**  **High risk**  **Undetermined** | **Evaluate further financial information** |
| **1**  **2** | **Minimum risk**  **Lower than average risk** | **Pass** |

If a credit score is returned with a score of 1 or 2, then the Applicant shall be deemed to have passed this element of the evaluation process.

If the Town Council is unable to obtain a credit score or the credit score returned is 3 or 4 the Town Council shall form a review of the Applicant’s accounts available from Companies House. If company accounts are not available then the Town Council shall request the Applicant to submit the financial information as indicated by the Applicant’s response in Question 4.1 to verify the Applicant’s economic and financial standing. Using this evidence, the Town Council department will determine an Applicant’s suitability, taking all of the available facts into account including the subject matter of the Contract and the risk factors inherent to it.

Where the Town Council rules that an Applicant is suitable to progress with the procurement process the Applicant shall be judged to have passed this element of the evaluation process.

Where the Town Council rules that an Applicant is not suitable to progress with the procurement process the Applicant shall be judged to have failed this element of the evaluation process. The Town Council judgement is final. In the event of the Applicant being awarded a ‘fail’ the Applicant will be eliminated from the procurement process.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Part 1: Potential supplier information**  Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration. | | | | | | |
| **Section 1** | **Potential supplier information** | | |  | | |
| **Question number** | **Question** | | | **Response** | | |
| 1.1(a) | Full name of the potential supplier  submitting the information | | |  | | |
| 1.1(b) – (i) | Registered office address (if applicable) | | |  | | |
| 1.1(b) – (ii) | Registered website address (if applicable) | | |  | | |
| 1.1(c) | Please mark ‘X’ in the relevant box to indicate your trading status | | | 1. a public limited company | |  |
| 1. a limited company | |  |
| 1. a limited liability partnership | |  |
| 1. other partnership | |  |
| 1. sole trader | |  |
| 1. other (please specify) | |  |
| 1.1(d) | Date of registration in country of origin | | |  | | |
| 1.1(e) | Company registration number (if applicable) | | |  | | |
| 1.1(f) | Charity registration number (if applicable) | | |  | | |
| 1.1(g) | Head office DUNS number (if applicable) | | |  | | |
| 1.1(h) | Registered VAT number | | |  | | |
| 1.1(i) - (i) | If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established? | | |  | | |
| 1.1(i) - (ii) | If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s). | | |  | | |
| 1.1(j) - (i) | Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement? | | |  | | |
| 1.1(j) - (ii) | If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this. | | |  | | |
| 1.1(k) | Trading name(s) that will be used if successful in this procurement | | |  | | |
| 1.1(l) | Please mark ‘X’ in the relevant box to indicate whether any of the following classifications apply to you | | | 1. Voluntary, Community and Social Enterprise (VCSE) | |  |
| 1. Small or Medium Enterprise (SME) | |  |
| 1. Sheltered workshop | |  |
| 1. Public service mutual | |  |
| 1.1(m) | Are you a Small, Medium or Micro Enterprise (SME)? | | |  | | |
| 1.1(n) | Details of Persons of Significant Control (PSC), where appropriate  (Please enter N/A if not applicable) | | | Name: | | |
| Date of birth: | | |
| Nationality: | | |
| Country, state or part of the UK where the PSC usually lives: | | |
| Service address: | | |
| The date he or she became a PSC in relation to the company (for existing companies the 06 April 2016 should be used): | | |
| Which conditions for being a PSC are met: | | |
| Over 25% up to (and including) 50% | |  |
| More than 50% and less than 75%, | |  |
| 75% or more | |  |
| 1.1(o) | Details of immediate parent company    (Please enter N/A if not applicable) | | | Full name of the immediate parent company: | | |
| Registered office address (if applicable): | | |
| Registration number (if applicable): | | |
| Head office DUNS number (if applicable): | | |
| Head office VAT number (if applicable): | | |
| 1.1(p) | Details of ultimate parent company  (Please enter N/A if not applicable) | | | Full name of the ultimate parent company: | | |
| Registered office address (if applicable): | | |
| Registration number (if applicable): | | |
| Head office DUNS number (if applicable): | | |
| Head office VAT number (if applicable): | | |
| **Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.** | | | | | | |
| **Please provide the following information about your approach to this procurement.** | | | | | | |
| **Section 1** | **Bidding model** | | |  | | |
| **Question number** | **Question** | | | **Response** | | |
| 1.2(a) - (i) | Are you bidding as the lead contact for a group of economic operators?  If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3.  If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3. | | | **Please indicate your answer by marking ‘X’ in the relevant box.** | | |
| **Yes** | | **No** |
|  | |  |
| 1.2(a) - (ii) | Name of group of economic operators (if applicable) | | |  | | |
| 1.2(a) - (iii) | Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure. | | |  | | |
| 1.2(b) - (i) | Are you or, if applicable, the group of economic operators proposing to use sub-contractors? | | | **Yes** | | **No** |
|  | |  |
| 1.2(b) - (ii) | If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well. | | |  | | |
| Name: | | |  | | |
| Registered address: | | |  | | |
| Trading status: | | |  | | |
| Company registration number: | | |  | | |
| Head Office DUNS number (if applicable): | | |  | | |
| Registered VAT number: | | |  | | |
| Type of organisation: | | |  | | |
| SME (Yes/No): | | |  | | |
| The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables: | | |  | | |
| The approximate % of contractual obligations assigned to each sub-contractor: | | |  | | |
| **Contact details and declaration** | | | | | | |
| I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.  I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.  I understand that the information will be used in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement.  I understand that the Town Council may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.  I am aware of the consequences of serious misrepresentation. | | | | | | |
| **Section 1** | **Contact details and declaration** | | |  | | |
| **Question number** | **Question** | | | **Response** | | |
| 1.3(a) | Contact name | | |  | | |
| 1.3(b) | Name of organisation | | |  | | |
| 1.3(c) | Role in organisation | | |  | | |
| 1.3(d) | Phone number | | |  | | |
| 1.3(e) | E-mail address | | |  | | |
| 1.3(f) | Postal address | | |  | | |
| 1.3(g) | Signature (electronic is acceptable) | | |  | | |
| 1.3(h) | Date | | |  | | |
| **Part 2: Exclusion grounds**  Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration. | | | | | | |
| **Section 2** | **Grounds for mandatory exclusion** | | |  | | |
| **Question number** | **Question** | | | **Response** | | |
| 2.1(a) | **Regulations 57(1) and (2)**  The detailed grounds for mandatory exclusion of an organisation are set out on this [web page](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf). | | |  | | |
|  | | | **Please indicate your answer by marking ‘X’ in the relevant box.** | | |
| **Yes** | | **No** |
| Participation in a criminal organisation  If Yes please provide details at 2.1(b) | | |  | |  |
| Corruption  If Yes please provide details at 2.1(b) | | |  | |  |
| Fraud  If Yes please provide details at 2.1(b) | | |  | |  |
| Terrorist offences or offences linked to terrorist activities  If Yes please provide details at 2.1(b) | | |  | |  |
| Money laundering or terrorist financing  If Yes please provide details at 2.1(b) | | |  | |  |
| Child labour and other forms of trafficking in human beings  If Yes please provide details at 2.1(b) | | |  | |  |
| 2.1(b) | If you have answered yes to question 2.1(a), please provide further details.  Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,  Identity of who has been convicted  If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents. | | |  | | |
| 2.2 | If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion ? (Self Cleaning) | | | **Yes** | | **No** |
|  | |  |
| 2.3(a) | **Regulation 57(3)**  Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions? | | |  | |  |
| 2.3(b) | If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines. | | |  | | |
| **Please Note: The Town Council reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.** | | | | | | |
| **Section 3** | **Grounds for discretionary exclusion** | | |  | | |
| **Question number** | **Question** | | | **Response** | | |
| 3.1 | **Regulation 57 (8)**  The detailed grounds for discretionary exclusion of an organisation are set out on this [web page](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation. | | |  | | |
|  | | | **Please indicate your answer by marking ‘X’ in the relevant box.** | | |
| **Yes** | | **No** |
| 3.1(a) | Breach of environmental obligations?  If yes please provide details at 3.2 | | |  | |  |
| 3.1 (b) | Breach of social obligations?  If yes please provide details at 3.2 | | |  | |  |
| 3.1 (c) | Breach of labour law obligations?  If yes please provide details at 3.2 | | |  | |  |
| 3.1(d) | Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation’s assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?  If yes please provide details at 3.2 | | |  | |  |
| 3.1(e) | Guilty of grave professional misconduct?  If yes please provide details at 3.2 | | |  | |  |
| 3.1(f) | Entered into agreements with other economic operators aimed at distorting competition?  If yes please provide details at 3.2 | | |  | |  |
| 3.1(g) | Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?  If yes please provide details at 3.2 | | |  | |  |
| 3.1(h) | Been involved in the preparation of the procurement procedure?  If yes please provide details at 3.2 | | |  | |  |
| 3.1(i) | Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?  If yes please provide details at 3.2 | | |  | |  |
| 3.1(j) | Please answer the following statements | | |  | | |
| 3.1(j) - (i) | The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.  If Yes please provide details at 3.2 | | |  | |  |
| 3.1(j) - (ii) | The organisation has withheld such information.  If Yes please provide details at 3.2 | | |  | |  |
| 3.1(j) –(iii) | The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.  If Yes please provide details at 3.2 | | |  | |  |
| 3.1(j)-(iv) | The organisation has influenced the decision-making process of the contracting Town Council to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.  If Yes please provide details at 3.2 | | |  | |  |
| 3.2 | If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning) | | |  | | |
| **Part 3: Selection questions** | | | | | | |
| **Section 4** | **Economic and financial standing** | | |  | | |
| **Question number** | **Question** | | | **Response** | | |
| 4.1 |  | | | **Please indicate your answer by marking ‘X’ in the relevant box.** | | |
| **Yes** | | **No** |
| Are you able to provide a copy of your audited accounts for the last two years, if requested?  If no, can you provide **one** of the following: | | |  | |  |
| (a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation. | | |  | |  |
| (b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position. | | |  | |  |
| (c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status). | | |  | |  |
| **Section 5** | **If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below** | | | | | |
| **Question number** | **Question** | | | **Response** | | |
|  | Name of organisation | | |  | | |
| Relationship to the Supplier completing these questions | | |  | | |
|  | | | | **Please indicate your answer by marking ‘X’ in the relevant box.** | | |
| **Yes** | | **No** |
| 5.1 | Are you able to provide parent company accounts if requested to at a later stage? | | |  | |  |
| 5.2 | If yes, would the parent company be willing to provide a guarantee if necessary? | | |  | |  |
| 5.3 | If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)? | | |  | |  |
| **Section 6** | **Technical and professional ability** | | |  | | |
| **Question number** | **Question** | | | **Response** | | |
| 6.1 | Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.  The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.  Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).  Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.  If you cannot provide examples see question 6.3 | | | | | |
|  | | Contract 1 | Contract 2 | | Contract 3 | |
| Name of customer organisation | |  |  | |  | |
| Point of contact in the organisation | |  |  | |  | |
| Position in the organisation | |  |  | |  | |
| E-mail address | |  |  | |  | |
| Contract Start date | |  |  | |  | |
| Contract completion date | |  |  | |  | |
| Estimated contract value | |  |  | |  | |
| Description of the Contract: | | | | | | |
| Contract 1: | | | | | | |
| Contract 2: | | | | | | |
| Contract 3: | | | | | | |
| 6.2 | Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)  Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries) | | | | | |
| Response: | | | | | | |
| 6.3 | If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract. | | | | | |
| Response: | | | | | | |
| **Section 7** | **Modern Slavery Act 2015: requirements under Modern Slavery Act 2015** | | |  | | |
| **Question number** | **Question** | | | **Response** | | |
|  |  | | | **Please indicate your answer by marking ‘X’ in the relevant box.** | | |
| **Yes** | | **No** |
| 7.1 | Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")? | | |  | |  |
| 7.2 | If you have answered yes to question 1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015? | | | (Please provide the relevant URL) | | (Please provide an explanation) |
| **Section 8** | **Additional questions** | | |  | | |
| **Question number** | **Question** | | | **Response** | | |
| **8.1** | **Insurance** | | |  | | |
| Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below(Please indicate your answer by marking ‘X’ in the relevant box): | | | | **Yes** | | **No** |
| Employer’s (Compulsory) Liability Insurance = £10 million | | | |  | |  |
| Public Liability Insurance = £10 million | | | |  | |  |
| Professional Indemnity Insurance = £2 million | | | |  | |  |
| Product Liability Insurance = £10 million | | | |  | |  |
| \* It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders. | | | |  | |  |
| **8.2** | **Compliance with Equality legislation** | | |  | | |
| For organisations working outside of the UK please refer to equivalent legislation in the country that you are located. (Please indicate your answer by marking ‘X’ in the relevant box): | | | | **Yes** | | **No** |
| In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)? | | | |  | |  |
| In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?  If you have answered “yes” to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.  If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.  You may be excluded if you are unable to demonstrate to the Town Council’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring. | | | |  | |  |
| If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations? | | | |  | |  |
| **8.3** | **Environmental management** | | |  | | |
| (Please indicate your answer by marking ‘X’ in the relevant box): | | | | **Yes** | | **No** |
| Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or Town Council (including local Town Council)?  If your answer to this question is “Yes”, please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.  The Town Council will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the Town Council is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches. | | | |  | |  |
| If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation? | | | |  | |  |
| **8.4** | **Health and safety** | | |  | | |
| (Please indicate your answer by marking ‘X’ in the relevant box): | | | | **Yes** | | **No** |
| Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements. | | | |  | |  |
| Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?  If your answer to this question was “Yes”, please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.    The Town Council will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the Town Council’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches. | | | |  | |  |
| If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations? | | | |  | |  |

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| **Award** |

## Award Criteria

The following criteria and weightings will be applied in the evaluation of the questions asked of Applicants within this section 4 Award.

|  |  |  |
| --- | --- | --- |
| **Evaluation Criteria Breakdown** | **Means of Evaluation** | |
|  | **Sub Criteria** | **Main Criteria** |
| Criteria: Quality | | 85% |
| Sub-Criteria: Design of Play Equipment and Planting/Landscape Works | 55% |  |
| Sub-Criteria: Robustness, Maintenance and Warranties | 20% |  |
| Sub-Criteria: Project Management, delivery team and Project Delivery Plan | 10% |  |
| Criteria: Price (and value for money) | | 15% |

## Scoring Guidelines

The questions asked of Applicants within this section 4 Award shall be scored using the marking system described within this section. Applicants should refer to the Town Council’s minimum requirements to ensure that they meet or exceed the minimum requirements wherever possible.

Applicants should be aware that the responses provided to the questions will be evaluated in such a way that the highest scores will be awarded to Applicants who show innovation, creativity, further relevant details and information that could potentially enhance the Applicant’s proposal. It should be noted that to achieve the highest scores available the Applicant must not only meet but exceed the Town Council’s minimum requirements, where these are stated.

All scored question shall be evaluated in accordance with the guidelines below:

|  |  |  |  |
| --- | --- | --- | --- |
| **Score 0** | No response | No response |  |
| **Score 1** | Extremely Weak | Very poor proposal/response; does not cover the associated requirements, major deficiencies in thinking or detail, significant detail missing, unrealistic or impossible to implement and manage | **Weak** |
| **Score 2** | Very Weak | Poor proposal/response, only partially covers the requirements, deficiencies in thinking or detail apparent, difficult to implement and manage |
| **Score 3** | Weak | Mediocre proposal/response, moderate coverage of the requirements, minor deficiencies either in thinking or detail, problematic to implement and manage |
| **Score 4** | Fair - Below Average | Proposal/response partially satisfies the requirements, with small deficiencies apparent, needs some work to fully understand it | **Fair - Good** |
| **Score 5** | Fair - Average | Satisfactory proposal/response, would work to deliver all of the Town Council's requirements to the minimum level |
| **Score 6** | Fair - Above Average | Satisfactory proposal/response, would work to deliver the majority of the Town Council's requirements to the minimum level with some evidence of where the Applicant could exceed the minimum requirements |
| **Score 7** | Good | Good proposal/response that convinces the Town Council of its suitability, response slightly exceeds the minimum requirements with a reasonable level of detail |
| **Score 8** | Strong | Robust proposal/response, exceeds minimum requirements, including a level of detail or evidence of original thinking which adds value to the bid and provides a great deal of detail | **Strong - Excellent** |
| **Score 9** | Very Strong | Proposal/response well in excess of expectations, with a comprehensive level of detail given including a full description of techniques and measurements employed |
| **Score 10** | Outstanding/ Excellent | Fully thought through proposal/response, which is innovative and provides the reader with confidence of the suitability of the approach to be adopted due to the complete level of detail provided |

Price shall be evaluated using the following scoring methodology:

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| **Scoring System** |
| Lowest price tendered from all Bids receives maximum % score (15%). Other Applicants’ prices are scored in accordance with the following equation:  % Score = Lowest Bid price x 15  Applicant’s Bid price |

## Award Questions

|  |  |
| --- | --- |
| Question  Number | Question |
| Weighting Criteria | |
| 1 | **Design of Play Equipment (55%)**  Please submit a design of the proposed play equipment and surfacing and explain how your proposed designs and chosen product ranges:   1. Makes best use of available space and responds to the site characteristics; 2. Provides a wide range of play experiences (e.g. climbing, swinging, sliding etc) where children of the specified age range can play in different ways; 3. Responds to the specification and consultation; 4. Builds in opportunities to experience risk and challenge where children can stretch and challenge themselves in every way; |
| **Town Council’s minimum requirements:** | |
| **Response:** | |
| 2 | **Robustness, Maintenance and Warranties (20%)**  Please provide the specifications and warranties for the proposed play equipment and surfacing that have been selected and explain:   1. Why it will need limited ongoing maintenance; 2. Why the warranty period is considered suitable; 3. How the choice of material meets the specific requirements of the site. 4. The approach available to the Town Council in the event that future repair/replacement of parts is required. |
| **Town Council’s minimum requirements:** All equipment and surfacing must meet current legislation i.e. BS EN 1176 and EN 1177. Any timber structural items should have a minimum replacement period of 10 years, with any timber posts kept out of the ground (e.g. on steel footings) with the Contractors approach to footings to post footings to be detailed. | |
| **Response:** | |
| 3 | **Project Delivery (10%)**  Set out your proposals for the project team (including any sub-contractors) that will be involved in the delivery of this Contract. And please provide a Plan for the delivery of the project including a Gantt chart. The Plan should include but not be limited to:   1. Lead-in times; 2. Installation periods; 3. Date for final inspections; and   Proposals for provision of management information including method statements and risk assessments to the Town Council. |
| **Town Council’s minimum requirements:** | |
| **Response:** | |

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| **Pricing Schedule** |

Applicants are required to complete the Pricing Schedule. These costs will form the basis of the Bid submission. All prices shall be stated in pounds sterling and exclusive of VAT.

If there is no charge for an item, please state none.

|  |  |  |  |
| --- | --- | --- | --- |
| **Ivybridge Victoria Park and MacAndrews Field Play Area renewal** | | | |
| **Activity Number** | **Sub Activity** | **Description** | **Cost (£)** |
| **1.0** | **Preliminaries** | |  |
|  | 1.1 | Consultation and design post tender |  |
| **2.0** | **Project Management** | |  |
|  | 2.1 | Project Management/H&S/CDM Compliance |  |
| **3.0** | **Site works** | |  |
|  | 3.1 | Mobilisation and site establishment |  |
|  | 3.2 | Provision of site facilities and staff for duration of contract |  |
|  | 3.3 | Removal of existing equipment and surfacing |  |
|  | 3.4 | Groundworks and Construction |  |
|  | 3.5 | Play area equipment |  |
|  | 3.6 | Safety surfacing |  |
|  | 3.7 | Ancillary items |  |
| **4.0** | **Post installation** | | |
|  | 4.1 | Post Installation Inspection Report |  |
| **5.0** | **Any other items** | | |
|  |  |  |  |
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| **Total (excl VAT)** | | |  |

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| **Certificates** |

## Conditions of Tender

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| --- | --- | --- |
| **IVYBRIDGE TOWN COUNCIL**  **CONDITIONS OF TENDER** | | |
| **Title of Contract:** Shall be as per the Title of Contract as detailed on page one (1) of this Applicant’s Offer document. | | |
| 1. | By submitting a Tender, Applicants are agreeing to be bound by the terms and conditions without further negotiation or amendment.  I/We fully accept the terms and conditions of contract for the provision of works | |
| 2. | Having examined the tender documents for the provision of the above works, we offer to provide the said works in conformity, without qualification, therewith for the sum/sums enclosed at Schedule 5 of this Bid. | |
| 3. | The Town Council does not bind itself to accept the lowest or any Tender, and reserves the right to accept a Tender either in whole or in part, for such item or items specified in the Invitation to Tender, and for such place or places of delivery as it thinks fit, each item and establishment being for this purpose considered as tendered for separately. | |
| 4. | I/We the undersigned DO HEREBY UNDERTAKE on the acceptance by the Town Council of my/our Tender either in whole or in part, to supply (*or perform the services*), on such terms and conditions and in accordance with such specifications *(if any)*, as are contained or incorporated in the Invitation to Tender. I/We agree and declare that the acceptance of this Tender by letter on behalf of the Town Council, whether for the whole or part of the items included therein, will constitute a Contract for the supply of such items, I/We agree to enter into a further agreement for the due performance of the Contract, and I/We declare that I am/We are acting as the Delegated Authority for the purposes of signing off this Tender, and therefore, the Contract. | |
| Signed\*: | | Date: |
| Name *(in block capitals)*: | | |
| In the capacity of:  *(State official position, i.e. Director, Manager, etc.)* | | |
| *\*(It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Applicant, the capacity in which he/she signs or is employed).* | | |

## Certificate of Undertaking and Absence of Collusion or Canvassing

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| --- | --- |
| **CERTIFICATE OF UNDERTAKING AND ABSENCE OF COLLUSION OR CANVASSING** | |
| The Applicant shall sign the below Certificate of Undertaking and Absence of Collusion clearly indicating whether they sign as a Consortium or Member of Consortium (Box A), or as a single body and/or individual (Box B) by striking through Box A or B, whichever does not apply. | |
| Box A – Consortium  I/We the undersigned do hereby certify that:-   1. the consortium’s tender is bona fide and intended to be competitive; 2. the consortium has not entered into any agreement with any person outside the consortium with the aim of preventing Tenders being made or asked the amount of another Tender of the conditions or which the Tender is made; 3. the consortium has not informed any person outside the consortium other than the person calling for the Tenders the amount or approximate amount of the Tender except where the disclosure in confidence of the approximate amount of the Tender was necessary to obtain insurance premium or other quotations necessarily required for the preparation of the Tender; 4. the consortium has not caused or induced any person to enter into such an agreement as is mentioned in (b) above or to inform the consortium of the amount or the approximate amount of any rival Tender for the Contract. 5. the consortium has not and will not canvass or solicit any Member, Officer or employee of the Town Council in connection with the preparation, submission and evaluation of this Tender or award or proposed award of the Contract and that to the best of my knowledge and belief, no person employed by the consortium or acting on the consortium’s behalf has done or will do such an act. 6. I/We further undertake that the consortium will not do any of the acts mentioned in (b), (c), (d) and (e) above before the hour and date specified for the return of the Tender. | |
| Box B – Single Body and/or Individual  I/We the undersigned do hereby certify that:-   1. My/our Tender is bona fide and intended to be competitive and I/we have not fixed or adjusted the amount of the Tender by or under in accordance with any agreement or arrangement with any other person; 2. I/we have not indicated to any person other than the person calling for the Tender amount or approximate amount of the proposed Tender except where the disclosure in confidence of the approximate amount of the Tender was necessary to obtain insurance premium or other quotations necessarily required for the preparation of the Tender; 3. I/we shall have not entered into any agreement or arrangement with any other person that they shall refrain from Tendering or asked the amount of any Tender to be submitted; 4. I/we have not offered 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 for the said work any act or thing of the nature specified and described above. 5. I/we hereby certify that I/we have not and will not canvass or solicit any Member, Officer or employee of the Town Council in connection with the preparation, submission and evaluation of this Tender or award or proposed award of the Contract and that to the best of my knowledge and belief, no person employed by me/us or acting on my/our behalf has done or will do such an act. 6. I/we further undertake that I/we will not do any of the acts mentioned in (b), (c) and (d) above before the hour and date specified for the return of the Tender. | |
| Signed\*: | Date: |
| Name *(in block capitals)*: | |
| In the capacity of: *(State official position, i.e. Director, Manager, etc.)* | |
| *\*(It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Applicant, the capacity in which he/she signs or is employed).* | |

## Certificate of Confidentiality

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| **CERTIFICATE OF CONFIDENTIALITY** | |
| I/we hereby agree with the Town Council that I/we shall not at any time divulge or allow to be divulged to any person any information, confidential or otherwise, relating to information passed to me regarding this project.  It is appreciated by the parties that in the event of negotiations in respect of the proposed Contract being entered into between the Town Council and my organisation that it may be necessary to share information with colleagues within my organisation. In this event this confidentiality clause may be waived to allow such information sharing to take place but not further or otherwise. | |
| Signed\*: | Date: |
| Name *(in block capitals)*: | |
| In the capacity of: *(State official position, i.e. Director, Manager, etc.)* | |
| *\*(It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Applicant, the capacity in which he/she signs or is employed).* | |

## Commercially Sensitive Information

The Town Council may be obliged to disclose information in or relating to this Bid following a request for information under the Freedom of Information Act (FOIA) or Environmental Information Regulations (EIR). Please outline in the table below items which you consider are confidential and genuinely commercially sensitive and which should not be disclosed in respect of your Bid.

I declare that I wish the following information to be designated as Commercially Sensitive.

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The reason(s) it is considered that this information should be exempt under Freedom of Information Act FOIA) or Environmental Information Regulations (EIR) is:

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|  |

## Conflict of Interest

|  |  |
| --- | --- |
| **CERTIFICATE OF CONFLICT OF INTEREST** | |
| I/we hereby notify the Town Council that I/we consider the following declaration to be a conflict of interest (Applicant to insert details of the conflict of interest): | |
| I/we hereby understand that in accordance with Article 24 of the Public Contract Regulations 2015 that the Town Council is obliged to take appropriate measures to effectively prevent, identify and remedy conflicts of interest arising in the conduct of procurement procedures so as to avoid any distortion of competition and to ensure equal treatment of all economic operators. | |
| Signed\*: | Date: |
| Name *(in block capitals)*: | |
| In the capacity of: *(State official position, i.e. Director, Manager, etc.)* | |
| *\*(It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Applicant, the capacity in which he/she signs or is employed).* | |