**WADEBRIDGE TOWN COUNCIL**

# wtc2

# INVITATION TO TENDER

For the Design & Build of a Concrete BMX/Skate Park in Wadebridge

**Closing date and time for submission of tenders:**

**08/10/2018, 17:00 hours**

# Executive Summary

Wadebridge Town Council (the ‘Council’) is to develop a BMX, Scooter, Blades and Skateboard Park that is to be situated in Wadebridge, Cornwall, beside the Camel trail (as Appendix A). The Park will require access from the Camel trail into the Skateparks site. The sites footprint is circa 3000 sq. meters in size and will need to fit all features of the project within this location. The access to the site will be via Piggy Lane car park.

The scheme will provide local recognition and will cause a large impact on the local area aesthetic. The Skatepark will provide a much-needed facility in the local area’s Community. During the tendering process an initial sketch will be required to be provided as well as a presentation to highlight the intended concept design to chosen local stakeholders.

The Skatepark is to be accessible to all levels of ability of BMX, Scooters, Blades and Skateboarders whilst also providing consideration to meeting the needs of younger users and beginners as well as providing a challenging facility for more experienced users.

It is the intention is to undertake a Two Stage Design and Build tender for the works. During the First Stage, a limited appointment will be agreed allowing the selected Contractor to begin design works. During the Second Stage a fixed price and programme will be negotiated for the Contract.

The successful tenderers responsibilities will involve both formulating the Design of the project as well as delivering the Construction stage of the project. This will involve several key deliverables including the submission a technical design, undertaking a Planning Application, liaison with local communities, ensuring a safe construction stage and warranting a smooth handover process.

**KEY DATES**

**Tender return date no later than 08/10/2018, 17:00 hours**

**Hand delivered Tenders must be delivered to:**

The Town Clerk, Wadebridge Town Council, Town Hall, The Platt, Wadebridge, PL27 7AQ

**Tenders delivered by Post must be sent to:**

The Town Clerk, Wadebridge Town Council, Town Hall, The Platt, Wadebridge PL27 7AQ

**Contact for this Procurement is:**

**Please review Section D of the Tender highlighting what is to be provided by the tender submission.**

The Town Clerk, Wadebridge Town Council, Town Hall, The Platt, Wadebridge, PL27 7AQ

Tel: 01208 817080, email:townclerk@wadebridge-tc.gov.uk

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**PART 1**

**INTRODUCTION, BACKGROUND & INSTRUCTIONS FOR TENDERERS**

**SECTION A - INTRODUCTION & BACKGROUND INFORMATION**

1. **INTRODUCTION / CONTEXT OF REQUIREMENT**
   1. Wadebridge Town Council (the ‘Council’) invites tenders (each a “Tender”) for the design, supply and installation of a new concrete BMX/Skatepark in Wadebridge.
   2. The purpose of this document is to give detailed instruction on the form of Tender to be complied with. Failure to do so in part or in total will automatically disqualify a submitted Tender.
   3. The service and works required for the BMX/Skate park required are outlined in the Design & Build Specification at Part 2, Section F (“the Specification”). The successful tenderer (“the Contractor”) will enter into a Two Stage Design and Build contract (“Contract”) in the form appended to this ITT at Appendix D
   4. Without prejudice to anything contained within the Specification, the party submitting the Tender (“Tenderer”) will ensure that any equipment installed is well designed, limits the opportunity for vandalism and has low maintenance aspects to minimise maintenance re-visits. Equipment provided should demonstrate ease of maintenance and access to serviceable parts.
   5. Should any Tenderer be in doubt as to the interpretation of any part of this ITT or any of its appendices (“the Contract Documents,) the Tenderer shall submit a request for clarification in accordance with this ITT.
   6. It is the responsibility of Tenderers to obtain for themselves, and at their own expense, any additional information necessary for the preparation of their Tenders.
   7. Tenderers should not assume prior knowledge on the part of those who evaluate the bid and should include all detail reasonably required for this purpose. All information is required to be suitably cross referenced to ensure ease of review and decision making.
   8. Tenderers will be required to demonstrate their ability to provide the contract.
   9. The Council is not bound to accept the lowest of any Tenders or any Tender at all.

**2 FINANCIAL STABILITY OF PREFERRED BIDDER**

2.1 Tenderers should note Section C which highlights that part of the due diligence undertaken will involve an assessment of the financial stability of that Tenderer.

**3 MAXIMUM BUDGET**

3.1 The Council has a Maximum Budget of **£200,000** for the Project. Tenders received which exceed the maximum budget **will automatically be rejected**

3.2 The Council is looking to secure the maximum amount of output from the successful tender for the available maximum budget. Tenders will be marked on a 70% quality and 30% price basis.

3.3 In the absence of specific direction to the contrary, the Tenderer’s price must be fully inclusive, including contingency, covering all labour, materials, temporary works, plant, groundwork preparation, overhead charges, and profit, as well as the general liabilities and taxation payable in so far as any is due, obligations and risks described or implied in the tender documents. Costs relating to items which are not priced will be deemed to have been included elsewhere within the Tenderer’s budget. For the avoidance of doubt the Tender price will also be deemed to cover all contingencies or costs overruns.

**SECTION B - PROCUREMENT PROCESS & TIMETABLE**

**1 PROCUREMENT PROCESS**

1.1 Detailed instructions about the submissions of tenders are set out in **Section D - Instructions to Tenderers.**

1.2 All bids received by the Council will be evaluated in accordance with the process described in **Section C – Evaluation of Tenders.**

1.3 **Section E** details the **Conditions of Tender.**

**2** **TIMETABLES**

2.1 The project stages are detailed below.

|  |  |
| --- | --- |
| **PRE-CONSTRUCTION STAGE** | **DATE** |
| Issue Invitation to Tender | 14/09/2018 |
| Deadline for receipt of clarifications | 28/09/2018 |
| Target date for responses to clarifications | 03/10/2018 |
| Tender Return | 08/10/2018 at 17:00 |
| Evaluate Tenders & Consultation | 19/10/2018 |
| Presentations | 19/10/2018 |
| Contract awarded | 31/10/2018 |

|  |  |
| --- | --- |
| **FIRST STAGE** | **DATE** |
| Contract Design Works commence | 31/10/2018 |
| Exhibition Date | 12/12/2018 |
| Planning Application | 14/12/2018 |

|  |  |
| --- | --- |
| **SECOND STAGE** | **DATE** |
| Contract Construction Works commence | 25/02/2019 |

## 2.2 While it is intended that this project will take place in accordance with the timetable set out as above, the Council reserves the right to terminate, amend or vary the procurement process at any time.

2.3 It is the responsibility of the Tenderer to ensure that the complete bid is submitted by the deadline stated. Tenderers should ensure that they allow enough time to submit their bid response. The Council reserves the right to disqualify any tender responses that are submitted after the deadline. The Council will accept no responsibility for difficulties during the process of submission.

2.4 In the interests of fair competition if Tenderers discover any anomalies or ambiguities in the bid documents they are requested to bring them to the Council’s attention as soon as possible so that clarification can be provided to all interested bidders.

**SECTION C – EVALUATION OF TENDERS**

1. **COUNCIL EVALUATION** 
   1. Evaluation of Tenders will be carried out by the Council (and where appropriate other individuals/organisations selected by the Council) to ensure an appropriate breadth of experience and understanding of the issues covered by the Tender submission.
   2. All Tenderers will be subject to an initial “Selection” criteria phase where the Council will first assess the Business Questionnaire, in order to assess the Tenderer’s technical capacity or professional ability, and their economic and financial standing. Those who pass the Selection criteria phase will have their Tenders considered in respect of the Award criteria.
2. **SELECTION CRITERIA**
   1. Selection criteria will be applied to the Tenders received. The selection criteria are in addition to the Tender award criteria and will comprise of the responses to be provided by Tenderers to the **Business Questionnaire** at **Section K.** The selection criteria are the minimum criteria that the Council will require all Tenderers to meet or exceed and so are of a ‘pass/fail’ nature.

2.2 The Council will use the Tender selection criteria set out in Modules 1 to 7 below to extract and evaluate the information required.

* 1. Tenderers that fail to complete the documentation (even when stated ‘for information only’) may be excluded from the remainder of the evaluation process and their Tender may not be considered further.

2.4 Each element/question stated within the selection criteria referenced above will be assessed on the basis of pass/fail or scored - as set out below:

|  |  |
| --- | --- |
| **Evaluation Methodology** | |
| **Section** | **Evaluation Methodology** |
| ***Part 1 – Potential Tenderer Information*** |  |
| *Section 1 – Potential Tenderer Information, Bidding Model, and Contact Details* | *Info Only* |
| *Section 1 – Declaration.* | *Pass / Fail* |
| ***Part 2 – Exclusion Grounds*** |  |
| *Section 2 –Mandatory Exclusions* | *Pass / Fail* |
| *Section 3 – Discretionary Exclusions* | *Pass / Fail* |
| ***Part 3 – Selection Questions*** |  |
| *Section 4 – Economic and Financial Standing* | *Pass / Fail* |
| *Section 5 – Wider group (Where applicable)* | *Pass / Fail (Where applicable)* |
| *Section 6 –*  *Project Specific Questions: Modern Slavery* | *Pass / Fail* |
| *Section 7 A –*  *Additional Questions: Insurance* | *Pass / Fail* |
| *Section 7 B – Additional Questions:*  *Environmental Management* | *Pass / Fail* |
| *Section 7 C – Additional Questions:*  *Health and Safety* | *Pass / Fail* |

2.5 Pass / Fail Questions

2.5.1 These criteria will be scored on a pass / fail basis

2.5.2 Tenderers that receive a ‘fail’ in any of these questions/sections may be excluded from the remainder of the evaluation process and their Tender may not be considered further, unless the Council, at its absolute discretion, decides otherwise.

2.6 Scored Questions

2.6.1 Each scored question/section will be allocated a score between 0 and 5 in accordance with the scoring table set out against that question.

2.6.2 Tenderers that receive a score of less than 3 in any of these questions/sections MAY be excluded from the remainder of the evaluation process and their Tender shall not be considered further, unless the Council, at its absolute discretion, decides otherwise (the Council must evidence why such discretion was exercised).

2.6.3 Where a scored question is weighted, the weighting will be indicated within the question heading.

**2.7 Verification of Information Provided**

2.7.1 Whilst reserving the right to request information at any time throughout the procurement process, the Council may enable the Tenderer to self-certify that there are no mandatory/ discretionary grounds for excluding their organisation. When requesting evidence that the Tenderer can meet the specified requirements (such as the questions in section 7 of this selection element of the ITT relating to Technical and Professional Ability) the Council may only obtain such evidence after the final tender evaluation decision i.e. from the winning Tenderer only.

**2.8 Financial Assessment process: Minimum level of economic and financial standing.**

2.8.1 This module will be scored out of 100.

2.8.2 Organisations which score 70 marks or above will receive a **pass** for the purposes of these selection criteria an organisation scoring less than 70 will be deemed not to have met the Council's minimum standards of economic and financial standing and a **fail** may be awarded. The score for each element of the assessment will be rounded to two decimal places.

**2.9 Additional Information.**

2.9.1 Credit rating report: credit rating reports will be obtained for both the Tenderer and relevant parent company. These will be used to provide the Council with an independent check of financial information supplied by the Tenderer. Where the Tenderer or parent company receives a NIL credit rating this could lead to an unsatisfactory financial assessment but further investigation will be carried out based on the financial accounts supplied with the Tender Response.

2.9.2 Litigation: outstanding claims or litigation to the value of 25% or more of the last financial year’s profits that are not covered by appropriate insurance could lead to an unsatisfactory financial assessment. This applies to the Tenderer and their relevant parent.

**2.10 Where the Tenderer is a subsidiary,** The assessment process will be applied to the financial information obtained for both the Tenderer and its ultimate parent organisation and assessed as follows:

For Tenderers who have a parent organisation, the ultimate parent organisation will also be assessed on the same financial standards as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **Tenderer** | **Parent Company** | **Ultimate Result** | **Notes** |
| Pass | Pass | Pass |  |
| Fail | Fail | Fail |  |
| Fail | Pass | Pass | **Only if** ultimate parent organisation confirms that it is willing to give financial support to the subsidiary organisation (the Tenderer) in the form of a parent company guarantee (PCG), or other form of suitable security as required by the Council. |
| Pass | Fail | Pass | **If** the relevant parent organisation is a non-trading Holding Company. |
| Pass | Fail | Fail | **If** the relevant parent organisation is a trading organisation |

**2.11 Consortium bids**

2.11.1 The assessment process will be applied to the financial information obtained for each relevant organisation that is a member of the consortium (“Relevant Organisations”).

2.11.2 The combined turnover of all consortium members must meet the turnover requirement. All other elements of the financial assessment (profit, liquidity, gearing) will be based on the individual performance of **each** member of the consortium.

2.11.3 Where **any** member of the consortium cannot demonstrate that it meets the minimum acceptable standard (i.e. a score of 70 or above) then a fail may be awarded to the consortium.

**2.12 Evaluation criteria calculations**

Scores will be calculated as follows:

|  |  |
| --- | --- |
| **Criteria** | **Maximum Score** |
| (a) Turnover | 30 |
| (b) Acid Test Ratio | 30 |
| (c) Gearing | 20 |
| (d) Net Profit Margin | 20 |
| **Total Score** | **100** |

**2.13 Turnover: 30 marks**

2.13.1 This calculation is used to demonstrate the Tenderer has sufficient resources to meet the requirement of the Contract.

2.13.2 The Tenderer will be required to demonstrate **an average annual turnover figure of twice the anticipated Contract value.**

2.13.3 If the Tenderer's average annual turnover for the last two financial years (Where such information is available) is equal to or higher than the turnover requirement **of 2x the anticipated contract value,** the Tenderer will receive 30 marks.

2.13.4 If the Tenderer has an average annual turnover for the last two financial years of less than **2x the estimated contract value,** zero (0) marks will be awarded.

2.13.5 In the case of a newly formed organisation the average annual turnover will be determined from a combination of the company accounts (where provided) and such other information as has been provided.

2.13.6 In the case of consortium bids the total combined turnover of the Lead Supplier and all Relevant Organisations will be calculated and this combined turnover will be used within the individual assessment of each member of the consortium.

**2.14 Profit: 20 marks**

2.14.1 Marks will be awarded if the average profit margin for the last two years (where such information is available) is above 1.

2.14.2 Net profit margin percentage will be calculated as follows:

*(Net Profit before tax / Turnover)*

2.14.3 Scores will be awarded as follows:

|  |  |
| --- | --- |
| **Mean Profit Margin (%)** | **Score** |
| Greater than 1 | 20 |
| Less than or equal to 1 (minimum standard) | 0 |

**2.15 Liquidity (Acid Test Ratio): 30 marks**

2.15.1 This criterion assesses whether or not the Tenderer can demonstrate it has sufficient resources to pay its debts by comparing [current assets](http://en.wikipedia.org/wiki/Current_asset) minus stock to [current liabilities](http://en.wikipedia.org/wiki/Current_liabilities). It is expressed as follows:

*(Current assets – stock) = Acid Test*

*Current Liabilities*

2.15.2 The minimum standard for this criterion is that the Tenderer must have a current liquidity ratio of at least **1.0.**

Scores will be awarded as follows:

|  |  |
| --- | --- |
| **Current Ratio** | **Score** |
| Equal to or greater than 1 | 30 |
| Less than 1.0 (minimum standard) | 0 |

**2.16 Gearing: 20 marks**

2.16.1 This criterion assesses whether or not the Tenderer can demonstrate it has sufficient equity (or capital) to borrowed funds. Gearing is a measure of financial leverage, demonstrating the degree to which a firm's activities are funded by owner's (shareholders) funds versus creditor's funds.

It is expressed as follows:



2.16.2 The minimum standard for this criterion is that the Tenderer must have a gearing ratio lower than 90%

Scores will be awarded as follows:

|  |  |
| --- | --- |
| **Gearing Ratio %** | **Score** |
| Less than 90% | 20 |
| Equal to or greater than 90% | 0 |

1. **TENDER AWARD CRITERIA**
   1. Any Contract(s) awarded as a result of this procurement will be awarded on the basis of the offer that is the most economically advantageous to the Council. The Tender award criteria (Award Criteria) are:
      1. 70% technical or quality; and
      2. 30% cost.

3.2 Scores are arrived at following the application of the evaluation criteria Award Criteria (as more fully set out below) to the Tender.

**3.3 Scoring of Quality (non-price) Aspects of the Tender**

3.3.1 Award criteria will be based upon 70% of marks being allocated to Quality (non price) aspects which will be assessed by evaluation of a Tenderer’s response to the method statement questions set out in Section L “Method Statement Questions”) and supporting information.

###### 

3.3.2 Each response will be awarded a separate score out of 5. The definitions of each level of scoring are asset out against the respective Method Statement Question.

3.3.3 The table below summarises the Method Statement Questions that will be evaluated and their associated weightings. Quality will be assessed by evaluating Tenderers responses to one or more specific Method Statement Questions (the Method Statement Question headings are listed in column A in the Table below and full questions listed in Section L). The weighting for each individual Method Statement Question is in Column B and these will be scored using the 0 – 5 scale referred to above.

|  |  |
| --- | --- |
| **COLUMN A** | **COLUMN B** |
| **METHOD STATEMENT** **QUESTIONS (Section L)** | **% weight per question** |
| **DESIGN – 73%** |  |
| **Q1** | ***73%*** |
| **CONSTRUCTION & SAFETY – 27%** |  |
| **Q 2** | ***27%*** |

3.3.4*Example of non-price scoring*

A worked example of the scoring of the quality aspects follows *(the scores are hypothetical).*

Formula applied (% weight x points scored) ÷ 5 (latter being maximum points available)

|  |  |  |  |
| --- | --- | --- | --- |
| Method Statement Question | % weight | Points scored | Marks awarded |
| *Q1 – Design Integrity*  *Q2 – Flow & Features*  *Q3 – Routing & Relationship of Features* | 16%  16%  8% | 2  4  3 | 6.4  12.8  4.8 |

**3.4 Scoring of price aspects of the Tender.**

3.4.1 Pricing will account for 30% of the Tenderer’s willing bid**.**

3.4.2Bid prices will be scored on a comparative basis with the lowest bid receiving 100% of the available marks (30% following weighting). All other bids will be compared against that lowest bid using the following formula:

(Lowest Price ÷ Tenderer’s price) x Weighting = Score

3.4.3 To accompany the above there is a worked example below to help explain this. The example assumes only 2 prices were submitted and that price was awarded 30% of the overall marks (i.e. quality was awarded 70%):

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | **L** | **W** | **Tenderer 1** | | **Tenderer 2** | |
| Evaluation Elements | Lowest Submitted price (£) | Weighting % | Tendered Price | Score \* | Tendered Price | Score \*\* |
| Total Contract Sum | £100,000 | 30 | £130,000 | 30 | £100,000 | 23.07 |
| **Total Score** |  |  |  | **30** |  |  |

3.4.4 The example above shows that Tenderer 2 scored maximum points because they submitted the lowest Quote price.

\* For Tenderer 1, score = (100,000/130,000) x 30 = 23.07

\*\* For Tenderer 2, score = (100,000/100,000) x 30 = 30

**3.5 Awarding the Contract**

3.5.1 Tenderers should note that if a bid is considered to be fundamentally unacceptable on any issue, then regardless of its other merits, that bid will be rejected. Throughout the evaluation process, the right is reserved to seek clarifications from Tenderers, where considered necessary, to achieve a complete understanding of the proposals received.

3.5.2 Following the initial evaluation of offers, Tenderers will be invited to meet with the Council to clarify their bid in more detail and this will include an invitation to make a presentation in support of the bid. This presentation will not be scored but should enable the tender submitted to be clearly presented to the Town Council with the vision of the Tender communicated.

3.5.3 Once the tender evaluation stage is complete, Tenderers will be each notified of the outcome as soon as possible.

**SECTION D - INSTRUCTIONS TO TENDERERS**

1.1 The Council requires you to submit **ONE** **PAPER COPY** of your tender and [**ONE USB MEMORY STICK COPY] (certified virus free)** in order that the submission can be shared easily among those evaluating the Tenders. For the avoidance of doubt, a failure to provide both copies of the submission may result in the Tender being disqualified.

1.2 The Tender must include the following information:

1. A Method Statement in report format identifying sequentially your answers to each of the Method Statement Questions identified in Section 7;
2. an A1 [colour] printed copy of the design for consultation purposes should also be included.[This should be from bird’s eye view/ front elevation/isometric/ axonometric perspective].
3. The following sections of this document which have been duly completed:

* Section I - Form of Tender & Pricing Schedule
* Section J - Tendering Certificate
* Section K – Selection Criteria: Business Questionnaire
* Section L – Award Criteria: Method Statements & Supporting Information and Pricing
* APPENDIX B – Reference Page
* APPENDIX C – Commercially Sensitive Information
* APPENDIX D- Form of Contract and Preconstruction Agreement
  1. Only the information contained within this invitation to tender document, or the accompanying documentation, or otherwise communicated in writing to Tenderers, should be considered when preparing and submitting the bid.
* The pages of the Tender documents must be numbered sequentially as "Page [x] of [xx]" and include the date and title of the document on each page of the main body.
* Any additional pre-existing material which is necessary to support the Tender should be included as schedules with cross-references to this material in the main body of the Tender. Cross-references to this ITT should also be included in the Tender whenever this is relevant.
* Where documents are embedded within other documents, Tenderers must provide separate copies of the embedded documents.
* The Tender must be in English and drafted in accordance with the drafting guidance set out in this ITT.
* Each Tender must be uniquely named or referenced.
* A table of contents must be provided.
* The Tender must be fully cross-referenced.
* A list of supporting material must be supplied.
* Tenderers should use [ Ariel size 11].
* Line spacing must be [ single line spacing ] or more.

The Tender must be clear, concise and complete. The Council reserves the right to mark a Tenderer down or exclude them from the procurement if its Tender contains any ambiguities, caveats or lacks clarity. Tenderers should submit only such information as is necessary to respond effectively to this ITT. Tenders will be evaluated on the basis of information submitted by the deadline listed in Section B.

## **Contract terms**

* 1. The Preconstruction Agreement and draft Contract that the Council proposes to use is attached Appendix D. By submitting a Tender, Tenderers are agreeing to be bound by the terms of this ITT and the Contract without further negotiation or amendment.
  2. If the terms of the Contract render the proposals in the Tenderer's Tender unworkable, the Tenderer should submit a clarification in accordance with Section E and the Council will consider whether any amendment to the Contract is required. Any amendments shall be published through the Clarifications Log and shall apply to all Tenderers. Where both the amendment and the original drafting are acceptable and workable to the Council, the Council shall publish the amendment as an alternative to the original drafting. Tenderers should indicate if they prefer the amendment; otherwise the original drafting shall apply. Any amendments which are proposed, but not approved by the Council through this process, will not be acceptable and may be construed as a rejection of the terms leading to the disqualification of the Tender.

**3 Documents forming the contract**

3.1 The following documents shall form part of the Contract between the Council and the Contractor(s):

3.1.1 Contract and its schedules.

3.1.2 Specification.

3.1.3 Responses to Method Statement Questions (as completed by the Tenderer;

3.1.4 A list of commercially sensitive information (as completed by the successful Tenderer).

**4 Consortia and subcontractors**

4.1 The Council requires all Tenderers to identify whether and which subcontracting or consortium arrangements apply in the case of their Tender, and in particular specify the share of the Contract it intends to sub-contract, any proposed sub-contractors, and precisely which entity they propose to be the Tenderer.

4.2 For the purposes of this ITT, the following terms apply:

4.2.1 *Consortium arrangement.* Groups of companies come together specifically for the purpose of bidding for appointment as the Tenderer and envisage that they will establish a special purpose vehicle as the prime contracting party with the Council.

4.2.2 *Subcontracting arrangement.* Groups of companies come together specifically for the purpose of bidding for appointment as the Tenderer, but envisage that one of their number will be the Tenderer, the remaining members of that group will be subcontractors to the Tenderer.

**5 Warnings and disclaimers**

5.1 While the information contained in this ITT is believed to be correct at the time of issue, neither the Council, its advisors, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this ITT (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Council. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Council.

5.2 If a Tenderer proposes to enter into a Contract with the Council, it must rely on its own enquiries and on the terms and conditions set out in the Contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it.

5.3 Neither the issue of this ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Council (or any other person) to enter into a contractual arrangement.

**6 Confidentiality and Freedom of Information**

6.1 This ITT is made available on condition that its contents (including the fact that the Tenderer has received this ITT) is kept confidential by the Tenderer and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Tenderer to submit a Tender.

6.2 As a public body, the Council is subject to the provisions of the Freedom of Information Act 2000 (FOIA) in respect of information it holds (including third-party information). Any member of the public or other interested party may make a request for information.

6.3 Tenderers should be aware that, in compliance with its transparency obligations, the Council routinely publishes details of its contract(s), including the contract values and the identities of its suppliers on its website without consulting the provider of that information.

6.4 The Council shall treat all Tenderers' responses to the Business Questionnaire at Section K and the Supplier’s bid price as confidential during the procurement process except as required to be disclosed for the purposes of advancing the project. However, Tenderer’s attention is specifically drawn to the fact that the Tenderer’s Responses to Method Statement Questions referred to at Section L may be disclosed (or publicised) for the purposes of consultation with potential end users and other stakeholders (including Cornwall Council) in respect of the project. Tenderers should also be aware that such end users and stakeholders may be present at any presentation that takes place, notwithstanding that the decision to award the contract will ultimately be the Council’s. Any requests for information received following the procurement process shall be considered on a case-by-case basis, applying the principles of FOIA, which permits certain information to be withheld, for example where disclosure would be prejudicial to a party’s commercial interests, and in accordance with the Council’s transparency obligations.

6.5 Therefore, Tenderers are responsible for ensuring that any confidential or commercially sensitive information, the disclosure of which would be likely to diminish the Tenderer’s competitive edge, has been clearly identified to the Council in the template provided at Appendix C.

**7 Publicity**

7.1 No publicity regarding the works to be procured by this ITT or the award of any Contract will be permitted unless and until the Council has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any Tender, its contents or any proposals relating to it without the prior written consent of the Council.

**8 Tenderer conduct and conflicts of interest**

8.1 Any attempt by Tenderers or their advisors to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly at any time:

8.2 Devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance.

8.3 Enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender.

8.4 Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender.

8.5 Canvass the Council or any employees or agents of the Council in relation to this procurement.

8.6 Attempt to obtain information from any of the employees or agents of the Council or their advisors concerning another Tenderer or Tender.

8.7 Tenderers are responsible for ensuring that no conflicts of interest exist between the Tenderer and its advisers, and the Council and its advisors. Any Tenderer who fails to comply with this requirement may be disqualified from the procurement at the discretion of the Council.

**9 Council's rights**

9.1 The Council reserves the right to:

9.1.1 Waive or change the requirements of this ITT from time to time without prior (or any) notice being given by the Council.

9.1.2 Seek clarification or documents in respect of a Tenderer's submission.

9.1.3 Disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT.

9.1.4 Disqualify any Tenderer that is guilty of serious misrepresentation in relation to its Tender, or the tender process.

9.1.5 Withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis.

9.1.6 Choose not to award any Contract as a result of the current procurement process.

9.1.7 Make whatever changes it sees fit to the Timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

**10 Bid costs**

10.1 The Council will not be liable for any bid costs, expenditure, work or effort incurred by a Tenderer in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Council.

**11 Guarantees**

11.1 The Council may have qualified the Tenderers on the assumption that, where the Tenderer is an operating company, it will be guaranteed by the parent company. As a result, the Council may require each Tenderer to confirm the identity of the guarantor of its obligations under any Contract(s). This guarantor should be the ultimate parent company of the Tenderer, except in exceptional circumstances. In the case of consortia, the Council will require confirmation that the consortium will provide either a parent company guarantee from the lead consortium member or an equivalent level of security.

11.2 The entire Tender submission must be submitted either **by hand** or **by post** to:

The Town Clerk

Wadebridge Town Council

Town Hall

The Platt

Wadebridge, PL27 7AQ

11.3 The Tender package or envelope must not bear any mark identifying the name of the Tenderer. **Please note** this includes franking.

11.4 The Tender package or envelope must bear the words ‘Tender for Wadebridge BMX/Skatepark’. If courier or other special delivery services are used please ensure that the outside of any additional packaging also bears the above words. Your submission will be rejected if it is possible for the receiving officer to identify the sender.

11.5 **The closing date for the submission of the tender is 17:00hrs on the 8/10/2018.** This time and date must also be shown on the tender package or envelope. Tenders submitted after the closing time and date will be rejected and returned to the Tenderer, unless clear evidence of posting (by first class post on a day preceding the closing date*)* is available. **Tenders may not be submitted by fax or e-mail.**

11.6 Should questions arise during the tendering period that are, in the judgement of the Council, of material significance, the Council will write to *all Tenderers* to explain the nature of the question, and the formal reply. All Tenderers should then take that reply into consideration when preparing their bids, and bids will be evaluated on the assumption that they have done so.

11.7 **Tenderers should note that any questions raised after 28/09/2018 may not be answered.**

**SECTION E - Conditions of Tender**

**1 CLARIFICATIONS ABOUT THE ITT AND THE CONTENTS OF TENDERS.**

1.1 Any clarifications relating to this ITT must be submitted by email to [townclerk@wadebridge-tc.gov.uk].

1.2 The Council will respond to all reasonable clarifications as soon as possible through publishing the Tenderers' questions and the Council's response to them on the [contracts finder website] (**Clarifications Log**). If a Tenderer wishes the Council to treat a clarification as confidential and not issue the response to all Tenderers, it must state this when submitting the clarification. If, in the opinion of the Council, the clarification is not confidential, the Council will inform the Tenderer and it will have an opportunity to withdraw it. If the clarification is not withdrawn, the response will be issued to all Tenderers.

1.3 The deadline for receipt of clarifications relating to the Services or this ITT is set out in Section B above. Tenderers are advised not to rely on communications from the Council in respect of the Works or ITT unless they are made in accordance with these instructions.

1.4 The Council reserves the right (but is not obliged) to seek clarification of any aspect of a Tenderer's Tender during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly. Vague or ambiguous answers are likely to score poorly or render the Tender non-compliant.

**2 FORM OF TENDER**

2.1 The Tender will be set out as described in the preceding **Section D, Instructions to Tenderers.**

**3 TENDERS EXCLUDED**

3.1 No Tender will be considered for acceptance if the Tenderer has indulged or attempted to indulge in any corrupt practice or canvassed the Tender with any member or officer of Wadebridge Town Council.

3.2 Any Tenderer who directly or indirectly canvasses any member or official of Wadebridge Town Council concerning the award of the Contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning the Tender shall be disqualified.

3.3 If a Tenderer has, unknown to the Council, indulged or attempted to indulge in such practices and the Tender is accepted, then grounds exist for the termination of the contract with damages claimed from the Contractor.

**4 COLLUSIVE TENDERING**

4.1 In submitting a Tender for this Contract, the Tenderer confirms that he has not fixed or adjusted the amount of the Tender in accordance with any agreement or arrangement with any other person.

4.2 The Tenderer also certifies that at no time, before or following the submission of the Tender, have they communicated to a person other than the Council the amount or approximate amount of the proposed Tender, except where such disclosure, in confidence, of the approximate amount of the Tender is necessary to obtain insurance premium quotations required for the preparation of the Tender.

**5 BRIBERY AND CORRUPTION**

5.1 The Council will be entitled to cancel the Contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if the Contractor (or person employed by the Contractor or acting on its behalf) has offered, given or agreed to give to any person any gift or consideration of any kind as an inducement or reward in relation to the Contract.

**6 ACCEPTANCE**

6.1 Acceptance of the preferred Tender will be determined by the Council. The Council is not bound to accept the lowest or any Tender.

6.2 The successful Tenderer is required to sign and return to the Council two copies of the written contract document which shall then be signed, dated and completed by Wadebridge Town Council (and one completed original returned to the Contractor)

**7 DATA PROTECTION**

7.1Where applicable, the Tenderer will be registered under the Data Protection Act 1998 (DPA) and observe all obligations under the DPA which arise in connection with this tender.

7.2 TheCouncil may require the Tenderer to provide the Council with such information as it may reasonably require in order to satisfy itself that there is compliance with the required DPA obligations.

**8** **Public Rights of Audit**

8.1The Local Audit and Accountability Act 2014 (the Act) governs the work of auditors appointed to councils and other local public bodies. The Act, and Accounts and Audit Regulations 2015 also cover the duties, responsibilities and rights of councils, other organisations and the public concerning the accounts being audited. These Acts entitle members of the public, for a limited period each year, access to the Council’s records so that they can audit them. For the purposes of this exercise, the Council’s records include contracts that the Council has with its suppliers. Tenderers should note that any contract awarded at the conclusion of this procurement may be disclosed to a member of the public during the audit period

8.2 The Council will take reasonable steps to ensure that data falling within the ambit of the DPA and any commercially confidential material that would, in the Council’s judgement, fall within an exemption provided under the Freedom of Information Act 2000, is not disclosed.

**9 Publication of Tender Documents & Contracts**

9.1 The Government has set out the need for greater transparency across public sector organisations to enable the public to hold public bodies and politicians to account. As part of this initiative the Government requires local authorities to publish on line all tender documents for new tendered contracts valued over £500 and the resulting contracts.

9.2 Tenderers for this contract should be aware that, if their tender is successful, the resulting contract may be disclosed to members if the public. In some circumstances, limited redactions will be made to comply with existing law.

**10** **QUALIFICATION**

10.1Tenders should not be qualified, conditional or accompanied by statements that might be construed as rendering the tender equivocal. Qualified, conditional Tenders will not be considered. The Council’s decision as to whether or not a Tender is in an acceptable form will be final.

10.2 Tenderers must obtain for themselves all information necessary for the preparation of their tender and satisfy themselves that the quality and standards specified by themselves or the Council are appropriate.

10.3 Information supplied to Tenderers by the Council is supplied only for general guidance in the preparation of the tender. Tenderers must satisfy themselves as to the accuracy of any such information and no responsibility is accepted (or warranty given) by the Council for any loss or damages of whatever kind and howsoever caused arising from the use by Tenderers of such information.

10.4 Tenders and supporting documents shall be in English and any contract subsequently entered into and its formation, interpretation and performance shall be subject to, and in accordance with, the law of England and subject to the exclusive jurisdiction of the English Courts.

**PART 2**

**THE TOWN COUNCIL’S SERVICE REQUIREMENTS**

**SECTION F – BUILD & DESIGN SPECIFICATION**

1. **Introduction**
   1. The Works are to be undertaken as a Two Stage Design and building contract.

* 1. The Tenderer will deliver a destination concrete BMX/skatepark.
  2. The footprint of the new BMX/Skateboard facility is 3000 square metres in area.
  3. The site is leased by the Town Council from Cornwall Council and is accessible to the public, should they so wish, through the day and night. The safety and security of equipment and machinery will be the responsibility of the Contractor until satisfactory completion of the contract.
  4. Contractors are invited to consider the requirements of this project brief and submit a design and a fully costed tender specification for the delivery of a BMX/Skate park facility.
  5. Designs received will be subject to technical evaluation and will be considered by a variety of stakeholders.
  6. Presentations to a panel, including, skaters and BMX users, will be held on the 19/10/2018
  7. Subject to planning approval, the preferred Contractor will be appointed on the understanding that feedback from the Planning process and stakeholder consultation will be incorporated within the design - subject to budget.
  8. The successful Contractor will initially enter into a Pre-Construction Agreement (PCA) for the stage one works. Following the successful completion of the PCA, the Contractor will enter into a JCT Minor Works contract for the stage two construction works. Both the PCA and Form of Contract can be found in Appendix D. The PCA is due to be awarded on the 31 of October 2018 and the JCT minor works in February 2019. The contract will run for a period of 4 months. It is envisaged that the contract will commence in 31/10/2018.
  9. The Contractor will be required to meet the obligations of the Construction (Design & Management) [CDM] 2015 Regulations and the principle designer will be the contractor, to manage the works in accordance with current regulations.

1.11 Overall, The Town Council are looking for an innovative design that makes high‐quality use of the space and budget available. Elements included will offer multiple uses. Ride‐able features will be accessible to beginners, facilitate progression, and offer interest to advanced riders.

1.12 Quality must be demonstrated in the appearance and richness of experience that the design offers.

1.13 A variety of complementary materials, colours and textures should be integrated into the design.

1. The Proposed Site

2.1 A location plan is included in Appendix A with the development area highlighted on the plan. The submitted design must be within the footprint specified in the drawing in Appendix A. The area shown is the maximum footprint, however if the Tenderer wishes to submit a design which has a smaller footprint then this is acceptable.

2.2 The proposed BMX/Skatepark area is flat. An access bridge will be required to enable access to the site from the Camel Trail. The design of this access bridge will require to be agreed with Cornwall Council as is stipulated in the lease agreement for the land with the Town Council. The functionality of the access bridge is to provide access and exit to the BMX/Skatepark from the Camel Trail and should not impact on the ditch which currently acts as a sump for any water topping the defence wall from the River Camel.

2.3 The location of the skate park is an area subject to flooding. The Tenderer must ensure that all required investigations and Agency interactions are made prior to submission of the Tender and that the tender submitted is done so with full consideration of the flood risk, the work required to ensure that land is suitable for development with appropriate costings reflecting these aspects.

**3 Consultation Findings**

3.1 Potential users were consulted over several years. This group included skaters, BMX users and scooter users. The consensus is that a well-designed street plaza style area is required.

3.2 The following features were considered to be the most important and should be included in the design where possible:

* Bowl
* Spine
* Small half pipe
* 5ft jump box
* Wall ride
* Different height grind rail and ledges
* Variety of quarters from 2-3ft to 6ft
* Pyramid
* Small stair sets
* Flat bank
* Small rollers/pump lumps

**4 Design**

4.1 The Council wishes to develop a BMX/Skatepark that meets the needs of a wide range of users whilst limiting any perceived negative impact on the wider site. Limiting noise emission and anti-social behaviour are key considerations and should clearly inform the choice of materials, specification and/or design used in construction. The Tenderer will be asked to comment on these details in their submission.

4.2 Proposed measures to minimise noise emission and minimise the opportunity for instances of anti-social behaviour to occur must be clearly demonstrated in the design and tender specification. These measures may include proposals relating to the orientation/layout of ramps, the general design concept, surface material or any other factor. Inclusion and reference to these factors will influence the evaluation of Quality Factors in Appendix C.

4.3 The facility should cater for users of skateboards, wheels (e.g. BMX & scooters) and blades. Consideration is to be given to meeting the needs of younger users and beginners as well as providing a challenging facility for more experienced users. Designs to include details on maximum user numbers of the facility.

4.4 Contractors are advised to visit the site to familiarise themselves with the identity and layout of the site to make best use of the existing site assets including trees, topography and access points.

4.5 Seating for spectators (Contractor to supply) and bins (Wadebridge Town Council to supply) will be required in sufficient numbers to cater for the anticipated numbers visiting the site. The exact quantities and locations should be clearly indicated on all designs and within tender submission documents (where applicable). Bins and seats should be designed so that they cannot be used as BMX/Skate facilities.

4.6 The ground water around and within the site must be intercepted and properly dealt with. Surface water must not pool or remain on the skatepark surface.

4.7 The BMX/Skate park should be designed as a destination park for families and spectators to appreciate, as well as riders. Provision must be made to avoid user conflicts within the space, such as including social/seating/viewing spaces, which can be enjoyed by non‐riders without obstructing the flow of the skate park.

4.8 Potential suppliers should also consider within their design:

* The skate park is to be constructed mainly using the sprayed concrete method;
* All aspects of the design must confirm to the British standard – Facilities for Users of Roller – Sports Equipment’ – Safety Requirements and Test Methods, ref: BSEN14974:2006 and satisfy the recommendations of RoSPA’s “Prevention of Skateboarding Accidents and Litigation Management”;

**5 Construction Guidelines**

5.1 Tenderers are expected to provide details of their design specification however the specification below is deemed to be a minimum requirement:

• 100mm minimum C35 reinforced concrete for skating surfaces;

• 150mm minimum C30 reinforced concrete for foundation bases;

• Sprayed concrete should be a minimum of C35 Shotcrete layer;

• Stone layers of MOT type 1 minimum depth of 150mm;

• Steel coping / grindable edge should be mild steel minimum of 3.5mm thick;

• Guard rails should be galvanised mild steel.

5.2 Tenderers are expected to provide details of their design specification however the proposed construction/equipment must conform to the current standards (BS EN 14974 and EN 1176) and be certified as compliant with this standard. A Post Installation Inspection must take place upon completion.

5.3 Any equipment shall be installed as per the manufacturer’s instructions and adhere to RoSPA recommendations.

5.4 Contractors shall clearly identify the construction material for each element and provide a guarantee of the life expectancy of the facility, which should accompany the designs.

5.5 Consideration must be given to allowing access points those wishing to walk around and space for those who wish to sit around the edge of the skatepark.

5.6 Soft landscaping must be included to improve the aesthetics of the skatepark.

5.7 Any new paths shall be constructed using DTp Type 1 granular sub base to a minimum compacted depth of 100mm with falls and levels. Base course compacted 50mm dense base course bitmac thickness comprising of 20mm aggregate and 20mm of 6mm hardstone bitmac wearing course. Works must comply with BS 4987. 915 x 150 x 50mm pcc square top edging kerbs to straight lines and curves laid on 100mm C7.5 concrete at free edges. All kerbs to comply with BS 7263.

5.8 Following completion, all grass areas damaged are to be reinstated using topsoil and good quality cultivated turf. All levels of surrounding land must be flush with levels of edging kerbs and/or surface. All hard surfaces must be washed clean and ready for use.

5.9 In the interests of safety there is a requirement to light the skate park for use in the evening however it must be limited to solar power, wind power or another form of renewable power source. There will be agreed times when the skatepark will not be available for use and a timer facility to turn off the lighting must be a feature.

5.10 All elements of the submitted design are subject to planning approval and also approval by Wadebridge Town Council.

5.11 Skate park cement must be coloured (applied as part of the concrete mix) and must be natural colours for example buff.

5.12 Skate park design incorporating features constructed below ground will be permitted but must consider any buried services or features.

5.13 The maximum height above the existing ground level for any feature included in the skate park design is 2.5 metres.

5.14 The design should incorporate a covered area offering a degree of shelter from sun, wind and rain. The shelter should be open sided and designed and positioned in such a way as to deter large gatherings and limit anti social behaviour.

**6 Budget**

6.1 The proposed project budget is £200,000, which should include all professional fees, construction costs and contingencies.

* 1. Tender prices must include for an independent post installation inspection by an RPII certified inspector and the report to be issued to the Council as part of the practical completion process.
  2. Tender prices must remain valid for 12 months. Please advise if this is not possible.
  3. Interim payments may be paid following agreement between the Council and the Contractor.
  4. The Final payment may be withheld until all identified defects are remedied by the Contractor.
  5. A 5% retention will be held for a defects rectification period of 12 months following the completion of works on site.

**SECTION G - SITE WORK SPECIFICATION**

**PART 1 GENERAL**

* 1. ENTRY ONTO THE SITE
* The Council has right of access to the Site.
* The Contractor shall keep all public highways and footways affected by the works clear of construction debris.
* The Contractor shall provide and use high-pressure wheel-cleaning equipment to prevent material being deposited onto the public highway at all exit and entry points from the Site.
* The condition of all roads and footpaths, either public or privately owned, which are to be used as accesses to the Site shall be inspected and recorded by the Contractor and agreed with the Council before the construction commences. The Contractor shall repair all such roads and footpaths upon Completion to a condition at least as good as before the work commenced.
* The Contractor shall satisfy himself of the adequacy of the Site access for his intended method of construction and equipment, and, where deemed necessary, provide any additional protection or temporary measures.
* Any vehicular access must be undertaken using a banksman as access points are used by or are near to pedestrian footpaths.
* Access to the Site shall be managed by the Contractor to avoid undue disturbance to the properties in the vicinity of the Site. The Contractor shall confine his access on the Site to the areas where works are required and on routes agreed with the Council.
* Footpaths adjacent to the Site shall remain open for the duration of the Works.
* Sufficient Site signage must be provided to ensure safe operation of the Site. The location and form of signage shall be agreed with the Council.
* All construction plant shall be cleaned before entering the Site.

1.2 SURVEY OF HIGHWAYS, PROPERTIES, LANDS AND CROPS

* Before commencing, and during the progress of the work, colour photographs shall be taken by the Council accompanied by the Contractor's Agent of the Site, Works and access roads. Electronic copies shall be retained by the Council.

1.3 LEVELS, REFERENCE POINTS AND SETTING OUT

* All levels shall be based on Ordnance Datum Newlyn.
* All levels for the BMX/Skatepark to be established and set out on Site by the Contractor and agreed with the Council

1.4 SITE FENCING AND GATES

* Where existing fencing has to be removed to gain access to the Site the Contractor shall reinstate them before Completion. The Contractor shall erect and maintain temporary fencing and gates until reinstatement is completed.
* Where existing gates or fencing has to be removed the Contractor shall reinstate them before Completion. The Contractor shall erect and maintain temporary fencing/gates until reinstatement is completed.

1.5 INTERFERENCE WITH LAND INTERESTS

* No person shall reside on the Site.
* No fires shall be allowed on the Site.
  1. PROTECTION AGAINST DAMAGE

***Structures***

* The Contractor shall ensure that no damage is caused to any existing structure as a result of the Works. The Contractor shall undertake, in the presence of the Council’s staff, a photographic survey of the Site prior to commencement of the Works. A record of the survey shall be issued to the Council prior to the mobilisation of the Contractor’s plant onto the Site.
* If damage is caused the Contractor shall, at his own expense, reinstate the structure to its original condition as indicated by the photographic survey.

***Footways and Landscaped Areas***

* The Contractor shall ensure that no damage is caused to any existing footways/paths and landscaped/grassed areas including existing trees as a result of the Works. The Contractor shall undertake, in the presence of the Council’s staff, a photographic survey of the Site prior to commencement of the Works. A record of the survey shall be issued to the Council prior to the mobilisation of the Contractor’s plant onto the Site. Where damage has occurred and is identified as being caused as a result of the Works being undertaken by the Contractor, the Contractor will be liable at his own expense for the:
* Temporary measures required to prevent further deterioration to the area and surrounding area of damaged pavement or landscaped/grassed area.
* Protective measures required to prevent deterioration to areas of pavement or landscaped areas identified to potentially fail due to the activities of the Contractor.
* If damage is caused the Contractor shall, at his own expense, reinstate the highways pavement (inc.footways), landscaped/grassed area to its original condition as indicated by the photographic survey and agreed with the Council.

1.7 WORKS AFFECTING WATERCOURSES

***Control of Pollution***

* Consent to discharge water under the provisions for Control of Pollution in the Water Resources Act 1991 shall be obtained by the Contractor.
* The Contractor may be subject to prosecution should pollution enter any watercourse.

***Water Resources***

* Consent to abstract water under the Water Resources Act 1991 shall be obtained by the Contractor if required.
* Any abstraction by the Contractor shall not reduce the ability of existing abstractors to exercise their rights.

1.8 APPARATUS OF STATUTORY UNDERTAKERS, HIGHWAY AUTHORITIES & OTHERS

* Public Utilities information is to be provided by the Council. The Contractor shall be responsible for liaising with the Council and any services providers or owners of underground apparatus as to the location of any buried services or apparatus.
* The Contractor is responsible for ensuring buried services are not damaged or disrupted.

1.9 ENVIRONMENT AND SUSTAINABILITY

* The Contractor shall ensure that spillage or leakage of fuel and lubricants and the washing of construction is prevented within the Site. In the event of accidental spillage the Contractor shall immediately undertake all Works necessary to contain the spillage and minimise the area of contamination at his own expense. All polluted or contaminated materials shall be disposed of off Site in approved tips at the Contractor's own expense. The Contractor shall maintain adequate stocks of oil absorbent material.
* Any pollution incident shall be immediately reported by the Contractor to the Environment Agency. Contact telephone number: 0800 80 70 60 (24 hours). The Contractor’s workforce and any Sub-contractors should be made aware of the emergency telephone number.
* Prior to construction (and not at the tender stage) the Contractor shall demonstrate in a written Method Statement his proposals to minimise environmental impact and satisfy the following requirements:
* Avoidance of pollution of any waters, (surface or underground);
* Avoidance of pollution of any land;
* Preservation of flora and fauna;
* Avoidance of nuisance of sounds, vibrations and dust

1.10 STATEMENTS OF ACCOUNT

* Interim and Final Statements of Account submitted by the Contractor shall be headed by the Summary of Monthly Statement which will be provided to the Council.

1.11 WORKING HOURS

* The Contractor shall not carry out work on the Site outside the hours of 8am and 5pm Monday to Friday. No works are to be carried out on Saturday and Sunday without the Council’s written consent.

1.12 SAFETY

* The Contractors responsibilities in relation to Health and Safety includes, but is not limited to the items listed in this section.
* The Contractor shall take full responsibility for the safety of the Site, Site operations and methods of construction/working and provide method statements and risk assessments prior to any site operations taking place.
* The Contractor shall ensure that all employees comply with current Health and Safety Legislation and Codes of Practices including, but not limited to; the Health and Safety at Work Act 1974, the Control of Substances Hazardous to Health Regulations 2002 and the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995.
* The Contractor must ensure that their duties under the Construction (Design and Management) Regulations 2007 (CDM) are met.
* The Contractor shall include for the provision of temporary Site safety fencing and warning posts and markers for overhead and underground power cables and other services.
* The Contractor shall ensure that all relevant and necessary personal protective equipment shall be worn at all times.
* The Contractor shall take full responsibility for traffic safety and pedestrian management during the works and must provide adequate barriers and temporary signing to ensure carriageway and footway users are clearly directed and may negotiate the works in safety.
* The Contractor shall be responsible for ensuring that the stability of any river banks are not compromised by the weight and positioning of plant and materials.

1.13 NOISE AND VIBRATION

* During construction, the best practical means of reducing noise to a minimum as defined in the Control of Pollution Act 1974 and the Health and Safety at Work, Act 1974 shall be employed at all times. The Contractor shall observe the recommendations set out in BS 5228-1:2009.
* The Contractor shall furnish such information as may be requested by the Council in relation to noise levels emitted by constructional plant.
* The Contractor shall arrange the Works so as to minimise noise pollution to properties in the vicinity of the Site.

1.14 DUST

* The Contractor shall take all reasonable measures to control dust, such as the regular damping down of earth Works, haul roads and access tracks with water from an approved source if necessary.

1.15 SITE COMPOUND

* The Contractor shall establish and maintain a Site compound for welfare facilities and storage of materials close to the Site area as agreed with the Council. Toilet facilities are to be provided within 500m of all construction operations, and urinating in the open will not be permitted.

1.16 ECOLOGICAL SURVEYS AND PROTECTIVE MEASURES

* If ecological surveys are found to be necessary the Contractor shall work with the Council and Council to ensure access for survey teams.
* The Contractor shall install protective measures such as drip trays for generators and fuel storage to ensure the watercourses are not contaminated by spillage or construction activities.

1.17 PLANNING PERMISSION

* Full Planning permission for the Wadebridge BMX/Skatepark is required. All planning issues including the submission of a planning application are the responsibility of the Contractor/Designer.

1.18 ARCHAEOLOGY

* The Contractor shall halt the Works and inform the Council should any unexpected items be uncovered on the Site by the Contractor. If the Council deems it necessary to request an Archaeologist to visit the Site before the Works can re-commence then the Contractor should cooperate with the Archaeologist and allow access to the Site for them to carry out their activities.

**PART 2 - EXCAVATION, BACKFILLING & RESTORATION**

2.1 EXCAVATION

* Where excavated materials are intended for reuse in the Works, but not immediately required, they shall be stored in temporary stockpiles in locations approved by the Council and in accordance with any requirements of the authority granting the planning permission.
* No temporary or permanent stockpiling shall be allowed adjacent to existing trees or underground services.
* No temporary stockpiling shall be above 2.0m in height.
* The Contractor shall excavate and place ‘selected for reuse’ and ‘non-selected’ materials separately.
* The Contractor shall have all excavated material categorised as either ‘acceptable ‘or ‘unacceptable’ prior to disposal, or certificates of disposal shall be presented to the Council for Approval.

2.2 TOPSOIL FOR RE‑USE

* No topsoil shall be imported onto the Site, topsoil excavated as part of the Works shall be re-used unless instructed by the Council.
  1. TREES
* The Contractor shall ensure that no trees or hedgerows are damaged or removed without the express permission of the Council. Any trees or hedgerows that are removed without the express permission of the Council will need to be replaced with similar at the Contractor’s cost.
* The Contractor will ensure that there will be no excavation near or with the tree root system. Any excavation which is required near the tree root system must only be with the Councils consent. The Contractor must erect a root protection fence which the Contractor will not cross with heavy plant or machinery.
* Where the Contractor has the consent from the Council to cross over an area containing tree roots then a trackway system must be laid over the area to provide adequate protection from vehicular loadings.
* The Contractor shall observe the recommendations set out in the British Standards at all times (BS5837, Trees in relation to design, demolition and construction).

2.4 FILLING ABOVE GROUND

* The Contractor shall employ only construction equipment and working methods, which are suited to the materials to be handled and shall be responsible for maintaining the nature of materials during the construction works.
* The Contractor shall ensure that he does not adversely affect the stability of excavations or fill by his methods of stockpiling materials, use of equipment or method of construction.
* No topsoil or fill materials shall be removed from the Site without the permission of the Council. Should the Contractor be permitted to remove acceptable material from the Site to suit his operational procedure, then he shall make good any consequent deficit of material arising therefrom.
* If for any reason the surface of earth fill material becomes smooth or dry, such that, in the opinion of the Council, it cannot be properly bonded with the succeeding layer, then the Contractor shall water the surface and, if necessary scarify, before recommencing filling operations.

**PART 3 – LANDSCAPING & SKATE PARK STRUCTURE**

3.1 GRASS MOUNDS

* The creation of grass mounds must allow a suitable time of at least 6 weeks for establishment and involve a bi-weekly watering and be Heras fenced-off from intrusion. Site security must be provided if requested by the Council to guarantee sufficient sward knit. The minimum depth of soil for any grass mounds shall be 300mm.

3.2 GATES

* Gates installed within fencing perimeters must be reliable, virtually maintenance free and vandal resistant.

3.3 SURFACING

* Grass matting surfacing must be fire retardant rubber.
* Rubber bound mulch must show a proven retention of colour.

3.4 SUSTAINABILITY OF MATERIALS

* All timber and wood-derived products for supply or use in the performance of this contract must be independently verifiable as from a legal and sustainable source. The Council will require evidence throughout the Contract about the source of the timber or timber products used.

3.5 HARD AND SOFT LANDSCAPING

* The Contractor will provide a soft landscape scheme for the skate park for approval prior to commencement of the scheme. Details will include finished levels or contours; hard surfacing materials; other equipment such as bins, seats, signs; lighting, proposed and existing functional services above and below ground and planting (soft) details.
* Soft Landscape details shall include planting plans; written specifications (including cultivation and other operations associated with plant and grass establishment); schedules of plants, noting species, plant sizes and proposed numbers/densities where appropriate and an implementation programme.
* The soft and hard landscape will also by the subject of a at least 12 month defects period. During this period the Contractor will maintain the planting and replace any planting that has failed at the end of the period at their own expense. All landscape works will be in accordance with relevant British Standards and the National Plant Specification.

3.6 POST-INSTALLATION INSPECTION

* The Management of Health and Safety at Work Regulations 1999 recommends that owners and managers of premises should undertake a risk assessment of their facilities - this includes the skate park and other features included in the design.
* The Designer/Contractor must undertake a RoSPA (or Equivalent) Risk Assessment of the completed design/construction. This inspection and assessment must be carried out by the Contractor or representative with both RoSPA (or Equivalent) and the Town Council. Risk Assessment to be undertaken within 7 days of completing the project and at the end of the defects correction period.

3.7 DEFECTS CORRECTION PERIOD

All equipment, structures and associated groundworks will have a minimum defects correction period of 12 months. During this period, the Contractor will maintain any part of the works which has failed or is defective at their own expense.

**SECTION H - CONTRACT DOCUMENTS**

1. Any queries about any terms should be raised and clarified prior to tender submission in accordance with section E above. Proposing amendments to the Contract documents in the Tender will be treated as qualifications of the tender, which will be likely to lead to the Tender being rejected. The Council will not enter into any negotiations whatsoever regarding the conditions of contract after Tenders have been submitted.

2. Tenderers will have either received this document electronically or had an electronic copy via postal means to enable a Tender to be submitted*.* Tenderers are required to supply one hard copy of their Tender and an electronic copy of the completed Tender Document on USB memory stick (certified virus free) in a format compatible with Microsoft Word 2016 and Excel

3. Tenderers should cross reference any other documents submitted with the Tender to the applicable section in this Tender Document so that it is easy for the evaluation team to identify the Tenderer’s full response to each requirement.

**PART 3**

**THE TENDER DOCUMENT**

**SECTION I - FORM OF TENDER & PRICING SCHEDULE**

**UNCONDITIONAL AND IRREVOCABLE OFFER TO WADEBRIDGE TOWN COUNCIL**

Re: Invitation to Tender for the Design & Build of a Concrete BMX/Skatepark in Wadebridge.

To: The Town Clerk

Wadebridge Town Council

Town Hall

The Platt

Wadebridge

PL27 7AQ

Having read carefully the Invitation to Tender and in consideration of you considering this Tender:

We offer to carry out the Works specified and to complete the contract in accordance with the Contract Documents and our Tender for the sum of:

**Design and Build Stage 1: Professional Fees for design £** …………………………..

enter amount in words also………………………………................................................)

**Timescale of Stage 1: …………………………………………………………………days**

**Design and Build Stage 2: Construction £** …………………………………………….

(enter amount in words also…………………………......................................................)

**Timescale for Stage 2: ………………..days**

The staff rates associated with the commission (including reasonable disbursements but excluding VAT) are;

|  |  |  |
| --- | --- | --- |
| **Staff Designation** | | **Daily Rate £/day** |
| Company | Member of Staff |  |
|  |  |  |
|  |  |  |
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|  |  |  |
|  |  |  |
|  |  |  |

We confirm that if our Tender is accepted we will, upon demand:

* Produce evidence that all relevant insurances and compliance certificates with relevant legislation and policy are held and in force.
* Sign formal contract documentation

We agree that this Tender shall constitute an irrecoverable, unconditional offer which may not be withdrawn for a period of **40** days from this date.

We confirm that this Tender price is guaranteed for 12 months.

We understand that the Council is not bound to accept any Tender it receives.

### Company\*

|  |  |
| --- | --- |
| (1) Signature    ..................................................  Name  .................................................. *(Director)* | (2) Signature  .................................................  Name  ................................................. *(Director/Company Secretary)\** |
|  |  |

For and on behalf of: .....................................................................

*(print Company’s full name and registered number)*

Registered Address: ......................................................................

DATE: ......................................................................

**SECTION J - TENDERING CERTIFICATE**

To: WADEBRIDGE TOWN COUNCIL (‘the Council’)

I/We certify that this tender (“Tender”) is a bona fide tender, intended to be competitive and that I/We have not (either personally or by anyone acting on my/our behalf):

1. Fixed the amount of the Tender (or the rate and prices quoted) by agreement with any person.
2. Communicated to anyone other than the Council the amount or approximate amount or terms of my/our proposed Tender (other than in confidence in order to obtain quotations, professional advice or insurance necessary for the preparation of the Tender).
3. Entered into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount or terms of any tender to be submitted by him.
4. Canvassed or solicited any member, officer or other employee of the Council in connection with the award of this or any other Council contract or tender.
5. Offered, given or agreed to give any inducement or reward in respect of this or any other Council contract or tender.

SIGNED\* (1) ....................................................................

Status ....................................................................

SIGNED\* (2) ....................................................................

Status ....................................................................

for and on behalf of ....................................................................

Date: ....................................................................

\*Note: to be signed by the same signatories as the Form of Tender

**SECTION K - BUSINESS QUESTIONNAIRE**

Your completed Business Questionnaire (and accompanying documentation) will be shared only with those involved in the procurement exercise.

**Potential Tenderer Information and Exclusion Grounds: Part 1 and Part 2.**

This Business Questionnaire is a self-declaration, made by you (the potential Tenderer), that you do not meet any of the grounds for exclusion[[1]](#footnote-1). If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

**Tenderer Selection Questions: Part 3**

If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

If the relevant documentary evidence referred to in the Business Questionnaire is not provided upon request and without delay we reserve the right to amend the contract award decision and award to the next compliant bidder.

**Consequences of misrepresentation**

If you seriously misrepresent any factual information in filling in the Business Questionnaire, and so induce the Council to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

**Design and Build of a Concrete BMX/ Skate Park in Wadebridge**

**Notes for completion**

1. The “Council” means the Wadebridge Town Council, or anyone acting on behalf of the Wadebridge Town Council, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / “Your” refers to the potential Tenderer completing this standard Business Questionnaire i.e. the legal entity responsible for the information provided. The term “potential Tenderer” 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 Council recognises that arrangements set out in section 1.2 of the standard Business Questionnaire, 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 Council immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The Council will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.
6. *All sub-contractors are required to complete Part 1 and Part 2.*
7. 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 Council 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 Council or body where the Council is under a legal or regulatory obligation to make such a disclosure.

**Part 1: Potential Tenderer 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 Tenderer information** | |
| Question number | Question | Response |
| 1.1(a) | Full name of the potential Tenderer submitting the information |  |
| 1.1(b) – (i) | Registered office address (if applicable) |  |
| 1.1(b) – (ii) | Registered website address (if applicable) |  |
| 1.1(c) | Trading status   1. public limited company 2. limited company 3. limited liability partnership 4. other partnership 5. sole trader 6. third sector 7. other (please specify your trading status) |  |
| 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? | Yes ☐  No ☐  N/A ☐ |
| 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? | Yes ☐  No ☐ |
| 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) | Relevant classifications (state whether you fall within one of these, and if so which one)   1. Voluntary Community Social Enterprise (VCSE) 2. Sheltered Workshop 3. Public service mutual |  |
| 1.1(m) | Are you a Small, Medium or Micro Enterprise (SME)[[2]](#footnote-2)? | Yes ☐  No ☐ |
| 1.1(n) | Details of Persons of Significant Control (PSC), where appropriate: [[3]](#footnote-3)  - Name;  - Date of birth;  - Nationality;  - Country, state or part of the UK where the PSC usually lives;  - Service address;  - The date he or she became a PSC in relation to the company (for existing companies the 6 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.  (Please enter N/A if not applicable) |  |
| 1.1(o) | Details of immediate parent company:    - Full name of the immediate parent company  - Registered office address (if applicable)  - Registration number (if applicable)  - Head office DUNS number (if applicable)  - Head office VAT number (if applicable)  (Please enter N/A if not applicable) |  |
| 1.1(p) | Details of ultimate parent company:  - 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 enter N/A if not applicable) |  |

Please note: A criminal record check for relevant convictions may be undertaken for the preferred Tenderers and the persons of significant in control of them.

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

|  |  |  |
| --- | --- | --- |
| **Section 1** | **Bidding model** | |
| Question number | Question | Response |
| 1.2(a) - (i) | Are you bidding as the lead contact for a group of economic operators? | Yes ☐  No ☐  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.  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 2 and 3. |
| 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 the selection process to assess my organisation’s suitability to be invited to participate further in this procurement.

I understand that the Council 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: Exclusion Grounds**

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 2** | **Grounds for mandatory exclusion** | |
| Question number | Question | Response |
| 2.1(a) | **Regulations 57(1) and (2)**  The detailed grounds for mandatory exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf). | |
|  | Participation in a criminal organisation. | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Corruption. | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Fraud. | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Terrorist offences or offences linked to terrorist activities | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Money laundering or terrorist financing | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Child labour and other forms of trafficking in human beings | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
| 2.1(b) | If you have answered yes to question 2.1(a), please provide further details.  Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,  Identity of who has been convicted  If the relevant documentation is available electronically please provide the web address, issuing Council, precise reference of the documents. |  |
| 2.2 | If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning) | Yes ☐  No ☐ |
| 2.3(a) | **Regulation 57(3)**  Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions? | Yes ☐  No ☐ |
| 2.3(b) | If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines. |  |

Please Note: The Council reserves the right to use its discretion to exclude a potential Tenderer where it can demonstrate by any appropriate means that the potential Tenderer is in breach of its obligations relating to the non-payment of taxes or social security contributions.

|  |  |  |
| --- | --- | --- |
| **Section 3** | **Grounds for discretionary exclusion** | |
|  | Question | Response |
| 3.1 | **Regulation 57 (8)**  The detailed grounds for discretionary exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation. | |
| 3.1(a) | Breach of environmental obligations? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1 (b) | Breach of social obligations? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1 (c) | Breach of labour law obligations? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(d) | Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation’s assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(e) | Guilty of grave professional misconduct? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(f) | Entered into agreements with other economic operators aimed at distorting competition? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(g) | Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(h) | Been involved in the preparation of the procurement procedure? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(i) | Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(j)  3.1(j) - (i)  3.1(j) - (ii)  3.1(j) –(iii)  3.1(j)-(iv) | Please answer the following statements  The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.  The organisation has withheld such information.  The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.  The organisation has influenced the decision-making process of the contracting Council to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. | Yes ☐  No ☐  If Yes please provide details at 3.2  Yes ☐  No ☐  If Yes please provide details at 3.2  Yes ☐  No ☐  If Yes please provide details at 3.2  Yes ☐  No ☐  If Yes please provide details at 3.2 |

|  |  |  |
| --- | --- | --- |
| 3.2 | If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning) |  |

**Conflicts of interest**

In accordance with question 3.1 (g), the Council may exclude the Tenderer if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Tenderer to inform the Council, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the Council should not represent a conflict of interest for the Tenderer.

**Taking Account of Bidders’ Past Performance**

In accordance with question (i), the Council may assess the past performance of a Tenderer (through a Certificate of Performance provided by a Customer or other means of evidence). The Council may take into account any failure to discharge obligations under the previous principal relevant contracts of the Tenderer completing this questionnaire. The Council may also assess whether specified minimum standards for reliability for such contracts are met.

In addition, the Council may re-assess reliability based on past performance at key stages in the procurement process (i.e. Tenderer selection, tender evaluation, contract award stage etc.). Tenderers may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

**‘Self-cleaning’**

Any Tenderer that answers ‘Yes’ to questions 2.1, 2.2 and 3.1 should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively “self cleans” the situation referred to in that question. The Tenderer has to demonstrate it has taken such remedial action, to the satisfaction of the Council in each case.

If such evidence is considered by the Council (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process.

In order for the evidence referred to above to be sufficient, the Tenderer shall, as a minimum, prove that it has;

* paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
* clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
* taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the Tenderer shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the Council to be insufficient, the Tenderer shall be given a statement of the reasons for that decision.

**Part 3: Selection Questions**

|  |  |  |  |
| --- | --- | --- | --- |
| **Section 4** | **Economic and Financial Standing** | | |
|  | Question | Response | |
| **4.1** | Are you able to provide a cpy of your audited accounts for the last two years, if requested?  If no, can you provide **one** of the following: answer with Y/N in the relevant box. | | Yes ☐  No ☐ |
| (a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation. | | Yes ☐  No ☐ |
| (b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position. | | Yes ☐  No ☐ |
|  | (c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status). | | Yes ☐  No ☐ |
| **4.2** | Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering ‘Yes’ or ‘No’ that you meet the requirements set out. | | Yes ☐  No ☐ |

|  |  |  |
| --- | --- | --- |
| **Section 5** | **If you have indicated in the Business Questionnaire question 1.2 that you are part of a wider group, please provide further details below:** | |
| **Name of organisation** | |  |
| **Relationship to the Tenderer completing these questions** | |  |

|  |  |  |
| --- | --- | --- |
| **5.1** | Are you able to provide parent company accounts if requested to at a later stage? | Yes ☐  No ☐ |
| **5.2** | If yes, would the parent company be willing to provide a guarantee if necessary? | Yes ☐  No ☐ |
| **5.3** | If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)? | Yes ☐  No ☐ |

|  |  |  |
| --- | --- | --- |
| **Section 6** | **Modern Slavery Act 2015:** **Requirements under Modern Slavery Act 2015** | |
| **6.1** | Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")? | Yes ☐  N/A ☐ |
| **6.2** | If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015? | Yes ☐  Please provide the relevant url …  No ☐  Please provide an explanation |

|  |  |
| --- | --- |
| **Section 7** | **Additional Questions** |

Tenderers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

**A - Insurance**

|  |  |  |
| --- | --- | --- |
| 1. | 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:  Employer’s (Compulsory) Liability Insurance = £10,000,000 Public Liability Insurance = £10,000,000  Professional Indemnity Insurance-= £500,000  \* 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. | ▢ Yes  ▢ No |

Tenderers answering “No” will fail this requirement. Tenderers answering “Yes” will pass this requirement.

## B - Environmental Management

|  |  |  |  |
| --- | --- | --- | --- |
| 1. | 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)?  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.  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. | ▢ Yes  ▢ No | |
| 2. | If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation? | ▢ Yes  ▢ No |  |

B 1. Tenderers will fail this requirement if they answer “Yes” and the authority is not satisfied that appropriate remedial action has been taken to prevent future occurrences/ breaches. Tenderers will pass this requirement if they answer “No”, or answer “Yes” and the authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/ breaches.

B 2.Tenderers will fail this requirement if they answer “No”. Tenderers will pass this requirement if they answer “Yes”.

## C - Health and Safety

|  |  |  |
| --- | --- | --- |
| 1. | Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements. | ▢ Yes  ▢ No |
| 2. | 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?  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.    The council 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. | ▢ Yes  ▢ No |
| 3. | If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations? | ▢ Yes  ▢ No |

C 1. Tenderers will fail this requirement if they answer “No” and the authority is not satisfied that appropriate remedial action has been taken to prevent future occurrences/ breaches. Tenderers will pass this requirement if they answer “Yes”.

C 2. Tenderers will fail this requirement if they answer “Yes” and the authority is not satisfied that appropriate remedial action has been taken to prevent future occurrences/ breaches. Tenderers will pass this requirement if they answer “No”, or answer “Yes” and the authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/ breaches.

C 3. Tenderers will fail this requirement if they answer “No”. Tenderers will pass this requirement if they answer “Yes”.

|  |  |  |
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| **Section 8** | **Technical and Professional Ability** | |
| 1 | The Tenderer Company must have experience of building and delivering skate/BMX parks on- time and in accordance with applicable standards.  Please provide an overview of the relevant deliveries effected over the past 3 years, with the sums, dates and recipients, involved.  If you cannot provide at least one example of previous experience, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up.  Please provide a named customer contact in relation to at least three customers who should be prepared to provide written evidence to the authority to confirm the accuracy of the information provided below.  Where the Tenderer is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies, the information requested should be provided in respect of the principal intended provider(s) or sub-contractor(s) who will deliver the supplies.  Question Weighting: 35% | Scored. |
|  | Scoring:  0 The Tenderer has failed to demonstrate that it has any relevant experience within the last three years and has failed to provide an explanation as to why no example is provided to the satisfaction of the authority.     1. The Tenderer has some relevant experience but none within the last 18 months but has provided an explanation why no example is provided to the satisfaction of the authority.   2. The Tenderer has some relevant experience including some within the last 18 months or extensive experience but not within the last 18 months.  3. The Tenderer has extensive experience which includes some experience within the last 18 months.  4. The Tenderer has extensive experience including extensive experience within the last 18 months. | |
|  | Response. | |

|  |  |  |
| --- | --- | --- |
| 2. | The Tenderer must have sufficient plant and equipment available to be able to undertake the Works efficiently and in accordance with the Specification. Please set out the plant and equipment resources available to you stating those available on site and those which are contracted in.  Question Weighting: 10% | Scored. |
|  | Scoring:  0 The Tenderer has failed to demonstrate that it has access to any of the tools, plant or equipment necessary to enable it to undertake the Works to the requisite standard.  1 The Tenderer has access to some required tooling, plant or equipment however it is missing significant pieces of plant or equipment to ensure it is able to complete the required work to the requisite standard.  2 The Tenderer has access to most of the relevant equipment necessary to undertake the Works to the requisite standard however is missing some crucial pieces of equipment, plant or tools.  3 The Tenderer has access to the majority of the equipment, tooling or plant necessary to undertake the Works to the requisite standard and has a suitable contingency in place which should enable it to perform the contract without the relevant equipment or it is only missing equipment which will have a negligible impact on its ability to undertake the Works in accordance with the requisite standard.  4 The Tenderer has demonstrated that it has all of the necessary tools, plant and equipment required to perform the contract fully. | |
|  | Response. | |
| 3. | The Tenderer must be adequately resourced in relation to personnel and ensure that it is able to effectively allocate it to fulfil the orders that it has. Personnel, whether employees or contractors, must be adequately supervised and trained.  Please identify how you ensure that you can allocate sufficient personnel to ensure that you can supply of the works on time and to the requisite standard. Please provide 3 CV’s of key persons, including the proposed site manager and design manager demonstrating experience on the projects highlighted in section 8 question 1.  Question Weighting: 35% | Scored. |
|  | Scoring:  0 The Tenderer has failed to demonstrate that it can ensure that it has any sufficiently supervised and qualified personnel available to it.  1 Although the Tenderer is able to demonstrate that it has some adequately supervised and qualified personnel it is missing key expertise or capacity necessary to supply the vessel to the requisite standard or on time.  2 Although the Tenderer is able to demonstrate that it has some adequately supervised and qualified personnel the Tenderer has not shown that it is able to exercise a sufficient degree of supervision or control over a substantial proportion of its workforce to enable it to supply the vessel to the requisite standard or on time.  3 The Tenderer has demonstrated that it will have sufficiently supervised and qualified staff to enable it to construct the vessel using appropriately skilled and supervised personnel apart from in exceptional cases.  4 The Tenderer has demonstrated that it is able to access sufficiently skilled and supervised personnel to ensure that the vessel is constructed to the requisite standard in all cases. | |
|  | Response. | |
| 4 | Please provide an overall project delivery programme (Gantt chart). This is to be provided in 1 A3 form and will highlight both stage 1 and 2 of the Two stage design and build process.  Question Weighting: 20% | |
|  | Scoring:  0 The Tenderer has failed to demonstrate that it can ensure that it can undertake the works in an efficient time and has not provided any logic to the programme.  1 Although the Tenderer is able to partially demonstrate that it will be able to undertake the works in an efficient way it is missing key Milestones and tasks necessary to complete the works  2 Although the Tenderer is able to partially demonstrate that it will be able to undertake the works in an efficient way, the Tenderer has not shown that it is able to exercise a full understanding of key milestones and gateways required for the project.  3 The Tenderer has demonstrated that it will have sufficiently programmed works to enable an efficient undertaking of works required in the project apart from in exceptional cases.  4 The Tenderer has demonstrated that it will have sufficiently programmed works to enable an efficient undertaking of works required in the project apart from in all cases. | |
|  | Response. | |

**SECTION L - METHOD STATEMENTS & SUPPORTING INFORMATION and pricing**

Please provide, in the form of a report, responses to the method statement questions below, to explain how you propose to deliver the requirements of the design and build specification.

Supporting information (not in the form of a question) may also be required in some areas.

Tenderers are reminded that evaluation of their method statements will account for 70% of the total tender score.

|  |  |  |
| --- | --- | --- |
| **QUESTION NO.** | **METHOD STATEMENT QUESTION** | **WEIGHT** |
| **DESIGN 73% of the total 70% available** | | |
| **Question 1** | The skate/BMX park must demonstrate the below attributes (**A-F**). Please provide 2 pages of A3 pages of concept designs and 1 A4 sheet to demonstrate achievement on the attributes below. | |
| **A) IDENTITY-MAKING AND LOCATION:** bespoke and unique with a sense of adventure, intrigue and sensitive/Suitable for its environment and neighbourhood. | ***8% of the total 70% score available*** |
| **B) CREATIVITY AND AESTHETICS**: Imaginative and engaging in concept, layout and materials within an overall simplicity and how your chosen renewable lighting system is incorporated into the design. **(8** | ***8% of the total 70% score available*** |
| **C)** **The Skate/BMX Park must combine and facilitate elements of both bowl parks and street plazas in order that a skater can pump around curved walls such as quarter pipes, pump bumps and bowl corners without taking their feet off to push or pedal, so that their speed hits obstacles such as stairs, railings and bench with edges that grind.** | ***16%*** ***of the total 70% score available*** |
| **D) The Skate/BMX park must accommodate appropriate spaces and lines of passage through a skilful blend of elements allowing varying and different routes through the park without overcrowding.**  **Explain how your design will accommodate this. (NB: Flow lines must be shown on the drawing).** | ***8%*** ***of the total 70% score available*** |
| **E)** **The Skate/BMX park must cater for a ‘range’ of wheeled sports users.**  **Explain how your design will achieve this**. | ***8%*** ***of the total 70% score available*** |
| **F) The Skate/BMX Park must comply with safety guidelines.**  **Explain how your design will achieve this.** | ***25%*** ***of the total 70% score available*** |
| **Scoring;**  Scoring will be awarded for this question as follows:   * 0 marks: The Tenderer has not demonstrated that it is capable of meeting the Council’s requirement. * 2 marks: The Tenderer has shown that it can substantially meet the requirements of the Council but with variations or omissions that would affect the performance of the skate/BMX park to a significant degree. * 3 marks. The Tenderer is able to substantially meet the requirements of the Council but with variations or omissions that would affect the performance of the skate/BMX park to a small degree. * 4 marks. The Tenderer is able to meet the requirements of the Council to a substantial degree with only some minor variations or omissions that will not affect the suitability of the skate/BMX park to perform as the Council desires. * 5 marks: The Tenderer has demonstrated that the full requirements of the Council will be met. | | |
| **CONSTRUCTION 27% of the total 70% available** | | |
| **Question 2** | The skate/BMX park must attain quality the below attributes (A-B). Please provide 2 pages of A4 pages to demonstrate the proposed strategy to align with sub question A and B below.  **A)** **The Skate/BMX park must be constructed to the quality standards set out in the Specification. Explain your method of construction and quality control in order to achieve this**.  **Please reference Key persons CV’s of your projects team and the role they will take in quality assurance.**  0 marks: The Tenderer has not demonstrated that it is capable of meeting the Council’s requirement.  2 marks: The Tenderer has shown that it can substantially meet the requirements of the Authority but with variations or omissions that would affect the performance of the equipment to a significant degree.  3 marks. The Tenderer is able to substantially meet the requirements of the Council but with variations or omissions that would affect the performance of the equipment to a small degree.  4 marks. The Tenderer is able to meet the requirements of the Council to a substantial degree with only some minor variations or omissions that will not affect the suitability of the equipment to perform as the Council desires.  5 marks: The Tenderer has demonstrated that the full requirements of the Council will be met. | ***14%*** ***of the total 70% score available*** |
| **B)** **The Skate/BMX park will need to be a long term and high-quality resource. Please state your ability to achieve the minimum of a 25-year design warranty under Deed.**  Scoring.  Scoring will be awarded as follows:  0 marks: The Tenderer has not given a warranty in respect of any those items listed in Schedule B.  2 marks: The Tenderer has given a qualified warranty or has not given a warranty in respect of all of those matters.  3 marks. The Tenderer has given an unqualified warranty in respect of those items listed in Schedule B for a period of not more than 2 years.  4 marks. The Tenderer has given an unqualified warranty in respect of all of the items listed in Schedule B for a period of not less than 5 years.  5 marks: The Tenderer has given an unqualified warranty in respect of all of the items listed in Schedule B, and in respect of other aspects of the construction for a period of not less than 5 years. | ***13%*** ***of the total 70% score available*** |

## 

## Cost model and pricing information.

### Bid Price

#### Tenderers are required to provide a price for all of the Supplies and Services described in the Tender Documents below by completing the form set out below.

### Tenderers are reminded that price will relate to 30% of their tender score.

### 

#### The Tenderer’s price is as follows:

## 

|  |  |  |  |
| --- | --- | --- | --- |
| **Item:** | **Description:** | **Total Price (Exclusive of VAT)** | **Total Price**  **(Including VAT)** |
| 1 | Stage 1 Professional Fees rate |  |  |
| 2 | Stage 2 |  |  |
|  | Net Price |  |  |

**APPENDIX A**

**Location Plan**

**WADEBRIDGE BMX/SKATEPARK**



**APPENDIX B**

**(Method Statement Q. 10)**

Please reference below to the page number and design drawings which provide the answer to the Method Statement questions within the tender submission.

|  |  |
| --- | --- |
| **METHOD STATEMENT QUESTION – Design (73%)** | |
| **Q1 Design** |  |
| **METHOD STATEMENT QUESTION – Construction (27%)** | |
| **Q2 Construction** |  |
|  | |

**APPENDIX C**

**Commercially sensitive information.**

**Commercially sensitive information**

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 FOIA is:

|  |
| --- |
|  |

The period of time for which it is considered this information should be exempt is [until award of Contract **OR** during the period of the contract **OR** for a period of [NUMBER] years until [MONTH], [YEAR]].

|  |  |
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| SIGNATURE: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| NAME (PRINT): | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| POSITION: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| COMPANY: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| DATE: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**APPENDIX D**

**Form of Contract &**

**Pre-Contract Agreement (To be provided)**

1. For the list of exclusion please see <https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf> [↑](#footnote-ref-1)
2. See EU definition of SME <https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en> [↑](#footnote-ref-2)
3. UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See PSC guidance](https://www.gov.uk/government/publications/guidance-to-the-people-with-significant-control-requirements-for-companies-and-limited-liability-partnerships). [↑](#footnote-ref-3)