

Normandy Parish Council

Serving Our Community through working in Partnership

MANOR FRUIT FARM PLAY AREA RULES FOR TENDER RESPONSE

LOCATION

CLIENT:	Normandy Parish Council (The Council)
PLAY AREA LOCATION:	Manor Fruit Farm, Glaziers Lane, Normandy, Guildford, Surrey, GU3 2DT
COUNCIL CONTACT:	Amanda Pick, Parish Clerk
TELEPHONE:	07739 969518
EMAIL:	clerk@normandyparishcouncil.gov.uk

TENDER(S)

The tenders for Manor Fruit Farm Play Area is broken down into two lots: -

- I. Lot 1 – playground redevelopment
- II. Lot 2 – replacement of two pedestrian access bridges

The tender submitted may be for all of the works as broken down in each design specification or for either lot separately.

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.

Suppliers tender at their own cost and their tender shall remain open for acceptance for 60 working days after the due date of submission. For the avoidance of doubt 17th September 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 not constitute a binding agreement between the tenderer and the council until formal signing of the agreement.

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DESCRIPTION OF WORK (LOT 1)

The tender will include:

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 as detailed below.
3. Fencing and security at the site during the entire period of work until ready to hand the area back to the Council.
4. Disposal of any residual equipment and materials at a suitable disposal site, and preferably recycled where possible. Soil is not to be removed from site and reused within the design.
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 Summer 2024 and no later than end of September 2024.
7. A site manager must be appointed for each Lot to coordinate all plan movements, deliveries and installation of equipment and ensure that work undertaken for each Lot does not interfere with other activities on site.

DESCRIPTION OF WORK (LOT 2)

The tender will include:

1. The design and layout of the bridges including appropriate drawings to show proposed layouts.
2. The removal current bridges.
3. Fencing and security at the site during the entire period of work until ready to hand the area back to the Council.
4. Disposal of any residual equipment and materials at a suitable disposal site, and preferably recycled where possible. Soil is not to be removed from site and reused within the design.
5. A date for the works to be undertaken if awarded – ideally during Summer 2024 and no later than end of September 2024.

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6. A site manager must be appointed for each Lot to coordinate all plan movements, deliveries and installation of equipment and ensure that work undertaken for each Lot does not interfere with other activities on site.

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.

SUBMISSION OF TENDER

The tender and accompanying drawings to be delivered no later than **midday Friday 21 June 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. Suppliers must also provide a pro forma contract. The tender must be delivered in a sealed envelope, labelled **'CONFIDENTIAL PLAY AREA TENDER' (Lot 1 / Lot 2 / Lots 1&2)**. Three copies of the drawings and pricing are required. The sealed envelopes will only be opened after midday on Friday 21 June 2024 by the Parish Clerk and in the presence of at least two councillors.

The Tenderer shall submit with the completed tender:

LOT 1

- An aerial view of the proposed design
- An overall 3D plan of the complete project
- Copies of test certificates should be available to show conformity to standards where appropriate, for equipment and safety surfacing but do not need to be provided at this stage.
- A schedule of play equipment and related items to be included within the scheme including a timetable of when such work will be undertaken. Any planning permission requirements should be specified at this stage given the impact this will have on the timeframe.
- The total cost of the project shall be presented in 'Schedule X Contract Price' which represents the tender value.
- Copy of valid insurance certificates showing the level of public liability and employers' insurance.
- A Method Statement including a Project Work Plan which should fully explain how the project will be designed, prepared and built with a schedule of maintenance to meet the demands of the specification and current legislation. The Method Statement should include the following as a minimum:

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- A construction management plan indicating the hours of operation, any lighting used, fencing, details of vehicle movements and plant/equipment to be used during the works.
- Programme and Method of Work highlighting the key activities, and interdependencies 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 conducted.
- 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 Equalities Act 2010 will be met.
- Environmental and Community Issues. The sustainability of materials and practices should be identified that demonstrate the company's commitment to sustainability and its carbon footprint. We will consider:
 - The manufacturing process, sourcing of raw materials, transportation, distribution and recycling at the end of the product life cycle
 - The environmental policy and benchmarks to consider how this policy has been implemented in practice
 - The plan on how to recycle all the existing play area materials.

LOT 2:

- A description of the proposed design
- The total cost of the project shall be presented in 'Schedule X Contract Price' which represents the tender value.
- Copy of valid insurance certificates showing the level of public liability and employers' insurance.
- A construction management plan indicating the hours of operation, fencing, any lighting used, details of vehicle movements and plant/equipment to be used during the works.

LOT 1 and Lot 2

- Tenderer Questionnaire (Schedule XX) - all details to be completed as requested.
- Bona Fide Tender (Schedule XXX) - to be signed and submitted.
- Anti Collusion Certificate (Schedule XXXX) - to be signed and submitted.

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PAYMENT TERMS

Lot 1

Payments will be on a staged basis.

- 30% - upon award and signing of contracts
- 50% - upon completion of installation
- 20% - upon final commissioning (when the play area is available for access and use by the general public)

Lot 2

Payments will be on a staged basis.

- 30% - upon award and signing of contracts
- 50% - upon completion of installation
- 20% - upon final commissioning (when the bridges are available for access and use by the general public)

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Schedule X – Contract Price

Pricing for the supply and installation of equipment for the MFF Play Area Development

*Tenderers may quote for **one or both** lots.*

To Normandy Parish Council,

Having read the Design Brief and having examined the site, offer to execute and complete the following elements of the works for the following sums (**all amounts to be excluding VAT**):

Lot 1:

1. To remove current play equipment
£
2. Design, build and install a new play area, to include but not limited to supply of all equipment
£
3. Design, build and installation of the groundworks and surfacing
£
4. Design, build and installation of gates, fences, seating, and bins. To make good the area on completion of project
£

Lot 1 TOTAL: £

Lot 2:

5. Remove current 2 footbridges. Design, build and installation of footbridges to access play area site and associated surfacing. To make good the area on completion.

Lot 2 TOTAL: £

- 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.

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- 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 Normandy 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 not 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

.....

.....

.....

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Schedule XX

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?

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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 subcontractors 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.

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Financial Information

The information requested below must be provided.

20	<p>Provision of Financial Information <i>Please provide at least one of the following and indicated by ticking the appropriate boxes below.</i></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 two financial years.</p> <p><input type="checkbox"/> If you qualify for the small business exemption, a copy of your statutory accounts for your last two 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><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>	

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	For more information on SME status and audit thresholds please go to Audit exemption for private limited companies - GOV.UK (www.gov.uk)	
	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) If no accounts are provided, then you will score zero on the financial assessment and your tender will fail	

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

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28	If the answer to any of these is “Yes” please give brief details below, including what has been done to put things right.	
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Insurance

Insurance		
29	Does your organisation hold Employer’s Liability of not less than: £10 Million for Lot 1 or £5 million for Lot 2?	Yes / No
30	Does your organisation hold Public Liability of not less than: £10 Million for Lot 1 or £5 million for Lot 2?	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 primary business activities of your organisation? (max 300 words)

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34	<table border="1"><tr><td>The number of staff employed by your organisation (including consortia members or sub-contractors where appropriate) in total and the number employed in areas relevant to delivery of this contract?</td><td>Total: Relevant to contract:</td></tr></table>	The number of staff employed by your organisation (including consortia members or sub-contractors where appropriate) in total and the number employed in areas relevant to delivery of this contract?	Total: Relevant to contract:
The number of staff employed by your organisation (including consortia members or sub-contractors where appropriate) in total and the number employed in areas relevant to delivery of this contract?	Total: Relevant to contract:		

Experience	
	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). 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). Where the Tenderer is a managing agent not intending to be the main provider of the supplies or services, the information requested should be

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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	
Email address	
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)	

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Schedule XXX

Certificate Of Bona Fide Tender

**TENDER FOR: - Supply and Install Play Equipment and Associated Facilities at Normandy
Playground (lots 1 & 2)**

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, 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

**MANOR FRUIT FARM PLAY AREA
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Schedule XXXX

Anti Collusion Statement

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.

Print Name:.....

Signature:

Dated:

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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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