



NewquayCouncil

CorporateService

VOLUME TWO – APPLICANTS OFFER (2)

Reference Number: CF-008

Contract for: Design, supply and installation of playground equipment, landscaping and surfacing at Doorstep Green, Treloggan, Newquay, Cornwall

Closing time and date for return of submission:

12:00 (Noon) - 14 August 2019

Name of Applicant:

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



1.1 General Notes

This document should be read in conjunction with the supporting information contained within Volume 1 "Invitation to Tender - Background Information, Instructions and Conditions of Tender" and associated documents also referenced.

This document and associated documents will form the basis of the Applicants formal tender response. Care should be taken to ensure that it is completed accurately, and all information required to submit a compliant tender is done ahead of submitting any final response.

1.2 Suitability Assessment

Notes for completion

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

complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

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

Part 1: Potential supplier information

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 1		Potential supplier information	
Question number	Question	Response	
1.1(a)	Full name of the potential supplier submitting the information		
1.1(b) - (i)	Registered office address (if applicable)		
1.1(b) - (ii)	Registered website address (if applicable)		
1.1(c)	Please mark 'X' in the relevant box to indicate your trading status	a) a public limited company	
		b) a limited company	
		c) a limited liability partnership	
		d) other partnership	
		e) sole trader	
		f) other (please specify)	
1.1(d)	Date of registration in country of origin		
1.1(e)	Company registration number (if applicable)		
1.1(f)	Charity registration number (if applicable)		
1.1(g)	Head office DUNS number (if applicable)		
1.1(h)	Registered VAT number		
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?		
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).		
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular		

	authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	
1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	
1.1(k)	Trading name(s) that will be used if successful in this procurement	
1.1(l)	Please mark 'X' in the relevant box to indicate whether any of the following classifications apply to you	a) Voluntary, Community and Social Enterprise (VCSE)
		b) Small or Medium Enterprise (SME)
		c) Sheltered workshop
		d) Public service mutual
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME)?	
1.1(n)	Details of Persons of Significant Control (PSC), where appropriate (Please enter N/A if not applicable)	
	Name:	
	Date of birth:	
	Nationality:	
	Country, state or part of the UK where the PSC usually lives:	
	Service address:	
	The date they became a PSC in relation to the company (for existing companies the 06 April 2016 should be used):	
	Which conditions for being a PSC are met:	
	Over 25% up to (and including) 50%	
	More than 50% and less than 75%	
75% or more		
1.1(o)	Details of immediate parent company (Please enter N/A if not applicable)	
	Full name of the immediate parent company:	
	Registered office address (if applicable):	
	Registration number (if applicable):	
	Head office DUNS number (if applicable):	
1.1(p)	Details of ultimate parent company (Please enter N/A if not applicable)	
	Full name of the ultimate parent company:	
	Registered office address (if applicable):	
	Registration number (if applicable):	
	Head office DUNS number (if applicable):	
	Head office VAT number (if applicable):	

Please provide the following information about your approach to this procurement.

Section 1	Bidding model		
Question number	Question	Response	
1.2(a) - (i)	<p>Are you bidding as the lead contact for a group of economic operators?</p> <p>If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3.</p> <p>If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 1.</p>	Please indicate your answer by marking 'X' in the relevant box.	
		Yes	No
1.2(a) - (ii)	Name of group of economic operators (if applicable)		
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.		
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	Yes	No
1.2(b) - (ii)	If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.		
	Name:		
	Registered address:		
	Trading status:		
	Company registration number:		
	Head Office DUNS number (if applicable):		
	Registered VAT number:		
	Type of organisation:		
	SME (Yes/No):		
	The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables:		
The approximate % of contractual obligations assigned to each sub-contractor:			

Contact details and declaration

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in to assess my organisation's suitability

to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Section 1	Contact details and declaration	
Question number	Question	Response
1.3(a)	Contact name	
1.3(b)	Name of organisation	
1.3(c)	Role in organisation	
1.3(d)	Phone number	
1.3(e)	E-mail address	
1.3(f)	Postal address	
1.3(g)	Signature (electronic is acceptable)	
1.3(h)	Date	

Part 2: Suitability Questions				
Section 1	Economic, Professional and financial standing			
Question number	Question	Response		
1.1	Please confirm whether your turnover is at least the minimum of twice the annual estimated value of this contract. The estimated annual value of this contract is £125,000	Please indicate your answer by marking 'X' in the relevant box.		
		<table border="1"> <thead> <tr> <th>Yes</th> <th>No</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> </tbody> </table>	Yes	No
Yes	No			
1.2	Has your organisation, at any time during the last 3 years, been in a state of bankruptcy, insolvency, compulsory winding up, administration, receivership, composition with creditors or any analogous state, or subject to relevant proceedings where the proceedings were commenced for valid reasons?			
1.3	Has your organisation, its directors or any other person who has the power of representation, decision or control of the named organisation ever been convicted of a criminal offence related to business or professional conduct, including fraud or conspiracy to defraud?			
1.4	Does your organisation hold all relevant licences and memberships for this contract required by law?			

Section 2		Technical and professional ability	
Question number	Question	Response	
2.1	<p>Please provide details of two contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</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 or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.</p> <p>If you cannot provide examples see question 6.3</p>		
		Contract 1	Contract 2
	Name of customer organisation		
	Point of contact in the organisation		
	Position in the organisation		
	E-mail address		
	Contract Start date		
	Contract completion date		
	Estimated contract value		
	Description of the Contract:		
	Contract 1:		
	Contract 2:		
2.2	<p>Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)</p> <p>Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries)</p>		
	Response:		

2.3	If you cannot provide at least one example for questions 2.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.		
Response:			
Section 3 Insurance			
Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below (Please indicate your answer by marking 'X' in the relevant box):		Yes	No
Employer's (Compulsory) Liability Insurance = £5 Million			
Public Liability Insurance = £5 Million			
Professional Indemnity Insurance = £2 Million			
Product Liability Insurance = £5 Million			
* It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.			
Section 4 Health and safety			
(Please indicate your answer by marking 'X' in the relevant box):		Yes	No
Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.			
<p>Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?</p> <p>If your answer to this question was "Yes", please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</p> <p>The Authority will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the Authority's satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.</p>			
If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?			
Section 5 Environmental Management			
(Please indicate your answer by marking 'X' in the relevant box):		Yes	No
Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)?			

<p>If your answer to this question is "Yes", please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.</p> <p>The Authority will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the Authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.</p>				
<p>If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had notice served upon them for infringement of environmental legislation?</p>				
Section 6	Disputes & Legal Obligations			
Question Number	Question	Response		
6.1		<p>Please indicate your answer by marking 'X' in the relevant box.</p> <table border="1" data-bbox="1107 898 1490 936"> <tr> <td data-bbox="1107 898 1294 936">Yes</td> <td data-bbox="1294 898 1490 936">No</td> </tr> </table>	Yes	No
Yes	No			
	<p>Has your organisation had any judgement made against it in relation to similar contracts in the last three years? Bidders who answer 'Yes' please provide a brief description of the judgement on a separate sheet and provide details of any procedures that have been implemented with the aim to prevent this from occurring again – a pass will only be awarded if suitable procedures have been implemented - label response as 5.1, no more than 400 words per contract description.</p>			
6.2	<p>Has your organisation been involved in any tribunal hearing in relation to any similar service in the last three years, which has resulted in a judgement being made against it? Bidders who answer 'Yes' please provide a brief description of the judgement on a separate sheet and provide details of any procedures that have been implemented with the aim to prevent this from occurring again – a pass will only be awarded if suitable procedures have been implemented - label response as 5.2, no more than 400 words per contract description.</p>			
6.3	<p>Is it your organisation's policy as an employer to comply with its statutory obligations with regards to groups with Protected Characteristics under the Equalities Act 2010?</p>			
6.4	<p>Organisations that employ 5 or more staff are legally required to have a written Equalities Statement. Please confirm if you have a statement and that it is communicated within your organisation, or less than 5 staff.</p>			
6.4.1	Yes I have a Statement			

6.4.2	Organisation has less than 5 staff		
6.4.3	No Statement & more than 5 staff		

1.3 Specification (including Works Information and Site Information)

1.4 Project Background

The Authority is seeking to work in partnership with a playground provider for the design, supply and installation of play equipment, and fencing at Doorstep Green, Treloggan Road, Newquay.

Doorstep Green is a c. 0.56ha open space off Treloggan Road, Newquay. It currently borders Bookers Wholesale and LIDL. There is one central footpath that runs through the site from North to South.

The current play equipment has reached the end of its useful life. The existing equipment consists of a Basketball Hoop and two goal posts. There are also two benches along the bank which are also end of life and need to be removed. This is an area highlighted to be in desperate need of new play equipment. The primary objective of the project is to secure the design of an attractive, imaginative and low maintenance new play space utilising the whole area. This would involve the installation of new play equipment for age range 0 to 12 years, with the focus primarily being on the 5-12-year range. The area should be enclosed with appropriate colourful fencing and self-closing gate(s), which are wide enough to accommodate wheelchairs, prams, pushchairs and any maintenance equipment. The design needs to ensure an area is allocated outside the play park for seating which will be installed separately outside the scope of this contract.

Applicants are invited to submit innovative proposals within a maximum budget of £125,000.

The Authority would like to see well thought out proposals which will be low maintenance, including consideration of:

- Choice of surfacing (i.e. durable and appropriate to location/ground conditions and type of equipment). The preference would be rubber surfacing with colourful graphics;
- Equipment materials (i.e. durable and not prone to rapid deterioration); and
- Parts which may require replacement (i.e. stock parts that are easy to source and replace).

The Authority welcomes incorporation of equipment or features which foster imaginative play (e.g. creative, dramatic, role play, etc) where this does not conflict with ROSPA guidance, or reduce the ease of maintenance or durability.

1.5 Detailed Description of the Required Works and Site Information

Within a maximum budget of £125,000 the Authority is inviting Contractors to:

- Propose an initial design layout for the park to include new play equipment (including surfacing), landscaping and fencing;
- Apply for Planning permission if required;
- Supply and install the new play equipment and fencing in accordance with the final agreed design;
- Supply and install suitable security fencing to protect the rear of Bookers Wholesale from the public;
- Undertake consultation with the local community on the initial design layout;
- Make amendments to the initial design layout (within the maximum budget), based on the results of the public consultation exercise, and agree the final design with the Authority;
- Remove and dispose of the existing play equipment and make the ground good after removal;

The Authority is not prescriptive about the type of play equipment to be provided. However:

- Considerations should be given to the public consultation already undertaken on site which has provided an insight into the type of equipment desired this includes
 - An exciting main feature Multi play Tower.
 - Swing sets to include Swings, Baby swing and Inclusive basket swing
 - Musical and sensory play equipment including panels with educational/play opportunities.
 - Climbing opportunities.
 - Traditional/Retro equipment such as roundabouts & seesaws.
 - Themed pieces of equipment relevant to Treloggan and Newquay (the area is alongside the old railway and adjacent to a community pond area as well as Newquay being a key coastal and surfing resort)
- The design should be innovative in order to make best use of space, including natural features and topography, and provide excellent play opportunities for children between the ages of 0 and 12, with a focus on children between 5 and 10.
- It is expected that the facility should meet the standards of a Locally Equipped Area for Play (LEAP). The recommended distance between the proposed play area and the neighbouring properties is 20 metres.

- Submissions should take account of good play area design guidance (e.g. Play England's '*Design for Play*').
- The equipment needs to be of good value and with low running costs and maintenance requirements, however this should not mean an unimaginative play area without risk or challenge and at the expense of play value.
- The equipment must be robust enough to withstand heavy use and possible anti-social behaviour.
- A suitable warranty period will need to be provided, which will form part of the evaluation process.
- All equipment and surfacing must be constructed and installed to manufacturer's instructions and current legislation i.e. BS EN 1176 and EN 1177.

In general:

- Natural/innovative/creative/imaginative/stimulating/challenging play opportunities are welcomed, particularly where they can balance this against a desire for low maintenance – accordingly they should be well designed, taking account of likely levels of use, grounds maintenance, sustainable surfacing, etc.
- Risk should not be designed out of the play areas – the play areas must ensure there is not unacceptable risk, but must not be sterile, instead allowing children to develop in an environment with a level of risk and challenge.

Designs should aim to make the space appealing for families not just children, and create a place that will be valued by the community. Designs will need to consider ongoing maintenance and management regimes.

Materials guide:

- Due to the desire for low maintenance and longevity, it is anticipated that designs in predominantly galvanised steel will be favoured. Proposals in wood are still welcomed and will be considered on their merits against the award questions, however will need to demonstrate appropriate warranties and design consistent with low maintenance (e.g. replacement of parts) and longevity. If wooden equipment is proposed to be installed into grass, steel footings will be expected.

The preferred Contractor will be appointed on the strength of their tender submission and initial design layout. However, it is expected that the Contractor would lead a public consultation exercise with the local community, including attendance at a consultation event, within the area. Support and local knowledge for the public consultation exercise will be provided by both the Authority, and an Authority Councillor/s and Officer/s would also be present at the consultation event. The timing of the public consultation exercise, including consultation event, will need to be carefully considered to ensure that the local community is given adequate opportunity to input into the final design layout. Amendments to equipment, fencing, surfacing, landscaping etc. (within the maximum budget) will need to be made to the initial design based on the results

of the public consultation, and in agreement with the Authority, in order to arrive at a final and best design for the local community.

The ownership of the area is divided. Part of the area is owned by Cornwall Council whom has registered their area as a 'Village Green'. Cornwall Council have given permission for the area of land in their ownership to be developed. The remainder of the area is owned by Bloomgold Limited. There are currently negotiations underway for their area of land to be leased to Newquay Town Council to manage and deliver the project. One of the requirements Bloomgold Ltd have specified is "a suitable fence extending to the business area of Bookers Wholesale to a certain extent so as to preclude unnecessary movement/trespassing by people for us to protect our business interests in our investment". Figures 1 – 7 (a-h) (see Additional Sources of Information) show the site location, land ownership boundary, an aerial photograph (credit to Googlemaps) proposed location for fencing to protect the rear of Bookers Wholesale, existing play equipment locations, site location showing viewpoints in relation to site photographs and site photographs respectively. The site slopes from north to south and use of the natural topography in the design will be welcomed. Should the provider feel that a survey is required to investigate drainage/services this should be included in the price. The Contractor will have to satisfy themselves what fencing would be required in order to achieve security of the rear of the premises as outlined in yellow in Figure 4.

It is anticipated ground works would be required to level the area in order to allow for installation of the play equipment. Contractors should consider making use of the excess fill material rather than take it off site. The contractor will be required to make good after construction and removal of existing play equipment through the use of turf ensuring appropriate fencing is used to protect the turf for 3-4 weeks to allow it to establish.

The total area of the park is c.5,600m². The whole of the area is available for use and it is up to the play provider to come up with a suitable design to make the best use of the space available, taking into account site constraints.

Details of local services (including Western Power, BT and South West Water) are not available and it should be noted that this information will be the responsibility of the play provider on checking services.

As far as we are aware no specific ground investigation information exists within the park. A review of the following website has not located any boreholes.

<http://mapapps.bgs.ac.uk/GeoRecords/GeoRecords.html>

1.6 Site visits

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

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

For reasons of impartiality, visits by contractors will not be attended by any representative of the Authority.

1.7 Items to be included within the maximum budget of £125,000

The Contractor must include all costs associated with the project including:

- Initial design layout for the park including play equipment, landscaping, safety surfacing and fencing;
- Undertaking consultation with the local community on the initial design layout;
- Amendments to the initial design layout (within the maximum budget) based upon results of public consultation and agreement of the final design with the Authority;
- Supply, Delivery and Installation of play equipment (including safety surfacing), landscaping and fencing. To also include security fencing and welfare facilities during the works period;
- Post Installation Inspection Report undertaken by an independent inspector (i.e. not part of the Contractor's company). Any A-rated items/defects must be resolved to the Authorities satisfaction, and the Authority reserves the right to require B-rated items/defects to be resolved unless otherwise advised; and
- Project management (including compliance with relevant legislation including, but not limited to, CDM Regulations and relevant Health, Safety and Environmental legislation and provision of all management information and final handover documentation).

1.8 Specifications for Play Equipment and Materials

Play Equipment and Surfacing

All equipment and surfacing must be certified to BS EN 1176 and EN 1177 and the Contractor must provide certificates of testing and compliance. Equipment warranties will be required. All play area equipment should require a low level of maintenance. Spare parts should be readily available for the expected life of the equipment.

Types of safer surfacing will be dependent on design and appropriateness to the site. The surfaces should be designed with regard to anticipated levels of site use and abuse, and with respect to the maintenance and revenue implications, to sustain and prolong the life of the play area - the Authorities opinion as to the

likely suitable surfacing for the site is given in section 1.5 however contractors are welcome to challenge the Authorities opinion.

Materials Specification – Metal Equipment

- Metal Equipment: ASTM B117 (1500hr rating)
- Bolts and washers are to be stainless steel
- Anti-wrap bearings for swings
- Galvanised steel posts

Materials Specification – Wooden Equipment

Any wooden equipment should be constructed with durability in mind. Equipment should either be constructed from naturally resistant wood types e.g. Mountain larch, oak or Robinia or impregnated wood. All wood should be sourced from forests with a certified replacement programme (FSC). Any timber structural items (e.g. timber posts within the ground) should have a minimum replacement period of 15 years. If it is proposed to install timber posts within grass, these should include steel footings to reduce potential for strimmer damage.

1.9 Contract Management Requirements

The Contractor will be required to:

- Provide a final Project Plan, including timescales, following Contract Award. The Project Plan should include as a minimum: lead in times, period for installation and a date for final inspection and opening. To avoid the busy summer period, it is envisaged that work would start on site in October 2019. The playground must be finished and ready for opening at the end of March 2020.
- Comply with CDM Regulations, as well as all relevant Health, Safety and Environmental legislation, and factor any costs associated with such compliance into the available budget.
- Complete a Post-Installation Inspection Report by an independent and qualified RPII inspector to satisfy the Authorities insurers.
- Provide the Authority with information in the required format regarding on-going maintenance and resource implications.
- Provide project timescales, method statements and risk assessments in order to meet the requirements of the CDM Regulations.

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

1.10 Site Access and Management

Access

Newquay is located approximately 50 miles from Plymouth and 14 miles from Truro and is accessed via the A302. The town is a busy tourist destination, particularly during the summer months. On street parking restrictions are in place from 1st May to 30th September inclusive.

The location of the site is shown on Figure 1. The Contractor is to propose his access and working area requirements and agree these with the Project Manager prior to commencement of the works. The Contractor must confine his operations to the agreed working areas.

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

Entry

The Contractor must notify the Authority at least 7 days in advance of his intention to first enter or occupy the site. Any method statements and approvals must have been approved by the Project Manager in advance of this.

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

The Contractor must keep records of the dates of his first entry onto and departure from the land together with the dates of the erection and removal of all temporary fencing.

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

Working Hours

The use of equipment and machinery on site should be limited to the normal working hours of 8.00am to 6.00pm Monday to Friday. Quiet operations will be permitted between the hours of 07:00am and 7:00pm Monday to Friday. No construction activities are to be undertaken outside of these hours or on Saturday, Sundays or Public Holidays without the prior written agreement of the Project Manager.

People must not remain on the Site overnight without the written agreement of the Project Manager.

Site Tidiness and Site Waste Management Plans

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

Site Fencing

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

Electricity and Water for the Site

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

Third Party Land Interests

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

Interference with any Access to Property, Apparatus or Service

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

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

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

Contractor's Compounds and Storage Areas

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

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

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

Facilities and Services to be provided by the Contractor

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

Protection against Damage

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

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

Apparatus of Statutory Undertakers, Highway Authority and others

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

Traffic Requirements

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

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

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

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

Vibration, Noise and Dust

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

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

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

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

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

Planning

The Authority is not aware that there is a requirement for Planning permission however the Contract must satisfy itself whether it is requirement for their proposal. If Planning permission is required it must be factored into the project costs and delivery timeline.

Provision of Method Statements

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

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

1.11 Health and Safety

CDM Regulations

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

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

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

The pre-construction information is contained within this Specification.

Particular Health and Safety Requirements

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

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

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

Emergency Arrangements

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

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

Site Security

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

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

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

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

Hazardous substances

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

1.12 Environmental Best Practice

Overview

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

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

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

Control of pollution requirements

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

Controlled Waste

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

Trees

The Contractor will be responsible for ensuring that any works that may affect trees shall be agreed during the design stage and prior to any works commencing. Where trees are affected, the contractor will be required to provide protective fencing in accordance with BS 5837:2012: Trees in relation to design, demolition and construction. This standard gives recommendations and guidance on the principles to be applied to achieve a satisfactory juxtaposition of trees, including shrubs, hedges and hedgerows, with structures. This must be agreed with the Authority's Tree Specialist.

1.13 Public Relations

General

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

Contacts with the Press or Media

The Contractor must notify the Project Manager of all press or media enquiries and refer them to the Authority.

Liaison with Third Parties

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

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

Third Party Complaints and Claims

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

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

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

1.14 Reporting Requirements

Overview

The Contractor must provide the Project Manager with regular updates.

Photographs

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

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

1.15 Conditions of Contract

The conditions for this contract are the JCT Minor Works Building Contract with contractor's design (MWD) 2016.

1.16 Additional Sources of Information

Figures

- Figure 1: Site Location
- Figure 2: Land Ownership Boundary
- Figure 3: Aerial Photograph of the Site
- Figure 4: Proposed fencing location for Bookers Wholesale
- Figure 5: Existing play equipment locations
- Figure 6: Viewpoints in relation to site photographs
- Figures 7a – 7h: Site photographs

1.17 Price Schedule

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

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

Costs

The costs should be broken down into components with a full description of each component and its associated costs exclusive of VAT.

Activity Number	Sub Activity	Description	Cost (£)
1.0	Preliminaries		

	1.1	Planning Permission (if needed)	
	1.2	Public consultation and design post tender	
2.0	Project Management		
	2.1	Project Management/H&S/CDM Compliance	
3.0	Site works		
	3.1	Mobilisation and site establishment	
	3.2	Provision of site facilities (to include security fencing, welfare facilities etc) and staff for duration of contract	
	3.3	Removal and disposal of existing play equipment and associated safety surfacing	
	3.4	Groundworks and Construction	
	3.5	Play area equipment	
	3.6	Safety surfacing	
	3.7	Fencing	
4.0	Post installation		
	4.1	Post Installation Inspection Report undertaken by an independent inspector (i.e. not part of the Contractor's company).	
5.0	Any other items		
Total (excluding VAT)			

* No additional costs will be considered by the Council(s) unless these are clearly stated in the pricing schedule response.

1.18 Price Validity Period

As a minimum, all prices submitted must remain fixed and firm for the period of the contract.

1.19 Pricing Schedule Declaration

I/We offer to supply the goods or services as per the pricing schedule above, in accordance with the Specification, terms and conditions and all other documents forming the Contract.

Signed*:	Date:
Name (in block capitals):	
In the capacity of: (State official position, i.e. Director, Manager, etc.)	
Organisation name and postal address:	
Telephone No:	Fax No:
*(It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Applicant, the capacity in which he/she signs or is employed).	

1.20 Method Statements (award questions)

The tenderer will be required to submit a detailed layout including coloured images and specification sheets for each piece of equipment/feature. Each scheme will be assessed for Play Value based on the Innovation, Robustness of Materials, Key Personnel and Project Programme.

1.	Innovative Design Please submit an initial design layout for the park to include proposed play equipment, surfacing, and explain how your proposed design and chosen product range	20%
Guidance: A) Makes best use of available space, natural features and topography; B) Provides a wide range of play experiences (e.g. rocking, swinging, sliding etc) where children of between 0 and 12 years of age (with a focus on children up to the age of 10) can play in different ways; C) Allows children of different ages to play together; D) Builds in opportunities to experience risk and challenge where children can stretch and challenge themselves in every way; E) Meets the aspiration of a Treloggan area theme; the area is alongside the old railway and adjacent to a community pond area as well as Newquay being a key coastal and surfing resort F) Takes safety into account.		
2.	Robustness, Maintenance and Warranties Please provide the specifications and warranties for the proposed play equipment, fencing and surfacing	20%

Guidance:

- a) Why it offers the best choice to meet the requirements of robustness/being able to withstand anti-social behaviour;
- b) Why it will need limited ongoing maintenance;
- c) Why the warranty period is considered suitable; and

3.

People

Please provide details of the key personnel involved with the project delivery

10%

Guidance:

- a) A copy of the CV of the Project Manager and any other key personnel;
- b) How previous experience of the team with similar projects will be utilised to deliver this project;
- c) Explain how and when you intend to undertake public consultation to ensure that the local community is given adequate opportunity to input into the final design layout;

4.

Project Delivery Plan

Please provide a Plan for the delivery of the project including a Gantt chart.

10%

Guidance:

The Plan should include but not be limited to:

- a) Planning Permission application (if required)
- b) Lead-in times;
- c) Installation period;
- d) Date for final inspection; and

Proposals for provision of management information including method statements and risk assessments to the Authority.

1.21 Certificates

1.22 Conditions of Tender

Newquay Town Council	
CONDITIONS OF TENDER	
Reference number and Title of Contract: Shall be as per the Reference Number and Title of Contract as detailed on page one (1) of this Volume Two (2) Applicant's Offer	
1.	By submitting a Tender, Applicants are agreeing to be bound by the terms and conditions without further negotiation or amendment. <input type="checkbox"/> I/We fully accept the terms and conditions of contract for the provision of works
2.	Having examined the tender documents for the provision of the above works, we offer to provide the said works in conformity, without qualification, therewith for the sum/sums enclosed at Schedule 1.17 of this Bid.
3.	The Authority does not bind itself to accept the lowest or any Tender, and reserves the right to accept a Tender either in whole or in part, for such item or items specified in the Invitation to Tender, and for such place or places of delivery as it thinks fit, each item and establishment being for this purpose considered as tendered for separately.
4.	I/We the undersigned DO HEREBY UNDERTAKE on the acceptance by the Authority of my/our Tender either in whole or in part, to supply (<i>or perform the services</i>), on such terms and conditions and in accordance with such specifications (<i>if any</i>), as are contained or incorporated in the Invitation to Tender and Applicants Offer. I/We agree and declare that the acceptance of this Tender by letter on behalf of the Authority, whether for the whole or part of the items included therein, will constitute a Contract for the supply of such items, I/We agree to enter into a further agreement for the due performance of the Contract, and I/We declare that I am/We are acting as the Delegated Authority for the purposes of signing off this Tender, and therefore, the Contract.
Signed*:	Date:

Name *(in block capitals)*:

In the capacity of:

(State official position, i.e. Director, Manager, etc.)

**(It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Applicant, the capacity in which they sign or are employed).*

1.23 Suitability Assessment Declaration

CERTIFICATE OF COMPLETING SUITABILITY ASSESSMENT	
I/we declare that to the best of my knowledge the answers submitted in the Suitability Assessment are correct.	
I/we understand that the information will be used in the evaluation process to assess my organisations suitability to tender for the Authority's requirement. Should the Council discover any discrepancies or that I have been dishonest with the answers this will result in the organisation to which I have completed this quotation for, being rejected from the tender process or if awarded a Contract will have the Contract terminated with immediate effect and no cost incurred to the Council.	
Signature is mandatory, failure to do so will result in your bid being deemed non-compliant which will result in your bid being disqualified from this tendering process.	
Signed*:	Date:
Name <i>(in block capitals)</i> :	
In the capacity of:	
<i>(State official position, i.e. Director, Manager, etc.)</i>	
<i>*(It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Applicant, the capacity in which they sign or are employed).</i>	

1.24 Certificate of Undertaking and Absence of Collusion or Canvassing

CERTIFICATE OF UNDERTAKING AND ABSENCE OF COLLUSION OR CANVASSING
The Applicant shall sign the below Certificate of Undertaking and Absence of Collusion clearly indicating whether they sign as a Consortium or Member of Consortium (Box A), or as a single body and/or individual (Box B) by striking through Box A or B, whichever does not apply.
Box A – Consortium
I/We the undersigned do hereby certify that:- <ul style="list-style-type: none">(a) the consortium's tender is bona fide and intended to be competitive;(b) the consortium has not entered into any agreement with any person outside the consortium with the aim of preventing Tenders being made or asked the amount of another Tender of the conditions or which the Tender is made;(c) the consortium has not informed any person outside the consortium other than the person calling for the Tenders the amount or approximate amount of the Tender except where the disclosure in confidence of the approximate amount of the Tender was necessary to obtain insurance premium or other quotations necessarily required for the preparation of the Tender;(d) the consortium has not caused or induced any person to enter into such an agreement as is mentioned in (b) above or to inform the consortium of the amount or the approximate amount of any rival Tender for the Contract.(e) the consortium has not and will not canvass or solicit any Member, Officer or employee of the Authority in connection with the preparation, submission and evaluation of this Tender or award or proposed award of the Contract and that to the best of my knowledge and belief, no person employed by the consortium or acting on the consortium's behalf has done or will do such an act.(f) I/We further undertake that the consortium will not do any of the acts mentioned in

(b), (c), (d) and (e) above before the hour and date specified for the return of the Tender.

Box B – Single Body and/or Individual

I/We the undersigned do hereby certify that:-

- (a) My/our Tender is bona fide and intended to be competitive and I/we have not fixed or adjusted the amount of the Tender by or under in accordance with any agreement or arrangement with any other person;
- (b) I/we have not indicated to any person other than the person calling for the Tender amount or approximate amount of the proposed Tender except where the disclosure in confidence of the approximate amount of the Tender was necessary to obtain insurance premium or other quotations necessarily required for the preparation of the Tender;
- (c) I/we shall have not entered into any agreement or arrangement with any other person that they shall refrain from Tendering or asked the amount of any Tender to be submitted;
- (d) I/we have not offered to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the said work any act or thing of the nature specified and described above.
- (e) I/we hereby certify that I/we have not and will not canvass or solicit any Member, Officer or employee of the Authority in connection with the preparation, submission and evaluation of this Tender or award or proposed award of the Contract and that to the best of my knowledge and belief, no person employed by me/us or acting on my/our behalf has done or will do such an act.
- (f) I/we further undertake that I/we will not do any of the acts mentioned in (b), (c) and (d) above before the hour and date specified for the return of the Tender.

Signed*:

Date:

Name (*in block capitals*):

In the capacity of: (*State official position, i.e. Director, Manager, etc.*)

**(It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Applicant, the capacity in which they signs or are employed).*

1.25 Certificate of Confidentiality

CERTIFICATE OF CONFIDENTIALITY

I/we hereby agree with the Authority that I/we shall not at any time divulge or allow to be divulged to any person any information, confidential or otherwise, relating to information passed to me regarding this project.

It is appreciated by the parties that in the event of negotiations in respect of the proposed Contract being entered into between the Authority and my organisation that it may be necessary to share information with colleagues within my organisation. In this event this confidentiality clause may be waived to allow such information sharing to take place but not further or otherwise.

Signed*:

Date:

Name (*in block capitals*):

In the capacity of: (*State official position, i.e. Director, Manager, etc.*)

**(It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Applicant, the capacity in which they signs or are employed).*

1.26 Commercially Sensitive Information

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

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

--

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

--

1.27 Conflict of Interest

CERTIFICATE OF CONFLICT OF INTEREST

I/we hereby notify the Authority that I/we consider the following declaration to be a conflict of interest (Applicant to insert details of the conflict of interest):

I/we hereby understand that in accordance with Article 24 of the Public Contract Regulations

2015 that the Authority is obliged to take appropriate measures to effectively prevent, identify and remedy conflicts of interest arising in the conduct of procurement procedures so as to avoid any distortion of competition and to ensure equal treatment of all economic operators.

Signed*:

Date:

Name (*in block capitals*):

In the capacity of: (*State official position, i.e. Director, Manager, etc.*)

**(It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Applicant, the capacity in which they sign or are employed).*