



INVITATION TO TENDER NOTICE

Tender ref: HWPC/PT/23a

The Council invites tenders to re-design the play area in the grounds of Punnetts Town Recreation Ground so that it is more accessible for disabled people. This will include the removal and disposal of the majority of the current equipment and the reinstatement of the current toddler multi-play.

It is hoped that the work can be undertaken in the school summer holidays.

Tender documents are available, on request, from the Parish Clerk and on the Parish Council's website (www.hwpc.org.uk).

Completed tenders, together with associated documents, must be received **in writing** by **11a.m.** on **Monday 3rd April 2023**. Tenders received after this time and date will not be considered. The envelope must be sealed and clearly labelled with the words: "**Confidential. Play Area Tender**".

If you would like further information, please contact the Clerk on 01435 865700 or by email at clerk@hwpc.org.uk

Completed tenders should be addressed to Helen Johnson, the Parish Clerk, at the address below.

Tenders are to be posted and cannot be handed over in person.

**Helen Johnson, Parish Clerk,
Heathfield and Waldron Parish Council,
73 High Street
Heathfield
East Sussex TN21 8HU**



Tender Document
For the
Design and Build
Punnetts Town Play Area

Tender ref: HWPC/PT/23a

Tender Deadline 11 a.m. 3rd April 2023

1.0 Preliminaries

1.1 Employer

Heathfield & Waldron Parish Council (The Council)
73 High Street
Heathfield
East Sussex
TN21 8HU

1.2 Council's Representative

Parish Clerk
Heathfield & Waldron Parish Council (The Council)
73 High Street
Heathfield
East Sussex
TN21 8HU Tel: (01435 865700)

1.3 Tenders

The Council does not bind itself to accept the lowest price or any tender. The Supplier shall not have any claim for expenses incurred in the preparation of the tender.

Tenderers may quote for all or any part(s) of the work, as broken down on page 19 of this document

Suppliers tender at their own cost and their tender shall remain open for acceptance for a period of 90 days after the due date for submission.

The Council may, with the agreement of the Supplier extend the validity period for a further 30 days for completing the award process.

Tenderers will be notified simultaneously, as soon as possible of any decision of the Council during the tender process including the award.

The Supplier shall provide a fixed price Tender.

Upon acceptance of the Tender and until formal signing of the Agreement, the Tender shall form a binding agreement between the Tenderer and the Council.

Three copies of the tender and accompanying drawings. To be delivered no later than **11a.m. on 3rd April 2023**

Tenderers shall ensure that their tender arrives on time. No tender will be accepted if it is received after the stated arrival time under any circumstances.

1.4 Description of Work

This tender is to remove the play equipment from the play area in Punnetts Town Recreation Ground, Battle Road, Punnetts Town, East Sussex TN21 9DH, to dispose of the junior multiplay and signage at a suitable waste disposal site. Both the toddler 1 bay 2 swings and junior 1 bay 2 swings, rocker elephant and rocker fire engine will need removing and will be taken elsewhere. To remove and store securely offsite until ready for reinstallation, toddler multiplay, gate, seats and bins. To keep the fencing in situ whilst works are being undertaken and if required to provide support to enable it to stay in place. To remove and dispose of woodchip surfacing at a suitable waste disposal site. To ensure that drainage is working and is clear, if not clear to make necessary repairs. To install new surfacing, we are planning that this will either be bonded rubber mulch or wet pour. If it is wet pour the level of drainage will need to be raised by installing a layer of concrete cobbles/hardcore to 150mm, MOT type 1 layer, then wet pour layer. If it is rubber mulch the earth will need to be prepared and suitable weed killer sprayed and then a layer of rubber mulch installed. We are looking at this being an accessible site that can be used for all however concentrating on the junior and toddler age group. The stored items will need to be reinstalled, we are then thinking of installing a junior multiplay, an inclusive roundabout with drainage under, 2 play panels, swing set with junior, baby and basket seats, double springer and single springer. The Council would welcome any other ideas and possible plans for the re-design of the play area so that it is more accessible for disabled people.

1.5 Inspection of Site

It is strongly recommended to visit the site prior to submitting a tender. This will help tenderers to familiarise themselves with the existing layout and environment. We have arranged for site visits to be undertaken on Wednesday 22nd Feb and Tuesday 28th Feb if you would like to meet a representative of the Council at the site on one of these dates please contact the Clerk on clerk@hwpc.org.uk.

1.6 The Tender will include (depending on what parts the tenderer is quoting for):

1. The design and layout of the play area including appropriate drawings to show proposed layouts and the incorporation of all equipment and site furniture
2. Details of removal and disposal of the majority of the current equipment and safe storage of toddler multi-play, gate, seats and bins and then reinstallation.
3. Removal of woodchip surfacing and disposal at a suitable waste disposal site. To check that drainage is working and is clear, if not clear to make necessary repairs. To install suitable drainage to go under roundabout. Raise the level of drainage by installing a layer of concrete cobbles/hardcore to 150mm, MOT type 1 layer, wet pour layer. To also provide a quote for installing rubber mulch onto earth.
4. A priced schedule of work covering the design, supply and installation of all play equipment, disposal of surfacing and

redundant equipment, furniture, safety surfaces and associated ground works.

5. Date when the work can be undertaken, if awarded. Ideally we would like this work done in the 2023 school summer holidays.

1.7 Site Description and Location

1. The Punnetts Town Play Area is at the recreation ground in Punnetts Town this falls within the Parish of Heathfield and Waldron. Heathfield is in the Wealden district within East Sussex and is part of the High Weald Area of Outstanding Natural Beauty.
2. The Punnetts Town Play Area is on land owned by the Parish Council and adjoins a car park which is used by the nearby village hall, doctors surgery and primary school. Access will need to be maintained to the surgery and village hall that are on part of the recreation ground land.
3. The site is shown on the accompanying map on page 19 of this document.
4. The play area measures 23mx11mx28mx11.6m.

1.8 Drawings

1. Drawing 1 shows the area of the play area and its location to the car park, surgery and village hall.
2. Drawing 2 shows the suggested layout for the play area, although this can be changed if it is felt there could be a better layout

2.0 Submission of Tender

The Tenderer shall submit with his completed tender

a) An overall drawing of the layout three copies required

b) An overall 3D plan of the complete project three copies required

- 2.1 The Tenderer shall include copies of test certificates to show conformity to standards where appropriate, for equipment and safety surfacing.
- 2.2 The Tenderer shall include a schedule of play equipment and related items with individual costs for supply and separately the cost for installing each item included within the scheme.
- 2.3 The total cost of the supply and installation together with all associated costs and preliminaries shall be presented in **Schedule 2 Contract Price** which represents the tender value.
All financial information shall be provided as a separate document.

- 2.4 Copy of valid insurance certificates showing level of public liability and employer insurance.
- 2.5 Tenderers shall submit a **Method Statement and Project Work Plan** which shall fully explain how the project will be designed, prepared, built and maintained to meet the demands of the specification and current legislation. The Method Statements shall be shown in Schedule 3.
- The Method Statement shall include at least the following information for contract evaluation:
1. **Details of Key Staff** - Including the qualifications and experience of key members of staff, for design and installation, including any Sub-Contractors.
 2. **Details of Vehicles Plant and Equipment** – to be utilized in the execution of the works.
 3. **Programme and Methods of Work** – highlighting key activities and any interdependencies that control the critical path to completion.
 4. **Health and Safety** - Including how the CDM Regulations will be dealt with and Risk Assessments carried out.
 5. **Maintenance Plan for first Two Years** – provide a cost breakdown following completion including details of warranties for equipment and surfacing.
 6. **Management Information** - Quality Compliance Issues, including how the DDA will be met.
 7. **Environmental and Community Issues** - Sustainability of materials etc.
 8. **Expenditure Profile** - For the project showing, as a minimum, staff, materials and equipment costs.
- 2.6 **Tenderer Questionnaire** – Schedule 4 - The Tenderer shall complete the Tenderer Questionnaire Form providing all information requested.
- 2.7 **Bona Fide Tender** – Schedule 5 - The Tenderer shall sign the BonaFide Tender form.
- 2.8 **Anti-Collusion Certificate** - Schedule 6 - Tenderers shall submit a signed copy of the Anti-Collusion certificate.

3 EVALUATION OF THE BIDS

3.1 Evaluation Headlines

- a) This contract will be evaluated on the basis of the most economically advantageous offer to the Council. The factors considered in this

assessment are:

- b) Value for money in terms of equipment & play value.
- c) Quality of equipment (robustness of construction).
- d) Adherence to design brief.
- e) Maintenance costs and ease of obtaining replacement parts for equipment.
- f) Period for completion (timescales).
- g) Overall design of the scheme
- h) Particular account will be taken of the innovative use of space available, compliance with provision guidelines, the look and aesthetic appeal (how design fits within its environment) and 'wow' factor. In addition the Council will look to criteria such as:

- Surfaces (safety surface and general surfaces) visual and maintenance factors.

- i) Tenderers are encouraged to provide as much detail as possible to enable the Council to undertake a thorough price and quality evaluation.
- j) A large part of the play experience/value is not just from providing particular play activities, but offering them in a well-designed and appropriate style, fitting to the characteristics of the specific site. With this scheme the Parish Council are focussing on providing equipment and pathways that are accessible for those with different abilities. Aspects such as shape, contours, colour, contrast, materials, accessibility, flow, age appropriateness and style are key aspects. There is no preconceived idea of how the play areas should look but it is our intention to have the best quality play area possible and it is left to the experience of the Tenderer to provide their best proposal, especially concentrating on inclusive equipment. A brief explanation of the design concept should be presented to provide an appreciation of the thinking behind the design and how this best meets the design criteria.

4 Award Criteria – (See Award Criteria Scoring Sheet for reference)

For the design, build and installation of the play area and play equipment

The most economically advantageous tender will be determined in accordance with the following criteria.

The award criteria scoring shall be broken down as follows:

| | | |
|---|-----|-----|
| 4.1. Design - | 35% | |
| a) Appeal of Design | | 15% |
| b) Adherence to Design Brief | | 10% |
| c) Accessibility | | 10% |
| 4.2. Subjective- | 20% | |
| a) Range of Equipment | | 10% |
| b) Accessible / Inclusive Play | | 10% |
| 4.3. Technical- | 15% | |
| a) Orientation / Positioning / Use of Space | | 5% |
| b) Maintenance / Availability of Spares | | 10% |

| | | |
|-----------------------------|-----|-----|
| 4.4. Corporate- | 20% | |
| a) Method Statements | | 5% |
| b) Timescale / Project Plan | | 10% |
| c) Experience | | 5% |
| 4.5. Price - | 10% | |

The remaining sections will be marked using the below criteria with 1 scoresheet for each of the following sections. This will allow for tenders to be marked depending on how many areas a tenderer has quoted:

- **Removal of current surfacing, drainage works and installation of groundworks and wet pour/rubber mulch; and**
- **Installation of ancillary equipment**

The most economically advantageous tender will be determined in accordance with the following criteria.

The award criteria scoring shall be broken down as follows:

| | | |
|---|-----|-----|
| 4.6 Design - | 40% | |
| a) Appeal of Design | | 10% |
| b) Adherence to Design Brief | | 15% |
| c) Accessibility | | 15% |
| 4.7 Technical- | 15% | |
| a) Orientation / Positioning / Use of Space | | 5% |
| b) Maintenance / Availability of Spares | | 10% |
| 4.8 Corporate- | 20% | |
| a) Method Statements | | 5% |
| b) Timescale / Project Plan | | 10% |
| c) Experience | | 5% |
| 4.9 Price - | 25% | |

Award Criteria Scoring Sheet

Supplier Name:

Design, build and installation of the play area and play equipment:

[illegible]

Design, build and installation of the groundworks and playground surfacing for the play area

[illegible]

Installation of ancillary equipment

[illegible]



Tender Specification
For the
Design and Build
Punnetts Town Play Area
Schedule 1

1. GENERAL

.1 Working Hours

No work shall be permitted on a Sunday or Bank Holiday without prior consent from the Council's Representative. Weekday work will commence no earlier than 8.00am and will not continue beyond 6.00pm.

.2 Traffic and Parking

All construction vehicles shall be contained within the working area or within the unreserved parking spaces. It is imperative that no more spaces than necessary are used within the car park and that disabled access is still available to the surgery and the Village Hall.

.3 Labour, Materials, Plant etc.

The Supplier will provide all labour, materials, fuel, water, carriage, plant, tools and machinery of all descriptions in order to execute the works.

All materials will be of the best of their respective kinds and shall conform to appropriate British and or European Standards.

.4 Retention of delivery notes/orders etc.

The Supplier shall keep copies of all delivery notes/orders concerning materials/equipment etc. used in the contract until final completion is reached. These shall be made available to the Clerk if requested.

.5 Disposal and Transportation of Waste

Wherever possible, waste materials shall be reused or taken to appropriate waste recycling centres. Where waste cannot be recycled, it shall be taken to an approved tip. The Supplier shall ensure that all waste materials arising from the works shall be removed from site using waste carriers with a current Waste Carriers License appropriate for the type of waste being transported.

.6 Access to Site

Access to the site shall be via the entrance to the recreation

ground car park. **Any damage to access routes must be rectified before Practical Completion. All access routes must be kept in a safe and clean condition during use.**

.7 Trespass

The Supplier shall prevent trespass onto areas outside the designated works site by his own employees or those employed by a sub-contractor.

.8 Protection of Existing Vegetation

The Supplier shall not prune, cut, remove or damage in any way trees or shrubs on the site without prior written consent from the Council's Representative. The Supplier shall provide any protection deemed necessary to prevent the aforementioned damage.

.9 Safety, Health and Welfare

The Supplier shall at all times comply with the requirements for the Health and Safety at Work Act 1974 and all associated Acts, Regulations and Approved Codes of Practice, including the Construction (Design and Management) Regulations 1994. The successful Supplier shall supply to the Council his own specific policy statement prior to the commencement of the Contract as part of the Method Statement.

.10 Control of Substances Hazardous to Health Regulations 1998

Assessments carried out by the Supplier of all work which is liable to expose employees and any other person in the vicinity of the site to hazardous solids, liquids, dust, fumes, vapours, gases, etc. shall be made available to the Council's Representative ten working days prior to the commencement of works.

.11 Risk Assessments

The Supplier shall ensure that Risk Assessments are carried out for all activities undertaken during the course of the works, and for the use, storage and disposal of any hazardous materials highlighted in the COSHH Assessments.

.12 Risk of Works

The Supplier will be held responsible for any damage whatsoever caused by the carriage of materials or spoil to and from the works and is to hold the employer indemnified from any claims in this

connection.

.13 Damage to Buildings/Roads etc.

The Supplier will be held responsible for and shall make good any damage caused to existing buildings, roads, paths, grassed areas, car parks, fences, drains, sewers, service mains, landscaping etc. The Supplier shall take all necessary steps to prevent roads becoming fouled with soil etc. from vehicles entering and leaving the site and allow for cleaning if the roads/paths do become soiled, on immediate exit of the said vehicles.

.14 Existing Services Across Site

- a. It shall be the responsibility of the Supplier to make enquiries of the utility companies in respect of any location where, in the opinion of the Supplier, underground services are likely to be present. The Supplier shall similarly be responsible to make specific arrangements with the utility companies if he/she deems it necessary for a representative to accurately locate services on site. If any underground cable or pipe is located during ground works, that particular item of work is to be stopped immediately and the Council's Representative advised as soon as possible. If any damage has occurred to the services, the appropriate utility company will be informed immediately by the Supplier, who will then follow instructions as given by the utility company. If damage has not occurred, the exposed apparatus shall be recovered until further instructions are received from the Council's Representative. Exposed services, whether damaged or not, shall at no time be left unattended without first erecting such protection as will ensure the safety of the apparatus, operatives and general public.
- b. The Supplier will be responsible for ensuring that no damage is caused to any underground drainage systems or pipework. Any damage caused will be the responsibility of the Supplier to rectify at his own cost.
- c. Should any underground drainage need to be moved or redirected, the Council's Representative will be informed prior to any works starting.
- d. It will be the responsibility of the Supplier to ensure that all drainage systems are fully working during and after installation and have no lesser outcome than before work commenced.

.15 Protection of Site

The Supplier shall ensure that all reasonable efforts are made to close off the site during the course of the works. The Supplier will provide, install and maintain adequate security fencing to surround the site. At no time will the public have access to construction areas, storage areas, site vehicles, delivery areas etc. Warning signs will be supplied and maintained by the Supplier. These will be fixed to the Heras fencing at all access points. The Supplier shall take all reasonable action to ensure that all newly installed play equipment is not used until practical completion is confirmed. Any machinery left on site overnight shall, where possible, be immobilised. The Supplier will be held responsible for:

- i. Any damage/ vandalism caused to machinery/materials left on site by the Supplier
- ii. Any damage caused by machinery/materials left on site by the Supplier

The Supplier will liaise with the local police to update them on progress and deal with any issues with regard to the security of the site and anti-social behaviour during the construction process.

.16 Inclement Weather

The Supplier shall allow for protecting the works against inclement weather and shall include for taking all reasonable precautions to ensure the regular progress of works during adverse weather conditions.

.17 Temporary Storage

The Supplier may provide a temporary secure storage container on site. However, this shall be within a location agreed with the Council's Representative, and any ground damage shall be fully reinstated immediately after removal. Any container shall be removed from site prior to all works being complete and there are no outstanding defects.

.18 Equipment and Design

All maintenance instructions, guarantees, spare parts and tools provided by manufacturers of equipment or furniture shall be handed over to the Council's Representative prior to Practical Completion.

.19 Traffic Regulations

The Supplier will comply with all Police and Local Authority traffic regulations relating to works in the vicinity of the Works, particularly in regard to loading/unloading vehicles. However, it will be expected that all works and deliveries will be made within the contract area.

1.20 Burning Materials on Site

No materials shall be burned on site.

.21 Turf Establishment

The Supplier will be responsible for establishment of all seeded/turfed areas that have been damaged and repaired for a period of 3 months after practical completion.

.22 Use of Pesticides

The Supplier shall not use any pesticides during the course of these works without the prior written permission of the Council's Representative.

.23 Time scales

The Supplier shall ensure enough resources are available to complete all works within the proposed time agreed.

2 PLAY AREAS

2.1 Play Area - General

- a) The play area is to be challenging, imaginative and engaging and with the focus on inclusive play equipment for those with accessibility issues
- b) To be aimed at under 12s age group ability.
- c) Where the Supplier is quoting to undertake all necessary ground works for all areas, he/she needs to ensure all surfacing achieves adequate drainage of surface water.

2.2 Play Area – Specifics

The Parish Council have identified the following priority lists.

These form the basis of the specification and the Supplier shall attempt to meet these requirements as a minimum and enhance them where possible by suggesting additional equipment.

Identified pieces of equipment/activities:

- Swing set to include 1 x birds nest (basket) swing, 1 ordinary swing seat and 1 cradle swing seat
- Inclusive roundabout/carousel (with drainage tube underneath so water doesn't build up), to include 1 seating area and space for a wheelchair
- Junior multiplay with accessible and inclusive sections. To include a wide slide to take an adult going down with a child, with separate price for a metal or a plastic slide. To allow wheelchairs to go onto parts of it and small covered area at the top
- Current toddler multiplay to be re-instated. This is 3.66m x 4.47ms in size.
- 2 play panels at different heights with moving parts
- 2 springers, 1 of which to be for 2 people and the other to have one open side and one higher side to offer greater support for those with accessibility issues
- Other accessible equipment if it is felt there is space once the fall size has been calculated
- If the equipment is wooden it will need to be set in metal to prevent rotting.
- Some element of eco-friendly equipment
- Sensory and tactile items
- Cost of each item to be listed individually on the tender

2.3 Design Standards

- a) European standard BS:EN1176 & 1177 shall be adhered to during the design process and the scheme and equipment shall be subject to the appropriate independent safety inspection upon completion. Any non-conformity to the standards shall be highlighted to the Council's Representative for consideration and approval.
- b) The design and equipment will be 'in keeping' with the location.

2.4 Installation

- a) All items should be installed in line with the manufacturer's instructions and must follow BS EN 1176 & 1177 standards.
- b) Heras fencing and safety notices must be installed to

ensure that equipment can't be accessed during installation.

- c) Access point to car park and disabled access near to the surgery and the Village Hall must remain clear at all times and as many parking spaces as possible must be available.

2.5 Independent post installation inspections

The independent post installation inspection by ROSPA shall be arranged by the Supplier and the cost will be borne by them.

2.6 Access to Spares

The need for quick and easy access to spare parts is of prime importance in order to maintain the equipment in an ongoing safe condition. Companies shall submit relevant information with regards to availability of spares and likely timescales to dispatch parts.

2.7 Tamper Proof Fixings.

Specially designed tamper proof fixings are to be used throughout construction of equipment or associated features. Attention is drawn to the General Safety Requirements section of BS EN1176 and in particular the sub-section on finishing.

3. PLAY AREA GROUND WORKS

3.1 Play area ground works specifics

- Collect and remove wood chip surfacing from site and dispose of at a suitable waste disposal site. To check that drainage is working and is clear, if not clear to make necessary repairs using 100mm perforated drainage pipe. Water needs to self-drain to the existing drainage system to the south of the play area and an inspection chamber should be installed in the car park where the 2 systems will join. To also install suitable drainage to go under roundabout.
- To calculate the recommended depth of surfacing required for each piece of play equipment, these will need to comply with safety guidelines on critical fall heights and to plan out how much is required in each area.
- To give separate quotes for the option of rubber mulch or wet pour surfacing.
- For wet pour to raise the level of drainage by installing a layer of concrete cobbles/hardcore to 150mm, or deeper if required by the piece of play equipment near it, and
- Install MOT type 1 layer to depth of 150mm.

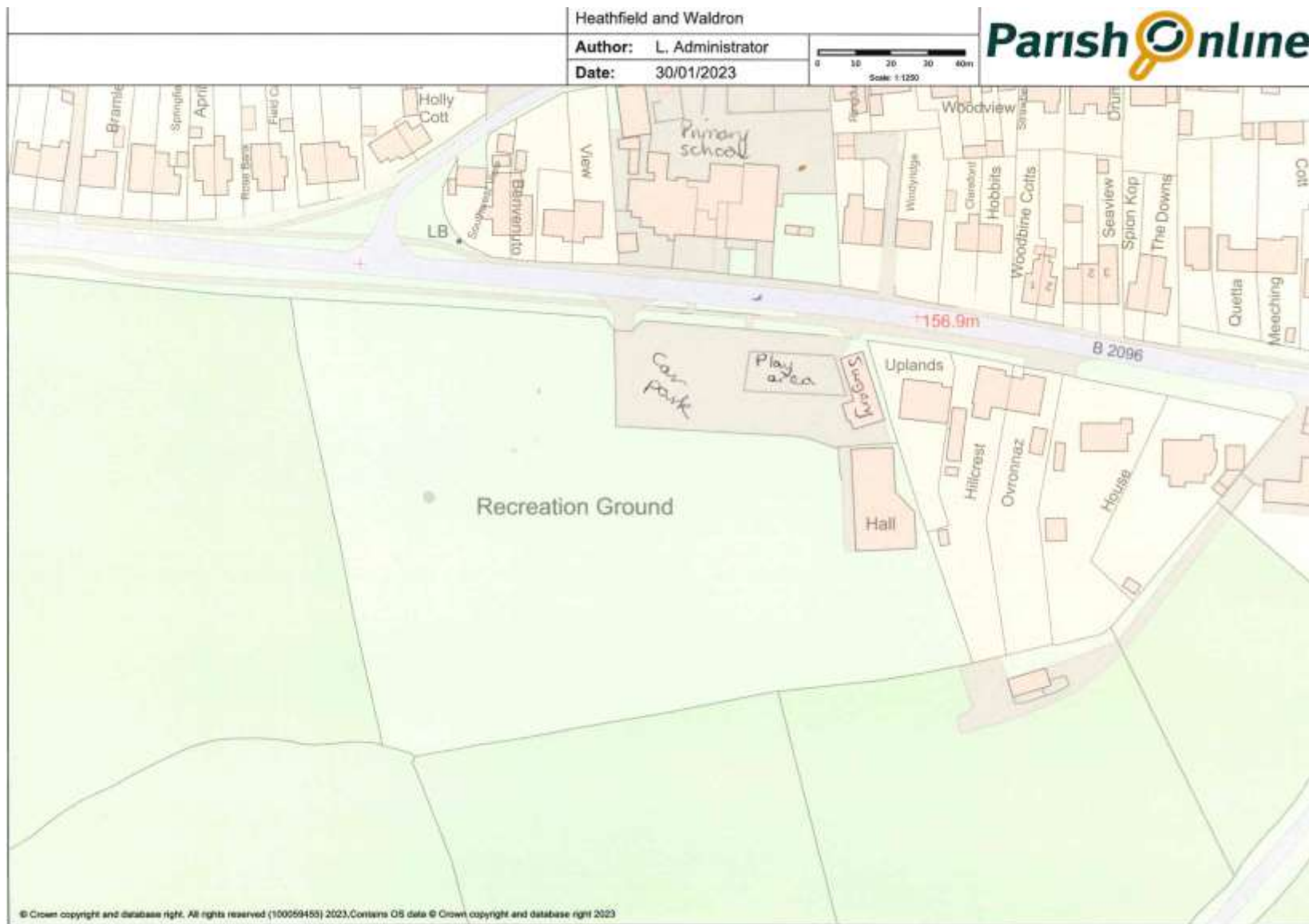
- The sub base needs to be graded depending on the level of safety surface required due to the fall height from equipment
- Install wet pour layer to recommended depth for play equipment near it to a minimum 50mm level. Base layer of wet pour is SBR (Styrene Butadiene Rubber) granules, top layer EPDM (Ethylene Propylene Diene Modified) rubber crumbs. Wet pour to be trench edged into the grass with no curves and to be uncoloured.
- For bonded rubber mulch to install onto prepared earth at a minimum of 40mm depending on critical fall height of equipment
- For both the rubber mulch and wet pour options need to comply with BS EN 1177 & BS 7188.

4. ANCILLARY EQUIPMENT, FENCING AND GATES

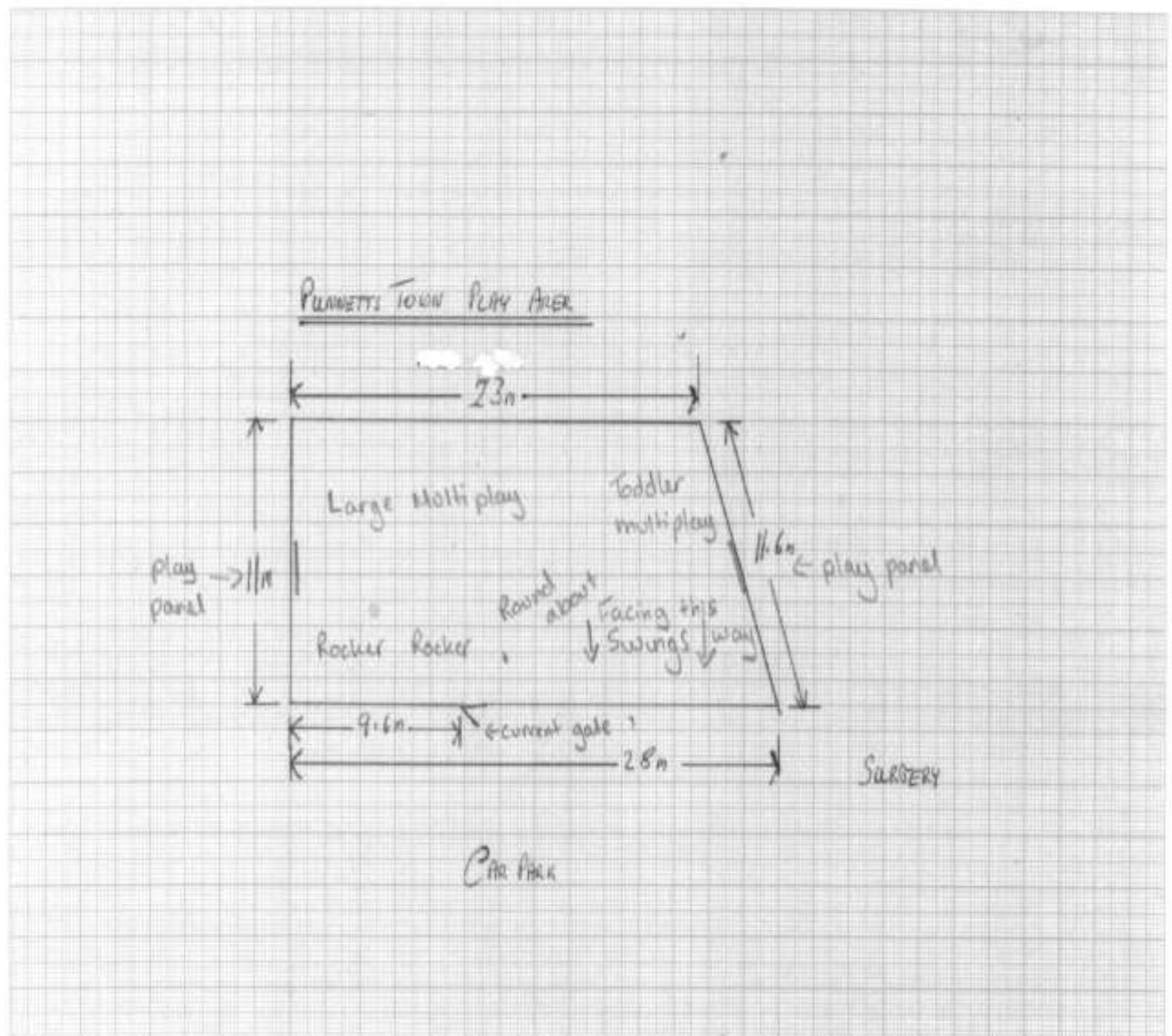
4.1 Ancillary equipment specific

- Gate, bins and seats to be removed and stored securely
- 2 no. of seats and 2 bins to be reinstated, these should not be placed close to each other
- Reinstall gate on the south side
- To comply with BS EN 1176

Drawing 1. Site Layout (Indicative)



Drawing 2 - Proposed layout of play area



Schedule 2 - Pricing

HEATHFIELD AND WALDRON PARISH COUNCIL TENDER

For the Supply and Installation of Play Equipment and Associated Facilities

Tenderers may quote for all or some of the following items

To: Heathfield and Waldron Parish Council

Having read the Conditions of Contract and Specification and having examined the site, offer to execute and complete the following elements of the works for the following sums:

1. To remove current play equipment, design, build and install play area, to include but not limited to supply of all equipment.
To make good the area on completion
£ _____ ex. Vat
2. Removal of woodchip surface and installation of groundworks and check drainage and make repairs if required
£ _____ ex. Vat
3. To reinstall gate, seating and bins
£ _____ ex. Vat

I/We hereby undertake to commence and complete the works within the time period stated if my/our tender is accepted.

I/We agree that should obvious errors in pricing or arithmetic be discovered before acceptance of this offer in the priced Specification submitted by me/us these errors are to be corrected in accordance with Alternative 1 contained in Section 6.3 of the Code of Procedure for Selective Tendering 1989.

I/We understand that I /we are tendering at my/our own expense and that neither the lowest or any tender will necessarily be accepted and that Heathfield and Waldron Parish Council reserves the right to call for fresh tenders should they consider this desirable.

Unless and until a formal agreement is prepared and executed, this Tender together with your written acceptance thereof shall constitute a binding contract between us.

I/We agree that this Tender shall remain open for consideration for 90 days from the date of receipt of tenders.

I warrant that I have all requisite authority to sign this Tender and confirm that I have complied with all the requirements of the ITT (invitation to tender).

Signed this day of 2023

Namein the capacity of

For and on behalf ofAddress

.....

**Schedule 3 – METHOD STATEMENTS & WORK PLAN – Free form
to be completed by the Tenderer.**

Schedule 4 - TENDERER QUESTIONNAIRE

(i) Basic Company Details

The information requested below **must** be provided

| | | |
|------|---|--|
| 1. | BASIC DETAILS OF YOUR ORGANISATION | |
| 1.1 | Name of the organisation in whose name the tender would be submitted: | |
| 1.2 | Contact name for enquiries about this Tender: | |
| 1.3 | Job Title: | |
| 1.4 | Company Address: Post Code: | |
| 1.5 | Telephone number: | |
| 1.6 | Fax number: | |
| 1.7 | E-mail address: | |
| 1.8 | Website address (if any): | |
| 1.9 | Company Registration number (if this applies): | |
| 1.10 | Charities or Housing Association or other Registration number (if this applies). Please specify registering body: | |
| 1.11 | Date of Registration: (if this applies) | |
| 1.12 | Registered address if different from the above: Post Code: | |
| 1.13 | Are you registered for VAT? If so, please provide | |

| | | | |
|-------|---|------------------------------|--|
| | Registration number: | | |
| 1.14 | Is your organisation: | i) a public limited company? | |
| | | ii) a limited company? | |
| | | iii) a partnership | |
| | | iv) registered charity | |
| | | v) other (please specify) | |
| 1.14b | Are you acting as the lead organisation for a consortium? | Yes/No | |
| 1.15 | Please confirm whether or not you have formed, or are forming a consortium for the purpose of tendering for this requirement. | | |
| 1.16 | If members of your consortium or sub-contractors are likely to deliver a significant (over 50%) proportion of the contract, give their company name(s) and address(es). Please provide this information in a separate annex at the end of this document | | |
| 1.17 | If you have answered "Yes" to Question 1.15, please confirm the structure of the Consortium (e.g. One Legal Entity, Lead Organisation on behalf of the consortium, External Non-Delivering Organisation). | | |
| 1.18 | Name of (ultimate) parent company** (must be provided if you wish a financial assessment to be undertaken on the parent company rather than your own); | | |
| 1.19 | Companies House Registration number of parent company** (must be provided if you wish a financial assessment to be undertaken on the parent company rather than your own). | | |

**This confirms your commitment to obtain a Parent Company Guarantee prior to contract award, if the Council deems this necessary. Evidence of the commitment will be requested as part of the tender invitation process (if your firm is short-listed) and be a 'Pass/Fail' requirement of the tender evaluation process. If your organisation is unable to provide the evidence at that point or to subsequently furnish the Parent Company Guarantee, the Council will be unable to proceed with the contract award.

(ii) **Financial Information** - The information requested below **must** be provided.

| | | |
|-------------|---|---|
| <p>1.20</p> | <p>Provision of Financial Information</p> <p>Please provide at least one of the following and indicate inclusion by ticking the appropriate boxes below. The more information you are able to provide, the better the Council will be able to assess your financial standing. </p> <p><input type="checkbox"/> A copy of your audited accounts for your last 2 financial years.</p> <p><input type="checkbox"/> If you qualify for the small business exemption, a copy of your statutory accounts for your last 2 financial years.</p> <p><input type="checkbox"/> A statement of turnover, profit & loss account, balance sheet and a Director's/Managing Partners report (if available for the most recent 2 years of trading).</p> <p><input type="checkbox"/> Management Accounts including a profit & loss account & balance sheet for all periods of trading available.</p> <p><input type="checkbox"/> A statement of your cash flow forecast, projected profit & loss account and balance sheet for the current year & a bank letter outlining the current cash & credit position.</p> <p>Alternative means of demonstrating financial status if trading for less than one year (e.g. a copy of your business plan, cash flow forecast, details of your start-up capital/loans or management accounts).</p> <p>If your organisation qualifies as an SME and produces and submits abbreviated statutory accounts, we require copies of your detailed Profit & Loss Account for the last two years or, if you have been trading for less than two years, the period for which they are available. Please attach these to your completed quotation submission. Failure to do so may result in the Council being unable to evaluate the financial standing of your organisation which may lead to your submission being excluded.</p> <p>For more information on SME status please go to: http://www.companieshouse.gov.uk/infoAndGuide/faq/auditThresholds.shtml</p> | <p>Enc <input type="checkbox"/></p> |
| | <p><i>A copy of your parent company audited accounts for the most recent two years (if you wish them to be financially assessed rather than your own company)</i></p> <p>If no accounts are provided then you will score zero on the financial assessment and your tender will fail.</p> | <p>Enc <input type="checkbox"/></p> |

Submissions that do not Pass in line with the criteria detailed below will not be considered further.

(iii) Compliance

If potential contractors have been convicted of any of the offences listed in Regulation 23 (1) of the Public Contracts Regulations 2015 (as per declarations below) their tender will fail.

Potential contractors may also be treated as ineligible if they have suffered any of the grounds listed in Regulation 23 (4) of the Public Contracts Regulations 2015 (as per declarations below). If a Tenderer has not signed the Declaration attached below their tender will fail.

| PROFESSIONAL AND BUSINESS STANDING | | |
|--|---|----------|
| Do any of the following apply to your organisation, or to (any of) the director(s) / partners / proprietor(s)? | | |
| 1.21 | Bankruptcy, insolvency, compulsory winding up, receivership, composition with creditors, or subject to relevant proceedings | Yes / No |
| 1.22 | A conviction (or convictions) for a criminal offence related to business or professional conduct | Yes / No |
| 1.23 | Legal or administrative finding of commission of an act of grave misconduct in the course of business | Yes / No |
| 1.24 | Failure to fulfil obligations related to payment of social security contributions | Yes / No |
| 1.25 | Failure to fulfil obligations related to the payment of taxes | Yes / No |
| 1.26 | Failure to provide information required or providing inaccurate/misleading information when participating in a procurement exercise | Yes / No |
| 1.27 | Failure to obtain and maintain relevant licences or membership of an appropriate trading or professional organisation where required by law | Yes / No |
| 1.28 | If the answer to any of these is “ Yes ” please give brief details below, including what has been done to put things right. | |

(iv) **Insurance**

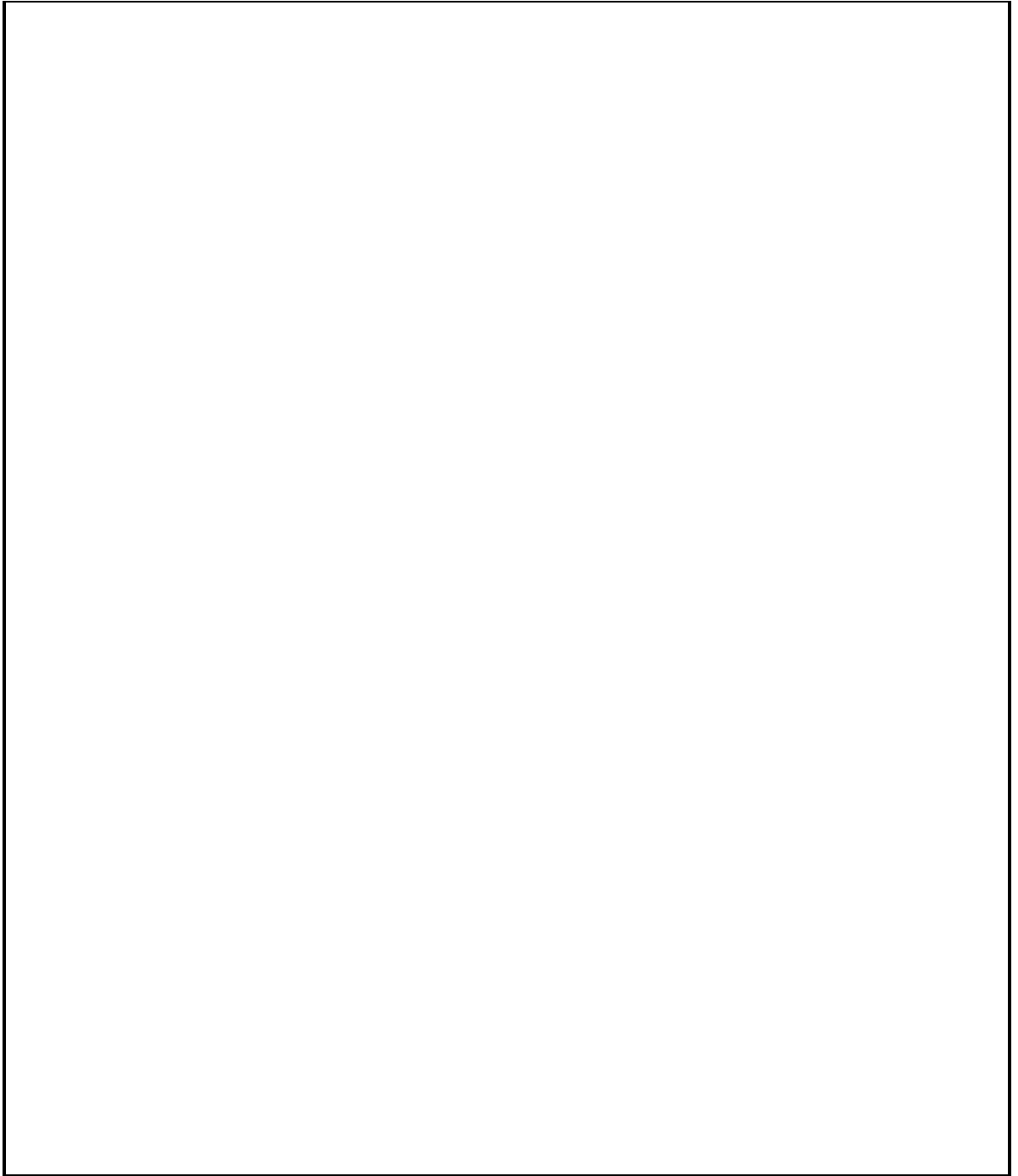
| | INSURANCE | |
|------|--|--------|
| 1.29 | Does your organisation hold Employer's Liability of not less than £10 Million? | Yes/No |
| 1.30 | Does your organisation hold Public Liability of not less than £10 Million? | Yes/No |
| 1.31 | Does your organisation hold Professional Indemnity of not less than £5 Million? | Yes/No |
| 1.32 | If the answer is " No " to any of the above please confirm whether you would be willing to take out the appropriate level of insurance cover as set out in Questions 1.21 through 1.23 (above) if you are successful in winning the contract? | Yes/No |

(v) **Business Activities, Experience and References**

Tenderers are also required to complete the information relating to business activities below and provide THREE comparable, relevant examples of previous contracts. Bidders must demonstrate their suitability for this project and this will be assessed on a Pass/Fail basis. Tenderers who are unable to demonstrate that relevant business activities are a core part of their business and that they have experience of managing similar Local Authority contracts or equivalent and have adequate existing resource levels with relevant experience pertinent to this project will not be considered further.

| | BUSINESS ACTIVITIES | |
|------|--|---|
| 1.40 | What are the main business activities of your organisation? (max 300 words) | |
| 1.41 | How many staff does your organisation employ (including consortia members or sub-contractors where appropriate) in total and how many work in areas relevant to delivery of this contract? | <i>Total: Relevant to Contract:</i> |

| EXPERIENCE | | | | |
|--|--|------------|------------|------------|
| <p>Please provide details of up to three contracts public or private, in the last three years that are relevant to the council's requirement. (The customer contact should be prepared to speak to the Council if we wish to contact them).</p> <p>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) 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).</p> <p>Where the Tenderer is a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the principal intended provider(s) or sub-contractor(s) who will deliver the supplies and services.</p> | | | | |
| | | Contract 1 | Contract 2 | Contract 3 |
| 1.42 | Name of customer organisation | | | |
| 1.43 | Point of contact in customer organisation Position in the organisation E-mail address | | | |
| 1.44 | Contract start date Contract completion date Estimated Contract Value | | | |
| 1.45 | In no more than 500 words, please provide a brief description of the contract delivered including evidence as to your technical capability in this market. | | | |
| 1.46 If you cannot provide at least one example for questions 1.42 to 1.45, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up. | | | | |



(vi) Declaration

| | | |
|------|---|--|
| | I declare that to the best of my knowledge the answers submitted in this Tender are correct. I understand that the information will be used in the process to assess my organisation. I understand that the Council may reject this Tender if there is a failure to answer all relevant questions fully or if I provide false/misleading information. | |
| | FORM COMPLETED BY | |
| 1.47 | Name: | |
| 1.48 | Position (Job Title): | |
| 1.49 | Date: | |
| 1.50 | Telephone number: | |
| 1.51 | Signature: (for electronic submissions, please type name or provide an e-signature and ensure compliance with any further instructions issued by the council regarding the use of an e-signature) | |

If no responses are received to any of (i), (ii), (iii), (iv), (v) or (vi) the Tender will be rejected.

Schedule 5 - CERTIFICATE OF BONA FIDE TENDER

TENDER FOR: - Supply and Install Play Equipment and Associated Facilities at Punnetts Town play area.

The essence of selective tendering is that the client shall receive bona fide competitive tenders from all those tendering. In recognition of this principle, we certify that this is a bona fide tender, intended to be competitive, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do any time before the hour and date specified for the return of this tender, any of the following acts: -

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

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

Signed (as in Form of Tender) Date..... For

and on behalf of

Schedule 6 - Anti-Collusion Certificate

1. We certify that this certificate is made in good faith, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person.
2. We also certify that we have not, and we undertake that we will not, before the award of any contract for the work:
 - (i) (a) communicate to any person (outside this agreement), other than The Secretary of State or a person duly authorised on his behalf, the amount or approximate amount of the tender or proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender;

(b) enter into any agreement or arrangement with any person (outside this agreement) that they shall refrain from tendering; that they shall withdraw any tender once offered; or vary the amount of any tender to be submitted.
 - (ii) pay, give or offer to pay or give any sum of money or other valuable consideration directly or indirectly to any person (outside this agreement) for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the work, any act or thing of the described in (i)(a) or (b) above.
3. We further certify that the principles described in "(i) and (ii) above have been, or will be, brought to the attention of all subcontractors, suppliers and associated companies providing services or materials connected with the tender and any contract entered into with such subcontractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.
4. In this certificate, the words:
 - (i) 'person' includes any persons and anybody or association, corporate or unincorporated;
 - (ii) 'any agreement or arrangement' includes any transaction, formal or informal and whether legally binding or not;
 - (iii) 'the work' means the work in relation to which this tender is made.

Signature:

Dated:

Duly authorised to sign tenders and acknowledges the contents of the Anti- Collusion Certificate for and behalf of:

Address

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