



Chipping
Norton
Town Council



Chipping Norton Town Council

Main Tender Document

Provision to improve existing Play Facilities at: Cotswold Play Area

To be submitted no later than 3rd April 2023.

Late submissions will be disregarded.

All Rights Reserved©. Document is owned by Sports and Play Consulting Limited

Page 1 of 18



This document is owned by Sports and Play Consulting Limited and is not to be shared publicly, or any of the content copied or used for commercial purposes, without the explicit consent of the owner.

RESPONSIBLE PARTIES

The Employer

Chipping Norton Town Council

Procurement Contact

Sports and Play Consulting Limited

TABLE OF CONTENTS

1. General Requirements	4
1.1 Overview.....	4
1.2 Budget and Costings	5
1.3 Non-Consideration of a Tender Response	5
2. Contract Conditions.....	6
2.1 Works and Standards.....	6
2.2 Purchase Order and Contract Agreement	6
2.3 Insurance	7
2.4 Contractor Documentation	7
3. Scope of Works.....	7
3.1 Objectives for Play Area.....	7
3.2 Specifications	9
4. Timetable for Project	10
5. Scoring Criteria	11
5.1 Scoring Table.....	11
5.2 Scoring Matrix.....	12



6. Procurement Process	13
6.1 Type of Procedure.....	13
6.2 Site Meeting with Interested Parties.....	13
6.3 Questions and Clarification	14
6.4 Notice of Intent to Bid.....	14
6.5 Short Listing of preferred submissions	14
6.6 Consultation or Public Engagement	15
6.7 Decision and Award of Contract.....	15
6.8 Revisions and Negotiation.....	15
6.9 Supplier Notification	16
7. Named Contact and Consultant for Project	16
8. Supplier Submission Checklist and Instructions	16
8.1 The Supplier Checklist	16
8.2 Design and Tender Instructions.....	17
8.3 Submission Instructions	17



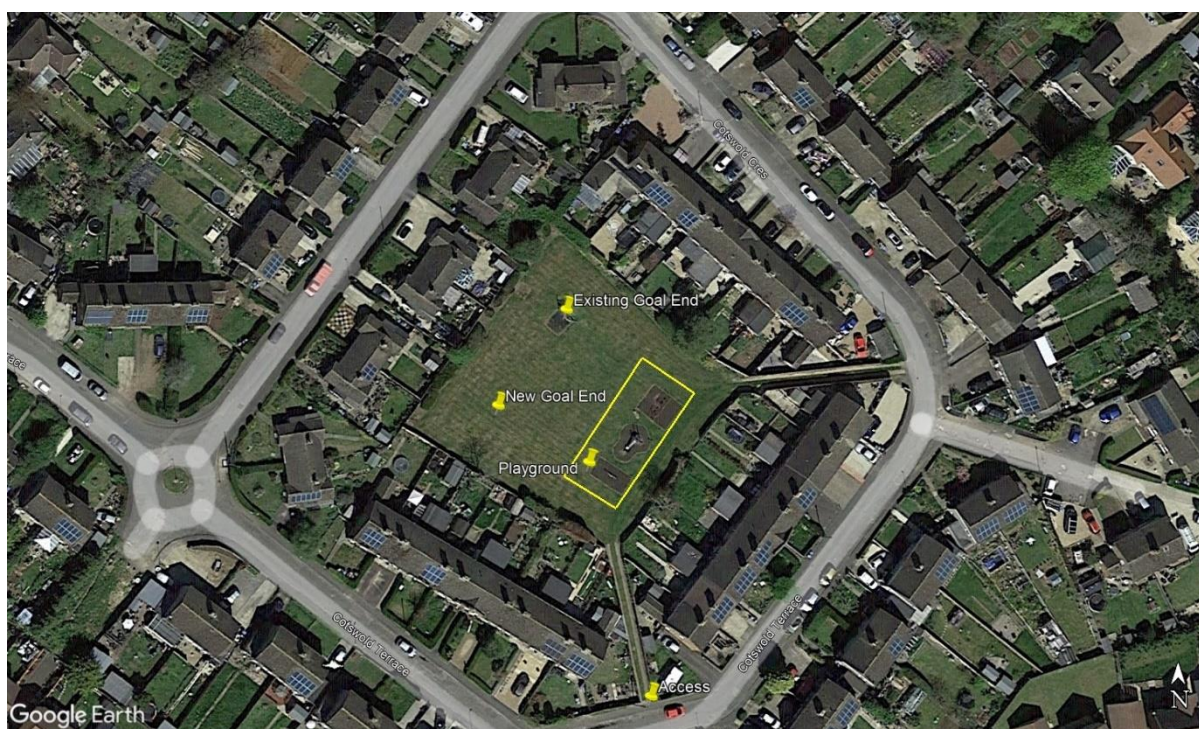
1. General Requirements

1.1 Overview

Chipping Norton Town Council (The Employer) is looking for a suitably qualified company to design and install new Play Equipment and Safety Surfacing at Cotswold Play Area. The site is currently not fit for purpose and based on community feedback; a selection of items has been suggested within the *Specification Section 3.2*.

The area is also popular for recreational football, with two new Goal Ends required to replace the single Goal/Multi-use End. The key requirement for the Council is the equipment being robust, with consideration for the immediate houses in terms of height and noise.

Site Address: Off Cotswold Crescent, Chipping Norton, OX7 5DS





1.2 Budget and Costings

- The council has set aside a maximum budget of **£60,000.00 (Ex VAT)**. Submissions should utilise the full allocated budget, however, not exceed it.
- Following the receipt of tenders and a preferred contractor being awarded the project any changes made to the final budget as variations or revisions, will fall within the permissible range. (Reg 72 Public Procurement Regulations 2015)
- All pricing should be exclusive of VAT and in GBP (£).
- Pricing is to be valid for 90 days from the due date of the response. If the quotation by the preferred supplier fluctuates considerably after this period, the Employer has the right to re-start the process or enter into discussions with some or all suppliers who submitted a response.
- Prices will be fixed and firm for the duration of the contract.
- The rectification period will be 12 Months from installation with a 5% retention amount held over until the end of this duration and only paid if there are no outstanding or remedial works required.

1.3 Non-Consideration of a Tender Response

The council has the right to refuse any or all submissions without tenderers being able to claim any compensation. All costs associated with the tender process and submission are the responsibility of the suppliers that have decided to participate.

The council may refuse a tender response if there has been any attempt to vary or alter the details within the document or the tenderer is not able to provide all the information required by the council to make a full evaluation.



Any offence or inappropriate actions by a supplier, including an offence under the Prevention of Corruption Act may result in disqualification. Anything other than *appropriate* contact made to the named consultant within this document for the purposes of clarifying the requirements or raising any questions pertaining to the tender may be considered a breach in the procurement process.

2. Contract Conditions

2.1 Works and Standards

The work is for the design, supply and installation of appropriate groundworks, surfacing, equipment and associated works which should comply with the appropriate British or European Standards, mainly BS EN 1177 and BS EN 1176.

If there is evidence that the work does not conform to the required standard and as a result the materials or workmanship are substandard, unsafe or require replacement or repair, this will be completed at the cost of the Contractor.

The contractor must follow the 2015 CDM regulations and will have the skills, knowledge and experience, and, if they are an organisation, the organisational capability, necessary to fulfil the role that they are appointed to undertake, in a manner that secures the health and safety of any person affected by the project.

2.2 Purchase Order and Contract Agreement

The successful contractor will enter into a *Building Contract* (Appendix 3) with agreed terms and conditions for both the Employer and the Contractor to jointly authorise, the agreement will not be final until both parties have signed this contract.



The contract will refer to all documents received during the tender process which form the total understanding and obligations of what has been agreed the Contractor will supply the Employer.

2.3 Insurance

The **successful** contractor should be able to provide evidence of:

- Public Liability Insurance of no less than: **£10 Million**
- Product Liability Insurance of no less than: **£5 Million**
- Employers Liability Insurance of no less than: **£5 Million**
- Professional Indemnity Insurance of no less than: **£1 Million**

2.4 Contractor Documentation

The selected contractor will commit to periodic meetings on site during construction between agreed parties from both The Employer and The Contractor, until work is completed and handed over. The timing of these site visits will be agreed before work commences, and The Contractor will provide in advance of any construction the following:

- A Programme of Works with a commencement and completion date
- A Risk Assessment and Method Statement
- An Organisational Chart outlining escalation contacts that are available to remedy any issues that arise during construction

3. Scope of Works

3.1 Objectives for Play Area.

Cotswold Play Area is effectively unusable due to the condition of the equipment, and so the Council is investing in both the playground and



area used for football. The goal is to ensure this is a safe and inviting area for the local community, which tends to be junior aged children.

The area of play can be extended, however consideration of the two access points for vehicles and also the proximity to houses needs to be allowed for. That is, new equipment should not create excessive noise that could be considered disruptive or be of a height that is intrusive to the immediate dwellings.

The Goal End is to be replaced with two (2) Goal Ends similar in design, however, ensures any impact noise from balls is minimised while also discouraging climbing.



Goal End to be replaced



Surface where See-Saw was located



3.2 Specifications

Please note that the details provided below are only a guide to assist suppliers with the desired design outcome. Technical specifications and the design will ultimately be up to the supplier's advice and where possible, scoring will reflect this based on the responses to 5.1.1 and 5.1.2.

Item	Requirement
Suggested Equipment (In order of priority)	<p><u>Sports Area:</u></p> <p>2 x New Goal Ends with Basketball Hoop/Backboard – this must be made of a robust steel that meets BS EN 15312 and designed to discourage climbing.</p> <p><i>Existing bonded mulch can remain for one Goal End however any damage from removals or installation should be repaired and made good. A similar footprint should be used to install new mulch and subbase for the new Goal End.</i></p> <p><u>Play Area:</u></p> <ol style="list-style-type: none">1. Toddler Swings (2 seats)2. Junior Swings (2 seats)3. Monkey Bars4. Junior Multi Play Unit – Climbing / Monkey Bars included can then replace <i>Point 3</i>.5. Steel Trail for toddlers6. Basket Swing.7. Multiuser rotating item with pendulum seats. <p>Note: Height of equipment should try and remain under 3 metres due to the proximity of housing. Consideration of budget, noise and maintenance, item 7 may not be included or an alternative item for only 2 users.</p>
Primary Material	Steel with <i>Anti Vandal</i> fixings and of robust material.
Safety Surfacing	Bonded Mulch.
Sub-Base	MOT Stone Base. Suppliers should also use existing bonded mulch where possible as long as it is suitable



	for new equipment, and colour matched for any repairs or extension of footprint.
Edging	None
Removals and Disposal	Swing Frames. Multi Play Unit/Slide. Multi Use Goal End. Spoil and Waste.
Pathways	None
Seating Area	No seating is required within quotation; however, the Council will be installing 2 x Benches if these could be shown in the design as a suggested location.
Bins	None
Play Sign	None
Fencing and Gates	None
RPII Inspection	Yes – Play Inspection Company or ROSPA.
Re-Instatement	Yes – Any damaged material to be repaired or replaced to original condition. Damaged turf to be graded and seeded with topsoil.
Welfare Required	Yes – Include portable toilets and drinking water.

4. Timetable for Project

Below is the table set out for the Procurement Process:

Action:	Date:
Tender Release Date:	23rd February 2023
Site meeting for interested contractors (30-minute slots – 1 person from each supplier only):	7 th March 2023 (1-3pm)
Notification of your intention to provide a response and deadline for questions about the tender:	10th March 2023
Tender Submissions Due:	<u>3rd April 2023 at 16:00 hours.</u>
Decision on Preferred Supplier:	May 2023



Works to Begin (Guide Only subject to lead times and funding allocation):

September 2023

5. Scoring Criteria

5.1 Scoring Table

Please provide a response for each criterion as part of the tender submission.

Criteria	Information	Percentage
5.1.1 Project Design and Rationale:	Specifically scoring will be based on: 1. Range of equipment for various play experiences, ages and abilities. 2. <i>Design Rationale</i> in terms of layout and practicality of the overall design. 3. Meeting the desired brief and objectives.	60%
5.1.2 Technical and Specifications:	Specifically scoring will be based on: 1. Details of materials used for both play equipment, sub-base, edging and surfacing (please advise surfacing company to be used). 2. Considerations of maintenance, and anti-vandalism design incorporated into the equipment and surfacing. 3. Longevity and warranties of equipment and surfacing.	30%
5.1.3 Presentation and Quotation:	Suppliers are to provide: 1. 1 x 3D visual in A2 size or similar (refer guidelines on design in Section 8.2). 2. 1 x CAD or scaled Google Map of the design in A2 size or similar. 3. An itemised quotation, ideally with a picture reference, with costs for	10%



	each item, surfacing, and installation. (Advise the manufacturer of each product if they are not from your organisation).	
--	---	--

5.2 Scoring Matrix

Scoring will be calculated using 0.5 units between 0-10 multiplied by the above weighting for each criterion:

9-10	Superior	Exceptional demonstration of the relevant ability, understanding, experience, skills, resources & quality measures required to meet the projects aims or requirement. Response highly relevant with comparable contract value.
7-8	Good	A comprehensive response submitted in terms of detail and relevance and clearly meets most of the project aims or requirement with no negative indications or inconsistencies.
5-6	Adequate	Reasonable achievement of the requirements specified in the tender offer & presentation for that criterion. Some errors, risks, weaknesses, or omissions, which can be corrected/overcome with minimum effort.
3-4	Below Expectations	Minimal achievement of the requirements specified in the tender offer & presentation for that criterion. Several errors, risks, weaknesses, or omissions, which are possible, but difficult to correct/overcome and make acceptable.



0-2	Poor	Limited or no response provided, or a response that is inadequate, substantially irrelevant, inaccurate, or misleading.
-----	------	---

6. Procurement Process

The Procurement Process will be conducted and in compliance with The Public Procurement Regulations 2015 and any updated guidance since. The objective is to be fair, transparent, and proportionate based on the type of project, and to select the Most Advantageous Tender.

If the number of submissions is considered too low, and the minimum brief of the responses is not met, the Employer has the right to dismiss these tenders and re-issue the documentation, starting the process over. Additionally, if the brief has or is close to being met, the Employer may make requests to identify any shortfalls or amend the proposed designs to meet the desired budget and overall objectives, even if only one submission was received.

6.1 Type of Procedure

The tender process will be an *Open Procedure, Single Stage Tender*. Scoring and the selection of a preferred contractor will be based on the criteria outlined in this document. This will either be below or above the set *Threshold* depending on the advertised contract value including VAT.

6.2 Site Meeting with Interested Parties

There will be a site meeting to give all suppliers the opportunity to meet with the consultant in 30-minute individual slots. However, this is not mandatory, and suppliers should visit the site at their own convenience without penalty so long as the information gathered will ensure a robust response.



6.3 Questions and Clarification

Please note that any responses to queries or clarification requests will, subject to there being a confidentiality issue that cannot be resolved, be circulated to all bidders. Questions should be emailed to the consultant, not by phone or in person other than the site meeting.

Suppliers are forbidden to approach any person/s outside of the named person (**Section 7**) within this document in relation to this tender and project, failing to do so may result in disqualification of the tender process.

6.4 Notice of Intent to Bid

Suppliers should notify the named consultant a confirmation of your intent to provide a submission by the due date, and all questions relating to the tender will need to be made no later than the date provided in Section 4. Only one submission and one design will be accepted unless otherwise stated.

If notification of your intent to provide a submission is not sent, or you are unable to attend the site meeting, circulation of any questions or updates to the Tender Process may not be sent to your organisation, potentially missing relevant information and submitting an incomplete response.

6.5 Short Listing of preferred submissions

The Employer has the right to short list the submissions only in the unlikely event scoring in the initial stage is equal (highest) for two or more suppliers to warrant further discussions and checks. This may include (but not limited to) conducting:



- Supplier presentations to the Council;
- Supplier site visits of similar projects;
- Additional consultation within the Council or external parties;

Short listing will not occur simply to reduce competition, as scoring using the criteria in this document will decide the preferred contractor.

6.6 Consultation or Public Engagement

The Employer reserves the right to conduct a public consultation. The purpose of any consultation will primarily to update the community on the preferred design, allowing an opportunity to collect feedback which may contribute to any revisions. Guidance on how the consultation will be conducted and what information should be collected will be discussed between The Employer and any relevant third parties such as the consultant.

6.7 Decision and Award of Contract

The Employer will be responsible for making the final decision of a Contractor based on the scoring criteria set out in the tender document. Scoring may be compiled by specific members of the Employer such as a Sub-Committee and/or by a 3rd party such as the Procurement Contact or a consensus of all stakeholders. Details of the scoring will be provided electronically to each supplier who submitted a response. Standstill Period: For contracts over the UK Procurement Threshold at the time of the tender, a Standstill period will apply of *10 Calendar Days*.

6.8 Revisions and Negotiation

If required, the council will engage with the preferred contractor to amend the design or negotiate any changes or costs associated with the submission, however, these will not be deemed 'substantial' changes to



the original brief. These revisions will be discussed and agreed to before any agreement or purchase order is made final and may result in an increase or decrease in the original budget without effecting the original brief and may include items from one of the other submissions.

6.9 Supplier Notification

All parties who have submitted a formal tender response will be notified of the outcome. The submissions received from each of the suppliers will not be disclosed to other parties and should not be requested by other parties. Only the **scoring** of the submissions will be provided on request via email, however if suppliers want additional detail on the selection, this will need to be requested of the Employer and supplied at their discretion. The preferred contractor will be advised either via email or on Contracts Finder when the Award Notice is issued.

7. Named Contact and Consultant for Project

The Employer has appointed a consultant for the tender process. All contact should be with *Sports and Play Consulting Limited*.

Contact: Michael Carter
Mobile: 07421 463099
Email: Michael@sportsandplayconsulting.co.uk

8. Supplier Submission Checklist and Instructions

8.1 The Supplier Checklist

Response	Format
1. <u>Completed Copy of Appendix 1</u>	PDF or Word Labelled - <i>SupplierNameAppendix1</i>



2. <u>Completed Copy of Appendix 2</u>	PDF or Word Labelled – <i>SupplierNameAppendix2</i>
3. <u>Response to 5.1.1 and 5.1.2:</u>	PDF or Word Labelled – <i>SupplierName5.1.1</i> <i>SupplierName5.1.2</i>
4. <u>Response to 5.1.3:</u>	PDF or JPG Labelled – <i>SupplierNameCAD</i> <i>SupplierName3D</i> <i>SupplierNameQuotation</i>

8.2 Design and Tender Instructions

3D Design Regulations (Points deducted for failing to follow these):

- No children or adults shown in the visuals
- Equipment must be to scale of their actual size
- Include reference items with a number and product name
- Do NOT duplicate equipment in the visual i.e., different views of one unit (details can be shown in main proposal or quotation)
- No Videos are to be provided

Do NOT include the following information for the initial tender response:

- TUV Certificates
- Copies of Insurance Certificates
- Installation documents and drawings
- Trade Association or other member certificates
- Warranty Certificates or Health and Safety Policies

8.3 Submission Instructions

Both electronic and hard copies required by the due date and time.

Electronic copy to be sent to:

An email or electronic transfer of all the above responses should be sent to the named consultant, Michael Carter, at:

All Rights Reserved©. Document is owned by Sports and Play Consulting Limited



**Chipping
Norton**
Town Council



michael@sportsandplayconsulting.co.uk

Hard copies to be sent to:

Chipping Norton Town Council

The Guildhall

Chipping Norton, OX7 5NJ.

Attention: Luci Ashbourne

'Tender – Chipping Norton Town Council Playground Project'

Please note - Tenders are NOT to be hand delivered by representatives of the supplier bidding and are to be sent in a plain envelope and/or tube (labelled as above).