

**Appointment of supplier to improve the playground at
Moss Lane Playing Field, Garstang**

INVITATION TO TENDER

1. Overview of Requirements

- 1.1 Garstang Town Council (The Council) is looking for a supplier to improve the playground at Moss Lane Playing Field. The field is located in Garstang, Lancashire.

The contractor will be contracted to the Council.

Works include the removal of existing equipment and installation of a range of play equipment including a central play unit.

- 1.2 This timetable is indicative for the procurement process, the Council reserves the right to change it at its discretion.

w/c 15 April 2019	Invitation to Tender issued
14 May 2019	5PM Deadline for return of tender
w/c 20 May 2019	Preferred bidder announced. Award of contract
May – July 2019	Mobilisation period
August 2019	Works on site

- 1.3 It is essential to comply with the following instructions in the preparation and submission of your tender and to fully complete and submit all required parts of this tender documentation. The Council reserves the right to reject a tender that does not fully comply with these instructions.

- 1.4 Bidders are to return a scale plan, supporting information, tender form, list of referees.

2. Contact Details

- 2.1 The contact for this contract is Edwina Parry, Town Clerk T: 07592 792801
info@garstangtowncouncil.org

3. Assessment

- 3.1 Tender returns will be assessed against the following award criteria:

Design (80%)
References (20%)

- 3.2 Where errors or discrepancies are found that may affect the tender sum, the supplier will be notified and given the opportunity to correct the submitted sum.

- 3.3 The following scores will be awarded, according to an evaluation of the design and references.

0 = The Evaluation Panel felt that none of the question was met or demonstrated or no response was provided.

1-3 = The Evaluation Panel felt that a few areas of the submission requirements have been met or demonstrated.

4-6 = The Evaluation Panel felt that some areas of the submission requirements have been met or demonstrated.

7-8 = The Evaluation Panel felt that most of the submission requirements have been met or demonstrated.

9-10 = The Evaluation Panel felt that the submission requirements have been fully met or exceeded.

3.4 Assessment of the design will focus on:

- The range of different ways children can play
- Accessibility to both disabled and non-disabled children
- The range of opportunities for children to experience risk and challenge
- Value for money

Assessment of references will focus on:

- Site management and compliance with Health and Safety procedures
- Effectiveness of meeting timescales
- Dealing with defects and complaints
- Ease and cost of maintenance

4. Terms and Conditions

4.1 The form of contract will be the JCT Minor Works Building Contract 2016.

4.2 The successful supplier will be required to adhere to the Council's standard Terms and Conditions to all orders placed as a consequence of this process.

4.3 All prices quoted must be exclusive of VAT.

4.4 Prices should be fixed for contract period.

4.5 Please note that the Council is not obliged to accept the lowest, or any, tender.

4.6 Acceptance of the tender by the Council shall be in writing and shall be communicated to the supplier. Upon such acceptance the Contract shall thereby be constituted and become binding on both parties and, notwithstanding that, the Contractor shall upon request of the Council execute a formal contract in the form contained in the Contract Documents.

4.7 Contractors must not undertake work without written notification that they have been awarded the contract and are required to start work. This is usually after contract documents have been executed.

5. Publication Scheme

5.1 Suppliers should state if and why any of the information supplied by them is confidential or commercially sensitive or exempt from disclosure under the Council's Publication Scheme, the full details of which are available at <http://www.garstangtowncouncil.org/wp-content/uploads/2016/02/FOI-publication-scheme.pdf>

5.2 Notwithstanding any other term of the Agreement, the supplier hereby gives its consent for the Council to publish the Agreement and its Schedules in its entirety, including from time to time agreed changes to this Agreement, to the general public in whatever form the Council decides.

6. Insurance Indemnities

- 6.1 Public Liability insurance of a minimum indemnity of £5million with a copy of the original certificate.
- 6.2 Employers Liability insurance of a minimum indemnity of £10million with a copy of the original certificate.
- 6.3 Professional Indemnity insurance of a minimum indemnity of £1million with a copy of the original certificate.

7. Complaints Procedure

- 7.1 The Council is committed to providing a quality service for the benefit of the people who live or work in its area or are visitors to the locality. The full details of the Complaints Procedure are available at <http://www.garstangtowncouncil.org/wp-content/uploads/2016/01/GTC-complaints-procedure-1.pdf>

8. Equality and Diversity

- 8.1 The successful supplier will be expected to comply with the Equality Act 2010.

9. Submission requirements

- 9.1 Design and supporting detailed information as described.
- 9.2 List of referees.

Provide details of a minimum of three contracts, in any combination from either the public or private sector, that are relevant to the council's requirement in this tender. Contracts should have been performed during the past three years.

The named customer contact provided should be prepared to provide a written reference.

Details to be provided:

- Name of customer organisation
- Point of contact, position in organisation, e-mail address
- Contract start and completion dates
- Contract value
- Brief description of the contract

- 9.3 Any tender submitted will be deemed to remain open for acceptance or non-acceptance for not less than 90 days from the closing date stipulated above. The Council may accept the tender at any time within this prescribed period. The Council shall however not be bound to accept the lowest or any tender and may accept any offer in whole or in part.
- 9.4 You must not make any changes to the text of the document as supplied to you – we shall evaluate your tender (and may award a contract) on the basis that no such changes have been made.
- 9.5 The Council reserves the right to cancel the tender process at any point. The Council is not liable for any costs resulting from any cancellation of this tender process nor for any other costs incurred by those bidding for this Contract.

- 9.6 Bidders shall be deemed to have satisfied themselves before submitting a bid as to the accuracy and sufficiency of the rates and prices stated by them in their bid, which shall (except in so far as it is otherwise provided for in the Contract), cover all their obligations under the Contract, and they shall be deemed to have obtained for themselves all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect their Bid. No claim for payment will be considered on the grounds of misunderstanding or lack of knowledge or information.
- 9.7 Where errors or discrepancies are found that may affect the tender sum, the Bidder will be notified and given the opportunity to confirm or revise the submitted tender bid.
- 9.8 Where insufficient information is provided in relation to any specific criteria, no credit will be given for that aspect of quality.
- 9.9 The Council's responses to any queries or clarification requests may, at the Council's discretion, be published to all tenderers. The Council may also amend the tender documents at any time prior to the deadline for receipt of tenders.
- Any such amendments will be sent to tenderers. It is the Bidders responsibility to incorporate updates, including Question and Answer summaries, prior to submission of their bid.
- 9.10 The Invitation to Tender includes the Council's Contract Terms. Bidders may state any proposed amendments to the terms which they consider necessary to clarify the basis of their bid in their response to the contract documents which may or may not be accepted by the Council.
- 9.11 Bidders shall not discuss the bid they intend to make other than with professional advisers or joint bidders who need to be consulted. Bids shall not be canvassed for acceptance or discussed with the media or any other tenderer or member or officer of the Council.
- 9.12 Where signatures are requested, typed entries are acceptable. Electronic Signatures are not required.
- 9.13 A return which includes:
- Design and supporting detailed information
 - Form of tender
 - List of referees
 - Certificate of non-collusion and non-canvassing
 - Certificates of Insurance

10. Project

10.1 The Site

Before pricing the tender the supplier is to ascertain the nature of the site, access thereto and all local conditions and restrictions likely to affect the execution of the works. The playing field will remain in open public use during the works and the supplier is to ensure safe access/exit is maintained at all times.

Supplier to check all dimensions of the site.

The supplier is required to keep clear any public or private highway around the site. Access to the playground is from Moss Lane and across the playing field. The supplier is required to protect the grass, prevent compaction and keep the site clear of mud and debris. Any damage shall be made good by the supplier to the satisfaction of the council or other owner.

Parking of vehicles and siting of temporary site accommodation, sanitary accommodation or storage of materials to be agreed with the council.

Working hours restricted to Monday – Friday 8.00 – 18:00hrs. Any times outside of this to be agreed with the council.

Supplier is to safeguard the site, the works, products and materials affected by the works from damage and theft. Maintain a safe working areas, take all reasonable precautions to prevent unauthorised access to the work area.

Before starting work, check and mark positions of mains/services. Protect and prevent damage to services. Do not interfere with the operation of services without consent of the service authorities/statutory undertakers or other owners. If damage results from execution of the works: immediately give notice and notify appropriate service authority/statutory undertaker; make arrangements for the work to be made good without delay to the satisfaction of the service authority/statutory undertaker or other owners as appropriate; any measures taken to deal with an emergency will not affect the extent of the supplier's liability.

10.2 Design Brief and Specification

Suppliers are to return a scale plan showing the design of the playground at the location specified in the attached plan (See Appendix III). The plan should show the type, orientation and position of proposed equipment and the extent of surfacing types. The supplier should also supply supporting detailed information indicating the individual items of equipment to be supplied and their suitability to the design brief.

The budget from the works is £45,000 excluding cost of clearance.

Approach

- We are looking for well designed, inventive, sustainable and durable play solutions that address the development of physical activity, learning, social inclusion for all abilities with plenty of challenges.
- We will also be looking for equipment with high play value that can typically be used in many ways allowing children to explore their own ideas about how to play. Equipment should also allow spontaneous activity allowing a child to be creative, stimulating, social, cognitive, safe and importantly have fun.
- We want to develop and provide a play area that promote these types of activity.

Layout

- We are looking for any design to give a feeling of spaciousness and if possible be zoned.

Inclusive

- Wherever possible equipment should be inclusive for all abilities.

Maintenance

- Maintenance of installed equipment must be easy to carry out and any spare parts or replacements easily sourced.

Warranty

- The warranty period and guarantees of the equipment should reflect the durability of the equipment and the materials

Material

- There is a preference for play equipment to be predominantly galvanised or stainless steel.

Thermo markings

- There is requirement to include minimum of 4no. bright animal based thermo markings and to allow playing of informal games.

Fencing

- The existing fencing and gates are to be repaired, renovated and repainted.

Street Furniture

- Install 2no. wheelchair accessible picnic benches on the playground. This may be on an existing grass area or elsewhere with in the playground. Provide concrete footings and PCC paving beneath the picnic benches. Council to supply the picnic benches
- Retain existing benches

Surface

- The replacement surface should conform BS EN1177 and be durable to withstand heavy use over a long period of time.
- The safer surfacing system must be black porous wet pour. Permanent coloured EPDM wet pour must be used at any entrances to steps, slide chutes or other high use areas.
- The work is to include the supply, delivery, installation and fixing of the safer surfacing. The critical fall height factor is variable and the materials used shall be appropriate to provide adequate protection for various height factors.
- To achieve the extent of the safer surfacing or bitmac surfacing required the supplier should include in the price for any necessary excavation works and sub-bases.
- Where safer surfacing or bitmac is being installed, all new sub-strata shall be retained by PCC path edging laid flush to ground levels with no trip hazards.

Safety

- All play equipment and surfacing shall be supplied and installed to conform to EN1176 and EN1177 and be constructed of the materials specified in that document.
- The supplier shall arrange for a post installation inspection by an independent RPII inspector to be undertaken prior to handover to the council. A copy of the inspection report shall be presented to the council on handover along with a copy of the necessary maintenance manuals for each item of play equipment installed.

Equipment

- Supply and install the following types of equipment dependent on space and design. Allow for all necessary sub base works:

Swings

- Basket Type
- You and Me
- Cradle (for toddlers)
- Standard single seat

Inclusive Roundabout

Central Play Unit

- Multi Towered
- Slide
- Mesh Nets
- Accessed by several methods
- Total height no more than 4m

Toddler Play Tower

- Crawl through opening
- Accessible from the ground
- Slide

Manipulative Play Panel

- Preferable with wheelchair access

Balance Beams/Log Walk

In Ground Trampoline

- Accessible to wheelchairs users.

Musical Equipment

- Accessible to wheelchair users

Reinstatement

- Supplier to include reinstatement of grassed areas, ensuring a level finish with no trip hazards. Fresh new turf to be used for grass reinstatements within and around the playground, laid in line with good horticultural practice.

Clearance

- Include the complete removal and disposal of equipment and materials from the existing playground, to a licenced disposal site.
- Supplier to identify clearance as a separate cost in their tender.
- Supplier to remove all plant, surplus materials, excavated materials and rubbish from the site on completion of the works leaving the site clean, tidy and fit for immediate use.

10.3 Construction Phase Health and Safety Plan

Provide the council no later than two weeks prior to commencements of the works a health and safety plan which includes the procedures and arrangements required by the CDM Regulations.

11. Tender Return

11.1 Your tender must be submitted on the tender form attached.

11.2 Your plan, supporting information and list of referees must also be returned with the tender form.

11.3 Tenders received late will be disregarded. It is the Bidders responsibility to ensure the tender return is received before the deadline stated.

11.4 If once sealed, you wish to re-open your tender envelope (prior to submission) you must obtain a fresh envelope from the council. Do not submit your tender in a re-sealed envelope.

11.5 You must only use the envelope provided which

- (i) Must bear the words "Tender for"
- (ii) Must specify the subject matter;
- (iii) Must be addressed to Mrs Edwina Parry, Town Clerk, Garstang Town Council, Garstang Police Station, Moss Lane, Garstang PR3 1HB

11.6 If you wish to submit documents additional to the tender documents provided and find that the envelope supplied is insufficient for the purpose, you should place the tender documents provided in the tender envelope supplied and securely attach the tender envelope to separate parcel enclosing and additional documents. You should ensure that all the relevant wording on the tender envelope is still clearly visible.

11.7 The tender envelope submitted by you must not bear any name, trademark or franking machine stamp, which identify you organisation. Similarly, if the tender is returned by Courier Service, then the courier's label attached to the tender envelope must not disclose the identity of the organisation submitting the tender. Offers may not be submitted by Telex, Facsimile transmission or email.

13. Form of Tender

For Appointment of supplier to improve the playground at Moss Lane Playing Field, Garstang. (the "Contract")

To: Garstang Town Council, Garstang Police Station, Moss Lane, Garstang PR3 1HB

For the Attention of: Edwina Parry, Parish Clerk, Garstang Town Council

Date: _____

Dear Sir/Madam,

TENDER FOR THE CONTRACT

I/We the undersigned, hereby tender and offer to provide the Contract as listed below which is more particularly referred to in the Invitation to Tender supplied to me/us for the purpose of tendering for the provision of the Contract and upon the terms thereof.

Attached to this Form of Tender are the following:

- Plan and supporting information
- List of referees
- A signed Form of Tender
- A signed Certificate of Non Collusive Tendering and non-Canvassing
- Details of Professional Indemnity, Employers Liability and Public Liability Insurance
- Freedom of Information schedule
- Conditions of Contract

I/We, having read the Conditions of Contract and Invitation to Tender, do hereby offer to execute and complete in accordance with the said conditions of contract the whole of the works described for the sum of (exclusive of Value Added Tax):

Tender Sum –

(words)

(figures) £.....

I/We confirm that we accept the Contract as issued with the Invitation to Tender (subject to the changes marked on the copy attached to my/our Tender).

I/We undertake in the event of acceptance of our Tender to execute the Contract (subject to such agreed variations) within 21 business days of such acceptance (or otherwise as agreed with the Council) and if required in the interim provide the Contract in accordance with the Contract (and any agreed variations which have been agreed by the Council).

I/We hereby certify and declare that I/We have taken out such Policies of Insurance as I/We are required to do by the terms of the Contract relating to the above mentioned work.

I/We understand that the Council reserves the right to accept or refuse this Tender in whole or in part whether it is lower, the same, or higher than any other Tender, and that the Council accepts no liability as to the actual amount of work included with this contract.

I/We confirm that the information supplied to you and forming part of this Tender including (for the avoidance of doubt) any information supplied to you as part of my/our Standard Selection Questionnaire in tendering, was true when made and remains true and accurate in all respects.

I/We further hereby undertake that I/we will not undertake any publicity activities with any part of the media in relation to this process/contract which can be constituted as canvassing support for my/our bid.

I/We undertake that all elements of this Tender shall from the date of the specified returned date of the Tender not be withdrawn or modified for and during the period of three calendar months (90 days) in respect of the said requirement.

I/We confirm and undertake that if any of such information becomes untrue or misleading that I/we shall notify you immediately and update such information as required.

I/We confirm that the undersigned are authorised to commit the Tenderer to the contractual obligations contained in the Invitation to Tender and the Contract.

I/We confirm that the undersigned are authorised officer on behalf of the company to commit the price stated in this schedule.

SIGNED: _____

Name(s): _____

E- mail: _____

Telephone No: _____

Date: _____

Position within the Company: _____

for and on behalf of: _____ **(PRINT COMPANY NAME]**

Registered Office Address: _____

14. Certificate of Non-Collusion and Non-Canvassing

For Appointment of supplier to improve the playground at Moss Lane Playing Field, Garstang. (the "Contract")

Garstang Town Council, Garstang Police Station, Moss Lane, Garstang PR3 1HB

For the Attention of: Edwina Parry, Parish Clerk, Garstang Town Council

Date: _____

Statement of non-canvassing

- I/we hereby certify that I/we have not canvassed any member, Director, employee, representative or adviser of the Council in connection with the proposed award of the Contract by the Council, and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act.
- I/we further hereby undertake that I/we will not canvass any member, Director, employee, representative or adviser of the Council in connection with the award of the Contract and that no person employed by me/us or acting on my/our behalf, or advising me/us, will do any such act.

Statement of non-collusion

- The essence of selective tendering for the Contract is that the Council shall receive bona fide competitive Tenders from all Tenderers.
- In recognition of this principle, I/we certify that this is a bona fide offer, intended to be competitive.
- I/we have not fixed or adjusted the amount of the offer in accordance with any agreement or arrangement with any other person (except any sub-contractor identified in this offer).
- I/we also certify that I/we have not done, and undertake that I/we will not do, at any time any of the following acts:

communicate to a person other than the Council, the amount or approximate amount of my/our proposed offer except where the disclosure in confidence of the approximate value of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender; or

enter into any agreement or agreements with any other person that they shall refrain from tendering or as to the amount of any offer submitted by them; or

offer or agree to pay or give or actually pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or having caused to be done in relation to any other offer or proposed offer, any act or omission.

- I/we agree that the Council may, in its consideration of the offer and in any subsequent actions, rely upon the statements made in this Certificate.

- Signed _____

- Name: _____

- Position _____

- For and on behalf of **[PRINT COMPANY NAME]**

- _____

In this declaration:

1. 'person' indicates any person, body, or association corporate or incorporate.
2. 'any agreement or arrangements' includes any transaction of the sort described above, formal or informal and whether legally binding or not.

Appendices

Appendix I: Site Plan

