



INVITATION TO TENDER NOTICE
Tender Ref. EPC/CGPA/21

The Council invites tenders to design and build Cross Green Play Area.

Tender documents are available, on request, from the Parish Clerk and on the parish council's website.

Completed tenders, together with associated documents, must be received **in writing** by 1pm on **Friday 26th November 2021**. Tenders received after this time and date will not be considered. The envelope must be sealed and clearly labelled with the words: "**Confidential. Cross Green Play Area Tender**". If you would like further information please contact the Clerk on 01252 876924 or by email at clerk@eversley-pc.gov.uk

Completed tenders should be addressed to Julie Routley, the Parish Clerk, at the address below.

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

:

**Julie Routley, Parish Clerk,
Eversley Parish Council,
PO Box 1246,
Yateley
Hampshire GU47 7FR**

Mrs J Routley
Parish Clerk

27th October 2021



Tender Document
For the
Design and Build
Cross Green Play Area

Tender Deadline 1pm 26th November 2021

1.0 **Preliminaries**

1.1 **Employer**

Eversley Parish Council (The Council)
PO Box 1246
Yateley
Hampshire
GU47 7FR

1.2 **Council's Representative**

Parish Clerk
Eversley Parish Council (The Council)
PO Box 1246
Yateley
Hampshire
GU47 7FR
Tel: (01252 876924)

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.

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 **1pm on 26th November 2021**

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.

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

1.4 Description of Work

This tender is for the Design, Supply and Build of a new Play Area, comprising play equipment, safety surfaces, fencing and associated ground works and removable of old equipment and surfacing at Cross Green, Eversley Cross, Hook, Hampshire RG27 0NS

1.5 The maximum budget for the complete scheme is £30,000 but quotations may be submitted under that sum.

1.6 Inspection of Site

There will be a site tour at Cross Green Play Area RG27 0NS on **November 8th at 10.30am**. Please contact clerk@eversley-pc.gov.uk to confirm attendance. Attendance to the tour is NOT mandatory.

Tenderers are advised to visit the location in order to familiarise themselves with the existing layout and environment.

1.7 The Tender will include:

1. The design and layout of play area according to the design brief
2. Details of the proposed safety surfacing.
3. Supply of appropriate drawings to show proposed layouts including the incorporation of all equipment and site furniture.
4. A priced schedule of work covering the removal of existing equipment, design, supply and installation of all play equipment, furniture, safety surfaces and associated ground works.

1.8 Site Description and Location

1. Cross Green Play Area is in the Parish of Eversley. Eversley is in the north-east of Hampshire, on the banks of the Blackwater River, which forms the County boundary with Berkshire. It is one of the northern parishes of Hart District, lying to the west of Yateley and north of the A30.
2. Cross Green Play Area is within the Village Green by a pond and adjacent to Eversley Cricket Ground and a gravel track.
3. The Park lies between grid references 51.348887, -0.858409
4. The new play area will be extended beyond the current fence line, by a maximum of 1m in three directions in order to accommodate the equipment.

1.9 Drawings

1. Drawing 1 showing the area of land owned by Eversley Parish Council and within it the current location of the play area.

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 installation 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 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.

- 2.5 **Tenderer Questionnaire** – Schedule 4 - The Tenderer shall complete the Tenderer Questionnaire Form providing all information requested.
- 2.6 **Bona Fide Tender** – Schedule 5 - The Tenderer shall sign the BonaFide Tender form.
- 2.7 **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. Although the maximum budget available is £30,000, quotations maybe submitted under that sum. Tenders over this amount will be disqualified without 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. 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. 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)**

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 -	30%	
a) Appeal of Design		10%
b) Adherence to Design Brief		10%
c) Accessibility		10%
4.2. Subjective-	30%	
a) Range of Equipment		10%
b) Accessible / Disabled Play		10%
c) Ancillary Items, e.g. Picnic Bench, Fencing		10%
4.3. Technical-	10%	
a) Orientation / Positioning / Use of Space		5%
b) Maintenance / Availability of Spares		5%
4.4. Corporate-	15%	
a) Method Statements		5%
b) Timescale / Project Plan		5%
c) Experience		5%
4.5. Price -	15%	



Tender Specification
For the
Design and Build
Cross Green Play Area
Schedule 1

1. GENERAL

1.1 Working Hours

No work shall be permitted on a Saturday, 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.

1.2 Traffic and Parking

All construction vehicles shall be contained within the working area.

1.3 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.

1.4 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 Council's Representative if requested.

1.5 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.

1.6 Access to Site

Access to the site shall be via the track off B3272. **All access routes will be reinstated to their original condition at or before Practical Completion. All access routes will be kept in a safe and clean condition during use.** The track is the

access routes to houses and therefore must be **kept clear at all times so as not to prevent access.**

1.7 **Trespass**

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

1.8 **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. Any plans to prune, cut or remove any trees or shrubs will be included in the Supplier's tender costs. The Supplier shall provide any protection deemed necessary to prevent the aforementioned damage. **The site falls within a conservation area.**

1.9 **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.

1.10 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.

1.11 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.

1.12 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.

1.13 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.

1.14 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 unground 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.

1.15 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 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:

1. Any damage/ vandalism caused to

machinery/materials left on site by the Supplier

2. 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.

1.16 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.

1.17 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.

1.19 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.

1.20 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.

1.21 Burning Materials on Site

No materials shall be burned on site.

1.22 Turf Establishment

The Supplier will be responsible for establishment of all seeded/turfed areas for a period of 3 months after practical completion.

1.23 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.

1.24 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 each to have at least one piece of accessible/disabled play equipment.
- b) To be aimed at under 12s.
- c) The new play area will be extended beyond the current fence line, by a maximum of 1m in three directions in order to accommodate the equipment.
- d) The Supplier shall undertake all necessary ground works for all areas and ensure all surfacing achieves adequate drainage of surface water.

2.2 Play Area – Specifics

After consultation with local users and the broader community, the following priority lists have been created. These form the basis of the specification and the Supplier shall attempt to meet these requirements as a minimum and enhance them where possible.

2.2.1 Identified pieces of equipment/activities:

- 2 x flat seat swings set or 1 x birds nest swing set – ideally accessible/disabled
- A jungle gym.
- A toddler swing set with 2 swings.
- A double tower with slide/s aimed at under 8s
- Safety surfacing relevant to the play equipment
- That the equipment should be mainly wooden in nature.

2.2.2 Ancillary Equipment

a) There shall be included in the design:

- The current bin should be reused if possible.
- Please include options with and without fencing. Made from wood.
- The current gate should be reused if possible
- A picnic bench x 1. Bench to be secured using ground anchors or equal approved. Made from recycled materials.
- Any concrete, bricks or other unusable material, shall be removed off site by the Supplier.

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 and will make use of the existing landscaping where possible. The equipment should be mainly wooden in nature as suits a semi-rural village.

2.4 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.

2.5 **Safety Surfacing**

- a) Safety surfacing to be supplied and installed in compliance with BSEN1177.
- b) Any areas of up to 1m fall height which are located within the falling space shall be included within the surfaced area and NOT left as soil/turf.
- c) Critical fall heights and surface thickness required for safety shall be adhered to.
- d) Safety surfacing such as, Wet Pour / Soft Mulch / Tiger Mulch or equivalent shall be used.

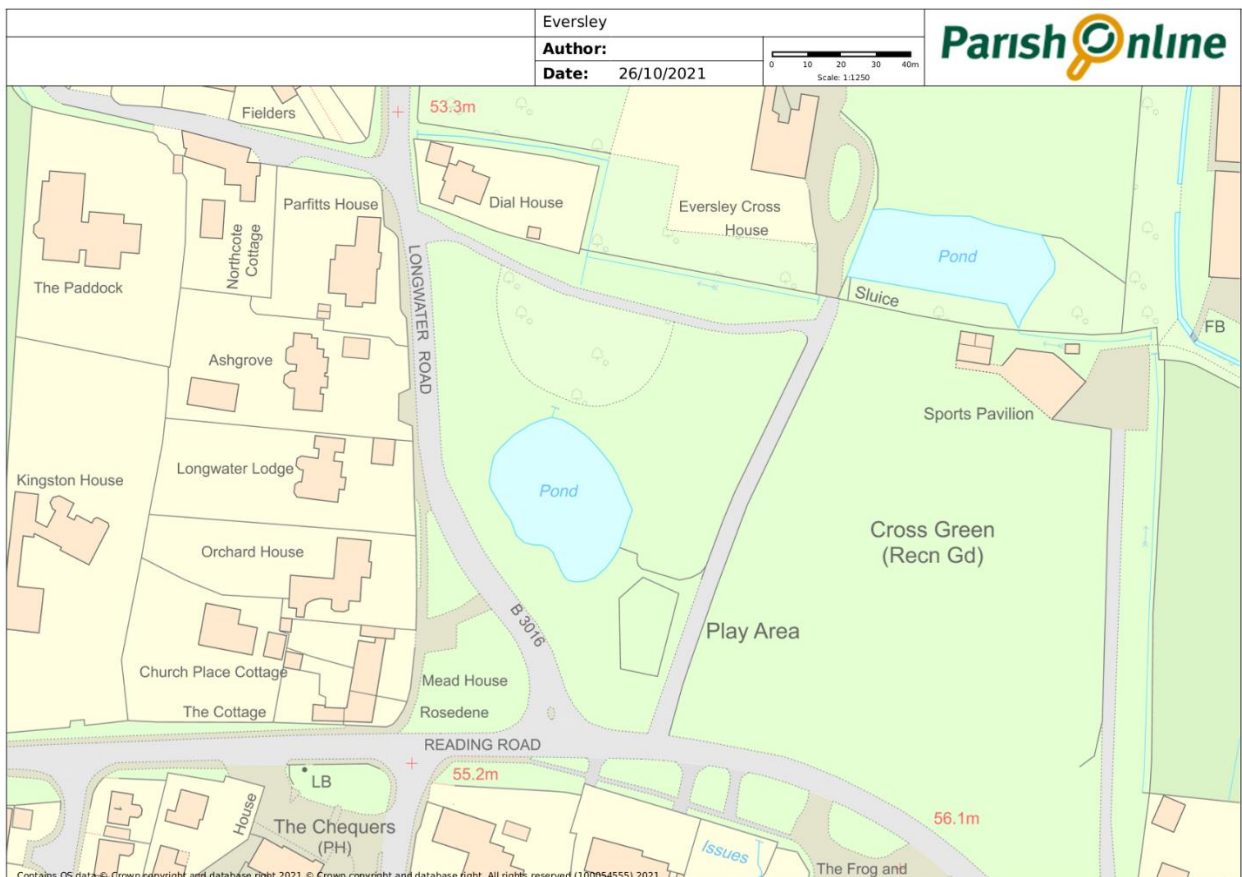
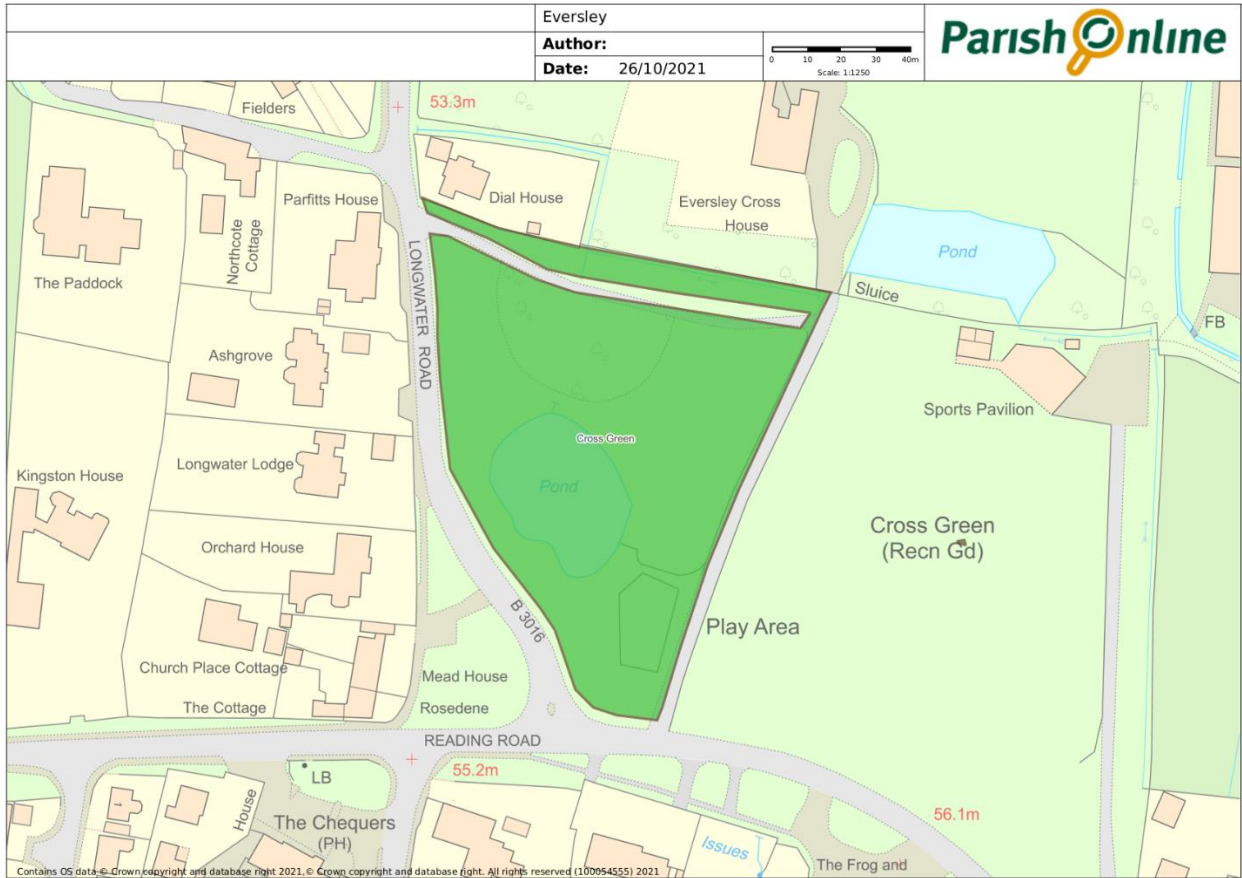
2.6 **Access to Spares**

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 BSEN1176 and in particular the sub-section on finishing.

Drawing 1. Site Layout (Indicative)



Schedule 2 - Pricing

EVERLEY PARISH COUNCIL TENDER

For the Supply and Installation of Play Equipment and Associated Facilities at Cross Green Play Area.

To: Eversley Parish Council

Having read the Conditions of Contract and Specification and having examined the site, offer to execute and complete the whole of the works for the sum of:
£.....ex VAT (the Tender Sum) made up as follows

1. Preliminaries, site set-up, insurances etc.; £_____ ex. Vat

2. To design and build play area, to include but not limited to;
Supply & installation of all equipment and to make good the area on completion
£_____ ex. Vat

3. To provide & install safety surfacing. £_____ ex. Vat

4. To supply and installation all ancillary equipment. £_____ ex. Vat

5. To supply and install fencing £_____ 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 Eversley 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 2021

Namein the capacity of

For and on behalf of.....Address

.....

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> <ul style="list-style-type: none"> <input type="checkbox"/> A copy of your audited accounts for your last two financial years <input type="checkbox"/> If you qualify for the small business exemption, a copy of your statutory accounts for your last two financial years. <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 two years of trading <input type="checkbox"/> Management Accounts including a profit & loss account and balance sheet for all periods of trading available. <input type="checkbox"/> A statement of your cash flow forecast, projected profit & loss account and balance sheet for the current year and a bank letter outlining the current cash and credit position <input type="checkbox"/> 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>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.			
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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.

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(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 Cross Green.

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

