



**Cainscross Town Council**

**Cashes Green & Ebley**

# **Invitation to Tender**

## **Elm Road Play Area**

### **February 2025**



**PROJECT TITLE:** Elm Road Play Area

**CLIENT:** Cainscross Town Council (referred to in this document as The Council)

**LOCATION:** Elm Road Playing Field, Cashes Green, Stroud, GL5 4NU

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## **Section 1. SUMMARY**

### **1.1 Introduction**

Cainscross Town Council is inviting tenders for the refurbishment of its play area at Elm Road Playing Field in Stroud. This document outlines the requirements and instructions for interested suppliers to submit proposals for this contract opportunity, which is listed on the UK Government Contract Finder portal.

All interested suppliers must comply with the UK Government's procurement regulations and standards.

### **1.2 Project Overview**

Elm Road Playing Field serves a residential area in the north of our parish. It is home to a football pitch, a MUGA and a small, fenced play area for younger children. There is no secure storage on site, no power supply and no toilet facilities.

Much of the play equipment, safety surfacing and park furniture in the play area needs replacing due to age and vandalism. There is some scope for refurbishment of items, but only where that approach makes sense because it brings such items back into full use and the savings in cost outweigh the design and safety benefits and enhanced play value of installing a new item.

The play area will be for children up to age 11 and will sit on the existing footprint.

### **1.3 Objectives**

- To provide safe, engaging and challenging play appropriate to the age group
- To provide a variety of equipment offering a varied play experience
- To be as accessible and inclusive as possible enabling children of all abilities to play alongside each other
- To provide sensory elements
- To maximise use of the site
- To create a space that fits sympathetically within the area

### **1.4 Scope of Work**

The work will consist of:

- A detailed design for the playground including a drawn plan and specifications of play equipment recommended by the contractor
- The supply and installation of the Heras fencing and secure storage necessary for the security of site, equipment and the works while in progress
- The supply of any welfare facilities required by contractor's workforce while on site
- The installation of the new play equipment
- The installation of new safety surfacing

- The re-siting of one piece of equipment
- The replacement of old signage with new
- The refurbishment of any items where it is agreed refurbishment is appropriate
- The completion of any associated landscaping
- The supply of equipment and workmanship warranties and information for ongoing maintenance.

## 1.5 Contract Value

The project cost cannot exceed £45,000. Payment terms are to be agreed with the successful contractor.

## Section 2. SPECIFICATION

### 2.1 Design

The specification is based on the refurbishment of existing items, the re-siting of one item and the installation of new items which we think will satisfy The Council's objectives, as stated above. That said, we are happy to consider alternative solutions and designs.

| Existing                                    | New – our thinking   |
|---|--|
| 1 x multi-play unit                         | Replace with a new multi-play unit to include a slide  |
| 1 x small spinning bowl                     | Remove and dispose of  |
| 1 x basket swing                            | Remove and re-site to MUGA area of park with new grass mat safer surfacing   |
| 1 x rota web spinner                        | Re-install at the correct height   |
| 1 x bench seat                              | Replace with new steel bench and set in concrete slab base   |
| 1 x bin                                     | Re-paint and keep  |
| metal bow top fencing surrounding play area | Keep and straighten  |
| 2 x metal gates                             | Keep and paint yellow  |
| 2 x playground signs                        | Replace with new sign up to 100cm x 60cm   |
| Safety surfacing                            | Replace with new 50mm wet-pour safer surfacing and/or overlay old surfacing with 40mm wet-pour safer surfacing but only if and where appropriate |
|   | 1 x new swing with flat seat and cradle seat   |
|   | 1 x new sit in springer  |
|   | 1 x new three-way springer   |

|  |  |
|--|--|
|  | Addition of new play panels – to offer educational, sensory and imaginative play opportunities |
|--|--|

## 2.2 Construction

Play equipment must:

- Be durable (and include appropriate warranties) with parts easily maintained and easy to replace. Particular attention should be given to the structure and mechanism of any swings
- Be challenging for the target age range of 11 years and under
- Be as accessible and inclusive as possible enabling children of all abilities to play alongside each other
- Give consideration to immediate neighbours to ensure that noise from use of equipment should not be excessive
- Include suitable safety surfacing where required or the refurbishment of existing safety surfacing if refurbishment is suitable
- Maximise use of the site
- The design should actively respond to the climate and ecological emergencies ensuring that any adverse impact on the climate is mitigated and that it leads to a net biodiversity gain at the site
- All timber must be FSC-certified

## 2.3 Contractor Requirements

- A site survey should be undertaken prior to work commencing to ensure the suitability of the ground and identify any services
- To provide detailed designs of the playground, including materials and construction methods
- To demonstrate and provide details of sustainability measures considered and taken
- To ensure site security and insurance until practical completion has been achieved
- To be responsible for all plant and materials being used and stored on site
- A construction phase health and safety plan including method statements and risk assessments for the work
- A finalised programme of works
- To inform The Council of any potential unknown or unforeseen costs or delays not included within the quote.
- To attend all necessary site visits with Council representatives.
- To meet all requirements under the CDM 2015 regulations.

- To complete a post-installation inspection report by an independent and qualified RPII inspector to satisfy the authorities' insurers.
- To provide a minimum five-year guarantee for all workmanship.

## Section 3. TENDER PROCESS

### 3.1 General Requirements

Quotations must be submitted in accordance with the following instructions and conditions. Any tenderers who do not comply with these instructions or conditions may have their quote rejected. The successful contractor will be required to enter into a formal contract with The Council.

### 3.2 Timetable

|  |  |
|--|--|
| Invitation to tender issued              | Thursday 6 <sup>th</sup> February 2025                       |
| <b>Confirmation of intent to respond</b> | <b>Wednesday 19<sup>th</sup> February 2025</b>               |
| Clarifications submitted to council by   | Wednesday 19 <sup>th</sup> February 2025                     |
| Final clarifications circulated by       | Wednesday 26 <sup>th</sup> February 2025                     |
| <b>Deadline for responses</b>            | <b>Wednesday 19<sup>th</sup> March 2025</b>                  |
| Evaluation of tenders                    | 20 <sup>th</sup> March to Monday 31 <sup>st</sup> March 2025 |
| Final award                              | Monday 7 <sup>th</sup> April 2025                            |
| Initial project meeting                  | Week commencing 14 <sup>th</sup> April 2025                  |
| Target contract start                    | April/May 2025   |
| Target completion date                   | April/May 2025   |

The above dates are for indicative purposes and The Council reserves the right to amend them at any point. The Council also reserves the right to not award the contract or amend the specifications and conditions.

Throughout the evaluation process, the Council reserves the right to seek clarifications from bidders, where this is considered necessary to achieve a complete understanding of a bid received. In any event, should the evaluation panel, in its reasonable judgement, identify a fundamental failing or weakness in any quotation submitted then that quotation may, regardless of its other merits, be excluded from further consideration.

### 3.3 Submission of Quotations

Tenderers are requested to confirm their intent to respond by emailing [clerk@cainscross-pc.gov.uk](mailto:clerk@cainscross-pc.gov.uk) as soon as possible and by the date given in the timetable (3.2).

Tenderers should submit the tender response form, price schedule and supporting documents by email by the closing date stated to [clerk@cainscross-pc.gov.uk](mailto:clerk@cainscross-pc.gov.uk). Any requests for clarification of any points in the tender document should be emailed to the same address by the date stated.

Any questions and responses considered by The Council to be substantive in nature will be distributed to potential tenderers prior to the quotation return date.

All tenders must be valid for a minimum period of 60 days. The successful tenderer will receive written notification it has been awarded the contract and must not start work until that written notice is received and the initial project meeting arranged.

### **3.4 Evaluation**

The tender response form consists of the following sections:

Section 1: Contractor details

Section 2: **Grounds for mandatory exclusion**

**Grounds for discretionary exclusion**

Section 3: Technical and professional ability

Part 1 – Relevant experience and contract examples

Part 2 – Quality assurance and data security

Part 3 – Insurances

Part 4 – Compliance with equality legislation

Part 5 – Environmental Management

Part 6 – Health and Safety

Section 4: Proposed working method

Section 5: Pricing schedule

Section 6: Declaration

**NOTE:** Section 2 contains suitability assessment questions which **must** be answered satisfactorily to allow the quotation to be considered. Where the suitability assessment questions are answered satisfactorily the bid will be assessed further using the evaluation criteria below.

#### **Evaluation Criteria**

This is the process that considers the extent to which the applicant's bid delivers the most economically advantageous solution to The Council's requirements and, as such, tenderers' responses to the questions asked should give a clear indication of what the organisation is offering for the price quoted. Supporting information may be submitted and must be clearly referenced and appended to the main bid.

The following will be applied in the evaluation of the quote:

| <b>Evaluation Criteria and Weighting</b>  |             |
|---|-------------|
| <b>A. Professional ability, design Quality</b>                                      | <b>60%</b>  |
| (i) Design – how it responds to the tender specification and objectives             | (20%)       |
| (ii) Suitability of equipment/materials against specification/tender objectives     | (20%)       |
| (iii) Fulfilling commitments of the tender incl. technical and professional ability | (20%)       |
| <b>B. Price</b>   | <b>30%</b>  |
| <b>C. Social value</b>  | <b>10%</b>  |
|   | <b>100%</b> |

### Scoring Guidelines

Bids will be evaluated in line with the following:

| <b>Scoring Matrix for Criteria A and C</b> |                             |   |
|--|-----------------------------|---|
| <b>Score</b>                               | <b>Judgement</b>            | <b>Interpretation</b>   |
| <b>5</b>                                   | <b>Excellent</b>            | Exceptional demonstration of the relevant ability, understanding, experience, expertise, skills, resource and/or quality measures required to provide the services. Full supporting evidence provided.  |
| <b>4</b>                                   | <b>Good</b>                 | Above average demonstration of the relevant ability, understanding, experience, expertise, skills, resource and/or quality measures required to provide the services. Majority of supporting evidence provided.                                       |
| <b>3</b>                                   | <b>Acceptable</b>           | Demonstration of the relevant ability, understanding, experience, expertise, skills, resource and/or quality measures required to provide the services with some supporting evidence provided.  |
| <b>2</b>                                   | <b>Minor reservations</b>   | Some minor reservations of the relevant ability, understanding, experience, expertise, skills, resource and/or quality measures required to provide the services, with little or no supporting evidence provided.                                     |
| <b>1</b>                                   | <b>Serious Reservations</b> | Considerable reservations of the relevant ability, understanding, experience, expertise, skills, resource and/or quality measures required to provide the services, with little or no supporting evidence provided                                    |
| <b>0</b>                                   | <b>Unacceptable</b>         | Does not comply and/or insufficient information provided to demonstrate the ability, understanding, experience, expertise, skills, resource and/or quality measures required to provide the services, with little or no supporting evidence provided. |

### Criterion B

Tenderers' prices will be evaluated on a comparative basis. This will be done by recording the lowest total price submitted by any of the tenderers then, for each tenderer, dividing this lowest



price by the tenderer's price and then multiplying it by the allocated weighting.

### **Example**

Three prices are received:

- Tenderer A: £45,000
- Tenderer B: £50,000
- Tenderer C: £40,000 (the lowest)

Calculation:

- Tenderer A:  $\text{£40,000} \div \text{£45,000} \times 30 = 26.7\%$
- Tenderer B:  $\text{£40,000} \div \text{£50,000} \times 30 = 24\%$
- Tenderer C:  $\text{£40,000} \div \text{£40,000} \times 30 = 30\%$

### **3.5 Non-Consideration of a Tender Response**

All costs associated with the tender process are the responsibility of the tenderers who have decided to participate - tenderers are not able to claim compensation for unsuccessful quotes.

The Council may disallow a submission if the tenderer is not able to provide all the information requested as part of the tender process.

## **Section 4. GENERAL CONDITIONS**

### **4.1 Eligibility and Compliance**

Tenderers must meet the following criteria:

- Registered and in good standing with Companies House
- Proven experience in delivering similar projects
- Compliant with UK Government procurement policies including GDPR, Modern Slavery Act and Equalities Act
- Be suitably insured (to include public liability, employer's liability and professional indemnity)
- Compliant to health and safety standards
- Hold all certificates relevant to the services being provided

### **4.2 Permitted Hours of Working**

Mondays to Fridays between the hours of 08:00 to 17:00

Saturdays, Sundays and Bank Holidays – no works unless by prior agreement with The Council.

**Note:** Cashes Green Primary School is located next to Elm Road Playing Fields. The contractor must ensure that deliveries to site are made outside of school drop-off and collection times

(08:30 to 09:00 and 15:00 to 15:30) and that all contractor vehicles are parked in such a manner as to cause as little obstruction or inconvenience as possible.

All works should be carried out in such a manner as to cause as little obstruction or inconvenience as possible to adjoining residents and the public.

The contractor shall be responsible for informing nearby residents of any works which are likely to result in excessive noise or potential nuisance, including dust.

#### **4.2 Protection of Existing Features**

The contractor shall take all reasonable precautions to prevent damage to existing features including trees, established areas of planting or grass, fences, gates, walls, water courses and other features in or around the site.

The contractor shall make good at its own expense and to the satisfaction of the Contract Administrator any existing features which are damaged or removed without prior consent with approved replacements.

#### **4.3 Existing Services**

The Council is unaware of any services (including underground) on site. However, the contractor will be responsible for verifying that this is the case.

#### **4.4 Additional Work**

No payment will be made for extra work unless authorised on written instruction or variation order issued by The Council. The contractor shall give reasonable notice for work it feels is required and such work must be measured and agreed by The Council.

#### **4.5 Approval of work**

All works shall be to the approval of The Council. Only works of the highest standard will be approved and, where stated, approval must be given before proceeding with further operations.

#### **4.6 Extension of Time**

The contractor shall give written notice to The Council if, while the contract is in progress, a delay in completing the work looks likely. No extension of time shall be given to the contract without written approval of The Council.

The contractor shall not have or make any claim against The Council in respect of loss or inconvenience occasioned in consequence of any delay requested by the contractor or because of any supply delay of any materials.

#### **4.7 Setting Out**

The contractor shall be responsible for the accurate setting out to true line and level

the whole of the work and to provide at his own expense all instruments and equipment necessary.

The contractor shall be responsible for any errors made in setting out the works or defects of workmanship, whether executed by his workmen or staff, or by workmen or staff of any sub-contractor. Such errors or defects shall be remedied by and at the cost of the contractor to The Council's satisfaction.

#### **4.8 Protection of Works and Materials**

The Contractor shall adequately protect all work, including work carried out by others, throughout the contract. Any damage caused by operations of work shall be repaired at the Contractor's own expense.

Any damage caused by acts of vandalism during the course of completing the works shall be repaired by the Contractor at its own expense. Prior to Completion, any materials or equipment which go missing as a result of theft will be replaced by the Contractor at its own expense.

#### **4.9 Preliminary Investigations**

The Contractor must visit the site and make itself conversant with the nature and extent of the works described and include in its bid, for any item not specifically mentioned in detail. The contractor shall be deemed to have visited the site before submitting a quote.

No payment will be considered for any works not specified, where the necessity for which could have been foreseen by the contractor inspecting the site before quoting.

#### **4.10 Electricity and Water**

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

### **Section 5. HEALTH AND SAFETY**

#### **5.1 Site Specific Safety Considerations**

The site is situated close to a road and adjacent to houses and a primary school. Roadside parking is available but is limited due to the road being narrow and there being numerous driveways. Utmost care must, therefore, be taken in consideration of pedestrians and young children, particularly at school drop-off and pick-up times.

#### **5.2 Communication between The Council and Contractor**

The contractor will be required to give The Council a single point of contact who will liaise with The Council on a daily basis - this should be the site manager. A second name should be given to The Council if the single point of contact is away from site.

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The contractor will be responsible for coordinating all health and safety and its workers welfare for the duration of the works. They should inform The Council as soon as practicable of any accident or incidents reportable under the RIDDOR 2013 requirements. The contractor will be required to demonstrate the means by which they ensure the information is disseminated to their operatives.

The contractor must carry out regular safety inspections. Copies of safety inspection reports must be made available to The Council on request.

The contractor must have suitable insurance in place.

### **5.3 Site Security**

The site will be released into the management and control of the appointed contractor with regards to safety, security, site access and all construction operations for the duration of the work. This will include any areas used for the storage of plant, equipment and materials and any areas used for the loading or un-loading of deliveries.

Heras fencing or similar must be in place around the site for the duration of the build and any period required after the build for works to dry or set before use. Areas of access must never be left unattended when not secured.

The contractor must demonstrate how it will ensure all areas where work is being carried out are separated from areas remaining available and in use to the public.

The contractor must ensure all visitors to the site are escorted and provided with any necessary PPE. The site shall be left in a safe condition outside working hours with all plant immobilised and equipment left secure.

### **5.3 Fire and Emergency Procedures**

The contractor shall undertake a fire risk assessment and safety management plan in accordance with CDM Regulations and will be required to supply their own fire extinguishers. Any skips used should be positioned away from surrounding structures and temporary buildings. Any flammable materials should be stored safely and any areas used away from site for such storage used only with the permission of The Council.

The Contractor shall provide full written details of immediate actions to be taken in case of an emergency on site. The contractor must ensure all workers are aware of the actions to be taken in the case of an emergency and that the site manager knows the location of the nearest Minor Illnesses or Injuries Unit (MIIU) which can deal with illnesses or injuries such as sprains, minor fractures, wounds and burns: MIIU Stroud Hospital, Trinity Road, Stroud, Gloucestershire GL5 2HY

## 5.4 Site Transport

The site is accessed via Elm Road, Cashes Green. The contractor shall visit site to assess access to it and identify any potential difficulties. The contractor will be required to provide all signage necessary to mitigate risk to the public and inform the public of work being carried out and potential vehicle movements.

The contractor shall be responsible for clearing any mud or debris from site, including that left on the access road from deliveries, and for making good any areas damaged by vehicles.

## 5.5 Welfare Provisions

There are no nearby toilet facilities so it will be the responsibility of the contractor to supply such facilities to the site for the duration of the build. It will be the responsibility of the contractor to ensure such facilities are removed as soon as is practicable after the build is completed.

The contractor shall be responsible for ensuring all workers are provided with the PPE necessary for the work undertaken.

## Section 6. LOCATION

Find the playground easily by searching for Elm Road Playground, Stroud on Google Maps.

**Full address:** Elm Road Playing Field, Elm Road, Cashes Green, Stroud GL54NU

**NOTE:** The playground is shown in the bottom right corner of the playing field. The MUGA is shown in the top left corner of the playing field.





