

Invitation to Tender Notice

Ninfield Parish Council is inviting tenders to redesign its children's playground which is situated on the recreation ground in Ninfield Village, East Sussex. The council is looking to deliver a play area for 0-12 year olds which is creative, challenging and accessible.

The aim is that the new equipment can be installed in Summer 2024.

Tender documents are available, on request, from the Clerk to the Parish Council and on the Parish Council website.

Completed tender documents, together with all associated documents must be received in writing by Midday Monday 18th March 2024. Tenders received after this time will not be considered.

The envelope must be clearly labelled with the words:

'CONFIDENTIAL PLAYGROUND TENDER'

For further information contact the clerk: Jackie Scarff

Mobile: 07725 843505

Email: clerk@ninfieldpc.co.uk

Post: The Red House, Lower Street, Ninfield, East Sussex, TN33 9ED

Website: through the contact page <http://www.ninfieldpc.co.uk/community/ninfield-parish-council-15069/contact/>

Completed tenders should be posted to:

**Jackie Scarff, Clerk to Ninfield Parish Council,
The Red House, Lower Street, Ninfield, East Sussex, TN33 9ED
and marked 'CONFIDENTIAL PLAYGROUND TENDER'
Tenders cannot be handed over in person.**

TENDER DOCUMENT
THE DESIGN AND INSTALLATION OF
NINFIELD CHILDRENS PLAYGROUND
Reference: NPC/play/24

DEADLINE: Midday Monday 18th March 2024

Location.

Employer: Ninfield Parish Council (The Council)

The Red House, Lower Street, Ninfield, East Sussex, TN33 9ED

Council Representative: Jackie Scarff Parish Clerk

The Red House, Lower Street, Ninfield, East Sussex, TN33 9ED

Playground: Ninfield Recreation Ground, Church Lane, Ninfield, TN33 9RB Near to Ninfield Primary School.

Tenders:

The Council does not bind itself to accept the lowest price or any tender.

There will be no expenses paid for the preparation of the tender.

The tender submitted may be for all or any part(s) of the works as broken down on page 4 of this document.

Suppliers tender at their own cost and their tender shall remain open for acceptance for 90 days after the due date of submission. For the avoidance of doubt 1st May 2024 being the expiry date.

The council, with the agreement of the supplier, may extend the validity of the tender for a further 30 days for completing the awards process.

The supplier will provide a fixed price tender.

All suppliers who tender will be notified simultaneously, as soon as possible, of any decision of the council during the tender process, including the award.

Acceptance of the tender shall form a binding agreement between the tenderer and the council until formal signing of the agreement.

Three copies of the tender and accompanying drawings to be delivered no later than midday Monday 18th March 2024.

It is the responsibility of the tenderer to ensure that the tender arrives on time. No late submissions will be accepted under any circumstances.

Description of work.

The tender will include (depending on which parts are being quoted 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. The removal all equipment from the fenced play area on Ninfield Recreation Ground as detailed below.
3. To fence and keep secure the site during the entire period of work until ready to hand the area back to the Council.
4. To dispose of any residual equipment at a suitable disposal site.
5. A price schedule of work covering the design, supply and installation of equipment, disposal of all agreed play equipment and surfacing and redundant equipment, furniture and associated ground works.
6. A date for the works to be undertaken if awarded – ideally during Spring 2024.

Equipment to be removed:

Multi Play (Junior) Wicksteed Playgrounds Grass Matrix Tiles

Spring Camel Ledon Grass Matrix Tiles

Spring Horse Ledon Grass Matrix Tiles

Roundabout Wicksteed Playgrounds Wet Pour

1 Bay 1 Seat (Cradle) Type 1 (x2) Wicksteed Playgrounds Wet Pour (cradle seats to be saved for reuse)

1 Bay 2 Seat (Flat) Wheelscape Ltd Grass Matrix Tiles

Cantilever Swing - Type 3 Miracle Recreation Grass Matrix Tiles

Wet pour Hopscotch

Site Description and Location.

The Ninfield children's playground is located within the Parish of Ninfield, in the district of Wealden, East Sussex, and is land owned by the Council. There is a primary school adjacent to the land and in fair weather they use the recreation ground for PE and at lunch times. The drop off and collection of the children is via the recreation ground.

There must be NO access via Stocks Meadow.

The playground is enclosed in a metal railing fence and measures approximately 1211 square metres (38.25m x 32m x 30m x 37m)

Map 1 shows the location within the recreation ground Page 7.

Map 2 shows the recreation ground is along The Green (A269) accessed via a locked gate on Church Lane Page 8.

Inspection of Site.

The Council strongly recommend that anyone wishing to tender visits the site before submitting a tender to help familiarise themselves with the area, the topography of the site and the existing equipment layout. If you would like to meet a representative of the council at the site please contact the clerk on clerk@ninfieldpc.co.uk

Submission of Tender.

The Tenderer shall submit with the completed tender:

An overall drawing of the layout three copies required.

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

Copies of test certificates to show conformity to standards where appropriate, for equipment and safety surfacing.

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.

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.

Copy of valid insurance certificates showing the level of public liability and employers' insurance.

A Method Statement and Project Work Plan which should fully explain how the project will be designed, prepared, built and maintained to meet the demands of the specification and current legislation. The Method Statement using Schedule 3 should include the following as a minimum:

Details of key staff, including qualifications and experience for design and installation including any sub-contractors.

Details of vehicles, plant and equipment to be used during the works with a construction management plan.

Programme and Method of Work highlighting the key activities, and interdependence that control the critical path to completion.

Details of Health and Safety including how the Construction (Design and Management) Regulations 2015 (CDM Regulations) will be dealt with and Risk Assessments carried out.

Details of a maintenance Plan for the first two years. This should include details of warranties for equipment and surfacing.

A management plan showing quality compliance issues including how the Disability Discrimination Act 1995 (DDA) will be met.

Environmental and Community Issues. The Council have declared a climate and biodiversity emergency. The sustainability of materials and practices should be identified.

Expenditure Profile showing staff, materials and equipment costs as a minimum.

Tenderer Questionnaire Schedule 4

All details to be completed as requested.

Bona Fide Tender Schedule 5

To be signed and submitted.

Anti Collusion Certificate Schedule 6

To be signed and submitted.

BID EVALUATION

This contract will be evaluated on the basis of the most economically advantageous offer to the Council. Tenderers are encouraged to provide as much detail as possible to allow the Council to undertake a thorough price and quality evaluation. Factors considered in this assessment will be as follows:

Account will be taken of adherence to the Councils declared environmental and biodiversity emergency, innovative use of the space available (ideally the design should generate a WOW response) and compliance with provision guidelines.

Value for money of equipment and play value. In this project the Council are looking to provide equipment and pathways to allow access for those with differing abilities with aspects such as shape, colour, contrast, materials and accessibility to be considered along with flow and age appropriateness.

Adherence to design brief

Quality of equipment

Maintenance costs and ease of replacing worn parts.

It would be helpful to include a brief explanation of the design concept.

Recreation Ground and Playground in Ninfield

Playground at red dot

Ninfield

Author:

Date: 28/09/2023



Recreation Ground and Playground in Ninfield

Playground in Ninfield

Ninfield

Author:

Date: 28/09/2023



Award Criteria - (see award criteria scoring sheet below for detail)

The tenders will be determined as follows:

The scorecards will be marked separately to take account of any tenders received that have chosen not to tender for the whole project.

Please note the removal of the equipment should identified separately and will be considered separately to scorecard 1 & 2.

	Scorecard 1	Scorecard 2
	Design, build and installation of the play area and play equipment	Design, build and installation of the groundworks and surfacing
Design	49%	33%
Technical	23%	24%
Preliminaries	18%	19%
Price	10%	24%
Total %	100	100

Where tenders cover the whole project the scorecards will be awarded as follows:

	Total % of project
Scorecard 1	51%
Scorecard 2	49%

Where a tenderer only wants to be considered for the whole project this should be made clear when submitting the tender.

Supplier Name:

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

	Design			Subjective		Technical		Preliminaries			Price	Total score	% of total
	Appeal of design	Adherence to design brief	Accessibility	Range of equipment	Accessible inclusive play	Orientation/ positioning /use of place	Maintenance	Method Statement	Timescale/ project plan	Experience	Price		
Max points	10	10	10	14	10	15	10	5	5	10	11	110	
Total points													

Design, build and installation of the groundworks and surfacing:

	Design			Technical		Preliminaries			Price	Total Score	% of total
	Appeal of design	Adherence to design	Accessibility	Orientation/ positioning/ use of space.	Maintenance	Method Statement	Timescale/ project plan	Experience	Price		
Max points	15	10	10	15	10	5	5	10	25	105	
Total points											

Tender Specification for the design and installation of Ninfield Playground.

Schedule 1

General.

Working Hours:

No working will be permitted on Saturdays, Sundays or Bank Holidays. Weekday working must not commence before 0800 hours or finish after 1800 hours due to the nearby housing.

Deliveries and vehicle access must be managed between the hours of 0930 and 1730 hours with a break between 1500 and 1600 hours due to school drop off and collection.

Traffic and Parking:

The Council recognises that this site will have some challenges due to its location and nearby school. All construction vehicles should be met and guided by a foreman on site. Deliveries and parking plans should be contained within the tender taking account of the site and local amenities. School children's safety is utmost priority and risk assessments identifying how this will be managed will be paramount.

Labour, Materials, Plant etc:

The supplier will provide all labour, materials, fuel, water, carriage, plant, tools, machinery and items for the comfort of site workers in order to execute the works.

All materials will conform to British and/or European standards.

Delivery notes, Orders etc:

All delivery notes, orders etc should be kept until final completion, snagging and handover has taken place and should be made available to the clerk on request.

Disposal and transportation of waste:

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

Access to site:

Access shall be solely via the entrance to the recreation ground. Any damage to access routes must be rectified before completion of the project. All access routes must be kept safe and in a clean and tidy condition throughout.

Trespass:

The supplier shall ensure there is no trespass on to areas outside of the designated works site by anyone working on the project, including sub-contractors.

Protection of existing vegetation:

The supplier shall not prune, cut or remove any of the trees or shrubs on or surrounding the site without prior written consent from the Councils representative. The supplier shall provide any protection necessary to prevent any accidental damage.

Welfare, Health and Safety:

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 CDM. The successful supplier shall supply to the Council their own specific policy statement prior to the commencement of the Contract as part of the Method Statement.

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. All practices must be in accordance with The Control of Substances Hazardous to Health Regulations 2002 (COSHH).

No pesticides shall be used during the course of these works without the prior written consent of the Councils representative.

Risk Assessments:

The Supplier shall ensure that Risk Assessments are carried out for all activities undertaken during the course of the works with particular attention paid to the needs of the nearby school, and for the use, storage and disposal of any hazardous materials highlighted in the COSHH Assessments. All risk assessments must be sent to the clerk before the beginning of any construction work.

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 indemnify the employer from any claims.

The Supplier will be held responsible for and shall make good any damage caused to existing buildings, roads, paths, grassed areas, 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 vehicles.

The employer is not aware of any existing services across the site but 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 it 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.

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 its own cost.

Should any underground drainage need to be moved or redirected, the Council's Representative will be informed prior to any works starting.

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.

Protection of Site.

The supplier shall ensure that all reasonable efforts are made to close off the site during the project. 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:

Any damage/ vandalism caused to machinery/materials left on site by the supplier.

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.

Inclement Weather.

The supplier will take responsibility for protecting the works against inclement weather.

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.

Equipment.

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.

Burning Materials on Site.

No materials whatsoever shall be burned on site.

Turf Establishment.

The supplier will be responsible for the establishment of all seeded or turfed areas that have been damaged for a period of 3 months after practical completion.

PLAY AREA

The play area is to be challenging, imaginative and engaging with the focus on inclusive play equipment for those with accessibility issues. To be aimed at the 12 and under age group ability. The Council feels that due to the proximity of housing there should not be noisy sensory items.

Where the supplier is quoting to undertake all necessary ground works for all areas, it needs to ensure all surfacing achieves adequate drainage of surface water.

The Council has identified the following priority list which forms the basis of the specification and the Supplier shall attempt to meet the requirements as a minimum and enhance them where possible by suggesting additional equipment.

Priorities

Swing set to include 1 x birds nest (basket) swing,
1 ordinary swing seat
1 cradle swing seat,
1 memory swing,
1 accessible swing.

1 Inclusive roundabout (with drainage tube underneath so water doesn't build up), to include 1 seating area and space for a wheelchair/ pushchair.

1 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 plastic slide. To allow wheelchairs to go onto parts of it and small covered area at the top.

2 springers, 1 of which is 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'

1 trampoline sunk into the ground.

1 cone/pyramid style climbing Netscape.

1 self-closing gate to replace the existing broken one – unless the supplier is able to repair the existing one.

If any of the equipment is wooden it will need to be set in metal to prevent rotting.

Some elements of eco-friendly equipment.

Cost of each item to be listed individually on the tender.

Design Standards

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.

The design and equipment will be 'in keeping' with the location.

Installation.

All items should be installed in line with the manufacturer's instructions and must follow BS EN 1176 & 1177 standards.

Heras fencing and safety notices must be installed to ensure that equipment can't be accessed during installation.

Independent post installation inspections.

The independent post installation inspection by ROSPA shall be arranged by the Councils representative and the cost will be borne by the Council. All items identified through the inspection will be rectified by the supplier.

Access to Spares.

The need for quick and easy access to spare parts is important to the Council 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.

Tamper Proof Fixings.

Specially designed tamper proof fixings are to be used throughout the 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.

PLAY AREA GROUND WORKS.

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 or another sustainable material.

The tender should detail the required depths for the surfacing being proposed and show that it meets the required safety standards.

ANCILLARY EQUIPMENT, FENCING AND GATES

Ancillary equipment specific

Gate, bins and seats to be removed and stored securely, seats and bins to be reinstated, these should not be placed close to each other.

Replace or repair gates to self-closing.

To comply with BS EN 1176

Schedule 2

Pricing

For the Supply and Installation of Play Equipment and Associated Facilities

Tenderers may quote for all or some of the following items.

To Ninfield 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. £ _____ ex. Vat

2. Design, build and install a new play area, to include but not limited to supply of all equipment.

To make good the area on completion.

£ _____ ex. Vat

3. Design, build and installation of the groundworks and surfacing.

£ _____ ex. Vat

4. 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 Ninfield 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/We warrant that I/We have all requisite authority to sign this Tender and confirm that I/We have complied with all the requirements of the invitation to tender.

Signed this day of2024

Namein the capacity of

For and on behalf of

Address

.....
.....
.....
.....

Schedule 3

METHOD STATEMENTS & WORK PLAN

Free form to be completed by the Tenderer – submit additional pages as necessary

Schedule 4

TENDERER QUESTIONNAIRE

Basic Company Details

The information requested below **must** be provided.

Basic Details of Your Organisation.		
1	Name of the organisation in whose name the tender would be submitted:	
2	Contact name for enquiries about this Tender:	
3	Job Title:	
4	Company Address: Post Code:	
5	Office phone no.	
6	Mobile phone no.	
7	Email address	
8	Website address	
9	Company Registration number (if this applies):	
10	Charities or Housing Association or other Registration number (if this applies). Please specify registering body:	
11	Date of Registration: (if this applies)	
12	Registered address if different from the above: Post Code:	
13	VAT no if registered.	
14	Are you acting as the lead organisation for a consortium?	

15	Please confirm whether or not you have formed or are forming a consortium for the purpose of tendering for this requirement.	
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.	
17	If you have answered "Yes" to Question 15, please confirm the structure of the Consortium (e.g. One Legal Entity, Lead Organisation on behalf of the consortium, External Non-Delivering Organisation).	
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).	
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.

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

20	<p>Provision of Financial Information</p> <p>Please provide at least one of the following and indicated by ticking the appropriate boxes below.</p> <p>The more the information you 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"/></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><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>	
	<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.</p> <p>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</p>	

	http://www.companieshouse.gov.uk/infoAndGuide/fag/auditThresholds.shtml	
	<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>	

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

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)?	
21	Bankruptcy, insolvency, compulsory winding up, receivership, composition with creditors, or subject to relevant proceedings.	Yes / No
22	A conviction (or convictions) for a criminal offence related to business or professional conduct.	Yes / No
23	Legal or administrative finding of commission of an act of grave misconduct in the course of business.	Yes / No
24	Failure to fulfil obligations related to payment of national insurance contributions.	Yes / No
25	Failure to fulfil obligations related to the payment of taxes.	Yes / No
26	Failure to provide information required or providing inaccurate/misleading information when participating in a procurement exercise.	Yes / No
27	Failure to obtain and maintain relevant licences or membership of an appropriate trading or professional organisation where required by law.	Yes / No
28	If the answer to any of these is "Yes" please give brief details below, including what has been done to put things right.	

Insurance.

Insurance		
29	Does your organisation hold Employer’s Liability of not less than £10 Million?	Yes / No
30	Does your organisation hold Public Liability of not less than £10 Million?	Yes / No
31	Does your organisation hold Professional Indemnity of not less than £5 Million?	Yes / No
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 29 through to 32 (above) if you are successful in winning the contract?	Yes / No

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		
33	What are the main business activities of your organisation? (max 300 words)	
34	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:</i> <i>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
	Name of customer organisation			
	Point of contact in customer organisation. Position in the organisation. E-mail address.			
	Contract start date. Contract completion date. Estimated Contract value			
	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. Please use an additional sheet.			
	If you cannot provide at least one example for these questions, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up.			

Declaration.

	I/we declare that to the best of my/our knowledge the answers submitted in this Tender are correct. I/we understand that the information will be used in the process to assess my/our organisation. I/we understand that the Council may reject this Tender if there is a failure to answer all relevant questions fully or if I/we provide false/misleading information.	
	FORM COMPLETED BY	
	Name	
	Position/Job Title	
	Phone no. Landline Mobile	
	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)	

Schedule 5

CERTIFICATE OF BONA FIDE TENDER

TENDER FOR: - Supply and Install Play Equipment and Associated Facilities at Ninfield Playground.

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: -

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.

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.

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, anybody 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 Statement.

I/We certify that this certificate is made in good faith, and that I/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.

I/We also certify that we have not, and I/we undertake that I/we will not, before the award of any contract for the work:

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 quotation required for the preparation of the tender.

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.

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 the above.

We further certify that the principles described in the 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.

In this certificate, the words:

'person' includes any persons and anybody or association, corporate or unincorporated;

'any agreement or arrangement' includes any transaction, formal or informal and whether legally binding or not;

'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:

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Address:

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