



Petersfield
Town Council

Tender Specification for the
Design and Build
Borough Road Play Area

21st December 2018

1.0 Preliminaries

1.1 Employer

Petersfield Town Council
The Town Hall
Heath Road
Petersfield
Hampshire
GU31 4EA

1.2 Contract Administrator

The Town Clerk
Petersfield Town Council
The Town Hall
Heath Road
Petersfield
Hampshire
GU31 4EA

Tel: (01730 264182)

1.3 Tenders

Tenders are to be delivered in a suitably addressed and identified envelope no later than 5.00p.m. on Tuesday 5th February 2019.

Accompanying drawings should be delivered addressed to the Contract Administrator, at the above address no later than 5.00p.m. on Tuesday 5th February 2019.

1.4 Description of Work

This tender is for the Design and Build of a new Play Area at Borough Road recreation ground, Petersfield, Hampshire, GU32 3LQ and removal of all the existing play equipment on the site.

1.5 The Works will Include

1. Design and Build of a playground according to the design brief.
2. Supply of appropriate drawings to show proposed layout.
3. Removal of all existing equipment on site.
4. Supply and installation of all equipment and site furniture plus making good where required.
5. Hard and soft landscaping works as indicated in the design
Location of Site:

The site is located in the town of Petersfield at the following address:

Borough Road Recreation Ground
Petersfield
Hampshire
GU32 25JG

1.6 Drawings

The works are to be executed in accordance with the following drawings:

Drawing 1 Location Plan
Drawing 2 Indicative Design

Drawings can be sent electronically. Please email clerk@petersfield-tc.gov.uk to request.

1.7 Inspection of Site

The contractor is assumed to have visited the site to assess the nature of work, access, topography etc. and carried out relevant services checks.

1.8 General

The employer is not bound to accept any tender in its entirety and shall accept whole or part of the submitted tender as required.

Contractors tendering do so at their own cost and their tender shall remain open for acceptance for a period of six weeks after the due date for submission.

The contractor should note that after the submission of his/her tender he/she may be required to attend an interview at the employer's office to explain his/her tender proposals including the methods of construction, the construction programme and proposed management of the project.

All materials will be of the best of their respective kinds and shall conform to appropriate British and or European Standards if appropriate.

The contractor will provide a fixed price Tender.

1.9 Working Hours

No work shall be permitted on a Saturday, Sunday or Bank Holiday without prior consent from the Contract Administrator.

Weekday work will commence no earlier than 8.00am and will not continue beyond 6.00pm.

1.10 Labour, Materials, Plant etc.

The contractor will provide all labour, materials, fuel, water, carriage, plant, tools and machinery of all descriptions in order to execute the works.

1.11 Retention of delivery notes/orders etc.

The contractor must keep copies of all delivery notes/orders concerning materials/machinery etc. used in this contract until final completion is reached. These must be made available to the Contract Administrator if requested.

1.12 Disposal and Transportation of Waste

The contractor must ensure that all waste materials produced while these works are transported from site using waste carriers with a current Waste Carriers Licence appropriate for the type of waste being transported. A copy of the Waste Carriers Licence for all carriers being used during the course of these works must be provided to the Contract Administrator prior to the carriers being employed. Wherever possible, waste materials will be taken to appropriate waste recycling centres. Where waste cannot be recycled, it shall be taken to an approved tip. The Contract Administrator will require evidence of which tipping sites are being used, and where required by the Contract Administrator, appropriate copies of Waste Site Licences for the tipping site must be provided.

1.13 Contract Area

The area to which the contractor will be confined for the execution of his/her works is shown on the attached drawings. The contractor will confine any temporary storage areas and everything pertaining to the contract within the area shown.

1.14 Access to Site

The contractor will gain access to the site via the recreation ground entrance gate in Borough Road. The contractor needs to bear in mind that access crosses a path that is a public right of way that needs to be accessible by the public at all times. All access routes will be reinstated to their original condition at or before Practical Completion is achieved. All access routes will be kept in a safe condition during use.

1.15 Trespass

The contractor shall prevent trespass onto other areas by his/her own employees or those employed by a sub-contractor.

1.16 Protection of Existing Vegetation

The contractor must not prune, cut, remove or damage in any way trees or shrubs on the site. The contractor must provide any protection that he/she deems necessary to prevent the aforementioned damage.

1.17 Safety, Health and Welfare

The contractor shall allow for providing and maintaining all welfare and safety measures to a standard not inferior to that laid down in statute regulations, rules and orders and subsequent amendments thereto for all employees working on the site, to include employees of any approved sub-contractors. The contractor's attention is particularly drawn to his/her obligations under the Health and Safety at Work etc Act 1974. The contractor will provide, with his/her tender submission, a copy of his/her Health and Safety Policy covering all aspects of the work to be carried out in this project.

1.18 Control of Substances Hazardous to Health Regulations 1998

Assessments carried out by the contractor of all work which is liable to expose his/her employees and any other person in the vicinity of the site to hazardous solids, liquids, dust, fumes, vapours, gases, etc shall be made available to the Contract Administrator ten working days prior to the commencement of works.

1.19 Risk Assessments

The contractor will ensure that Risk Assessments are carried out for all activities to be carried out during the course of the works, and for the use, storage and disposal of any hazardous materials highlighted in the CoSHH Assessments.

1.20 Risk of Works

The contractor will be held responsible for any damage whatsoever caused by the carriage of materials or spoil to and from the works and is to hold the employer indemnified from any claims in this connection.

1.21 Damage to Buildings/Roads etc.

The contractor will be held responsible for and must make good any damage caused to existing buildings, roads, paths, grassed areas, car parks, fences, drains, sewers, service mains, landscaping etc. The contractor must take all necessary steps to prevent roads becoming fouled with soil etc from vehicles entering and leaving the site and allow for cleaning if the roads/paths do become soiled, on immediate exit of the said vehicles.

1.22 Existing Services Across Site

It shall be the responsibility of the contractor to make enquiries of the utility companies in respect of any location where, in the opinion of the contractor, underground plant is likely to be present. The contractor shall similarly be responsible to make specific arrangements with the utility companies if he/she deem it necessary for a representative to accurately locate services on site. If any underground cable or pipe is located during ground works, that particular item of work is to be stopped immediately and the Contract Administrator advised as soon as possible. If any damage has occurred to the services, the appropriate utility company will be informed immediately by the contractor, who will then follow instructions as given by the utility company. If damage has not occurred, the exposed apparatus shall be recovered until further instructions are received from the Contract Administrator. Exposed services, whether damaged or not, shall at no times be left unattended without first erecting such protection as will ensure the safety of both the apparatus, operatives and general public.

1.23 Water and Power

The contractor will provide any water and electricity required to carry out the works, as well as any temporary plumbing fees.

1.24 Protection of Site

The contractor must ensure that all reasonable efforts are made to close off the site during the course of the works. The contractor will provide, install and maintain adequate fencing, either around individual areas or to surround the site. At no time will the public have access to construction areas, storage areas, site vehicles, delivery areas etc. Warning signs will be supplied and maintained by the contractor. These will be fixed to the Heras fencing at all access points. The contractor must take all reasonable action to ensure that all newly installed apparatus is not used until practical completion is confirmed. Any machinery left on site overnight

must, where possible, be immobilised. The contractor will be held responsible for:

1. Any damage caused to machinery/materials left on site by the contractor
2. Any damage caused by machinery/materials left on site by the contractor
3. Any vandalism caused to machinery/materials left on site by the contractor.

The contractor will liaise with the local police to update them up progress and deal with any issues with regard to the security of the site and anti-social behaviour during the construction process.

1.25 Inclement Weather

The contractor will allow for protecting the works against inclement weather and shall include for taking all reasonable precautions to ensure the regular progress of works during adverse weather conditions.

1.26 Temporary Storage

The contractor may provide a temporary secure storage container on site. However, this must be within the allowed contract area and any ground damage must be fully reinstated immediately after removal. Any container must be removed from site prior to Practical Completion.

1.27 Equipment and Design

All maintenance instructions, guarantees and tools provided by manufacturers of equipment or furniture will be handed over to the Contract Administrator prior to Practical Completion.

1.28 Traffic Regulations

The contractor will comply with all Police and Local Authority traffic regulations relating to works in the vicinity of the works, particularly in regard to loading/unloading vehicles.

1.29 Burning Materials on Site

No materials will be burned on site.

1.30 **Turf Establishment**

The contractor will be responsible establishment of all seeded/turfed areas for a period of 6 months after practical completion.

1.31 **Use of Pesticides**

The contractor will not use any pesticides during the course of these works without the prior written permission of the Contract Administrator.

1.32 **Anti-Collusion Certificate**

The contractor will read and agree to comply with the statement made in the Anti-Collusion certificate shown in Appendix 1. The contractor will sign, date and address this certificate as part of the tender.

1.33 **Time scales**

The contractor will ensure enough resources are available to complete all works within 4 weeks of the agreed commencement date.

1.34 **Retention**

The contractor should note that a retention sum of 10% will be held for six months to ensure that the specification is fully adhered to and all 'snagging works' completed.

1.35 **Confidentiality**

Each of the Parties undertakes to the other to keep confidential all information (written or oral) concerning the business and affairs of the other that it has obtained or received as a result of the discussions leading up to, or the entering into, or performance of, this Agreement ("the Confidential Information")

Each of the parties undertakes to the other not to use the Confidential Information of the other party except for the purposes of this Agreement and shall not (without the prior written consent of the other party) disclose the same to any person save to the extent necessary for the performance of this Agreement and except to the extent that such information:

- (i) is required to be disclosed by the law of any relevant jurisdiction.*
- (ii) is trivial or obvious.*

- (iii) *is already in the public domain at the time of disclosure.*
- (iv) is in the disclosing party's possession otherwise than as a result of a breach of this clause.
- (v) was disclosed after the express prior written approval of the party to whom such information belongs; or,
- (vi) is required to be disclosed by the Council for the purposes of best value or performance assessment and in any event subject to the disclosing party having notified the other party to this Agreement in writing prior to making such disclosure.

The Contractor shall assist the Council at no additional charge in meeting any reasonable requests for information in relation to the Freedom of Information Act 2000 or any statutory modification or re-enactment thereof or any related guidelines or codes of practice. The Contractor acknowledges that in responding to requests for information the Council shall be entitled to forward details of the information received to the persons or persons making the request.

Notwithstanding anything contained elsewhere in this Agreement, the provisions of this clause shall survive the termination or expiry of this Agreement.

1.37 Corrupt Gifts

The Council may cancel this Agreement and recover from the Contractor any loss resulting from such cancellation where:

- (i) the Contractor has offered or given any gift or other consideration to any person as an inducement to take (or fail to take) any action in relation to obtaining or executing this, or any other, contract with the Council.
- (ii) the Contractor has shown (or failed to show) any favour or disfavour to any person in relation to this Contract.
- (iii) the Contractor or any employee of the Contractor commits any offence under the Bribery Act 2010, or any subsequent amendments to this Act; or,
- (iv) the Contractor or any employee of the Contractor shall have given any fee or reward which is an offence under Section 117 (2) of the Local Government Act 1972.

2.0 Specification of Works.

- 2.1 The contractor will tender for the design and build of a playground including the design, supply and installation of all equipment.
- 2.2 All existing play equipment is to be removed and disposed of plus the ground made good, as necessary.
- 2.3 The playground will be located within the area shown on Drawing No. 1
- 2.4 After consultation with local users and the community, the following priority list has been created. This will form the basis of the specification and the contractor will attempt to meet this as a minimum and enhance where possible.
- 2.5 The design shall include –
 - a. 1 no. Double Sloping Balance Weave;
 - b. 1 no. Slalom Rope Walk;
 - c. 1 no. Wobble Bridge;
 - d. 1 no. Log Rope;
 - e. 1 no. Tarzan Ring Beam;
 - f. 1 no. Climb Net;
 - g. 1 no. Drop Rope Traverse;
 - h. 8 no. Stepping Logs
 - i. 1 no.20m Zipwire;
 - j. 1 no. Clamber Stack;
 - k. 1 no. Tractor Springer;
 - l. 1 no. Titan Swing;
 - m. 1 no.1.2m disability inclusive roundabout;
 - n. 1 no. bespoke timber Fort constructed utilising the natural contours of the site using machine rounded treated timber poles to create the fort appearance with a Naturestep surface with 5 no. timber sleeper steps plus 1 no. 4.5LM Dual Lane Slide;
 - o. 4 no. Benches – Earth Anchors forest saver seats in green frame with black seat and back slats with rootfast securing system
 - p. 2 no. bins – Earth Anchors Sentinel 120 litre bins with pyramid top, green body and black liner using the rootfast securing system;
 - q. Safety Matting Surfacing – all to be provided in form and depth as per the manufacturers recommended safety area
- 2.6 European standard BS:EN1176 &1177 shall be adhered to during the design process and the scheme and equipment will need to

pass the appropriate independent safety inspection upon completion. Any non-conformities to the standards must be highlighted to the client for consideration and approval. The independent post installation inspection will be arranged by the contractor and the cost will be borne by them.

- 2.7 The improvements and equipment will be 'in keeping' with the location and will make use of the existing landscaping where possible.
- 2.8 The contractor will provide a Project Manager as a single point of contact for the project.

3.0 Submission of Tender

- 3.1 The Contractor will send with his completed tender a scaled plan drawing of the proposals showing location of equipment, fencing and site furniture. The plan will also show safety surface zones, free fall heights and falling space areas.
- 3.2 The contractor will include copies of test certificates to show conformity to standards where appropriate, for equipment and safety surfacing.
- 3.3 The contractor will include a breakdown of items and costs included within the scheme, including preliminaries and per item supply and installation costs. Total to equal the tender value.
- 3.4 The above items will be returned in a suitably addressed and identified envelope, clearly marked to show that it contains tender documentation. (See item 1.3)
- 3.5 One copy of a presentation drawing of the scheme will be sent separately, as specified in item 1.3. This drawing will be supplied in an A4 size (which may be photocopied by the Contract Administrator) and in an A2 size for displaying at consultation events.

4.0 Tender Evaluation

- 4.1 The successful design and build submission will be selected using the following criteria:

Technical Considerations: This criteria will be awarded up to 30% of the marks, evaluated on conformity to European Standards, suitability of safety surfaces, suitability of layout etc.

Suitability of use by disabled children: This criteria will be awarded up to 15% of the marks depending on the scheme's suitability for disabled use.

Cost: This criteria will be awarded up to 10% of the marks depending on the scheme's adherence to the overall project cost.

Conformity to design brief requirements: This criteria will be awarded up to 45% of the marks depending on the scheme's conformity to the design brief.

Evaluation Point Scoring - points will be issued as follows

- 0 **Unacceptable** - No response to the question or the response is highly inaccurate.
- 1 **Poor** - Limited response provided, or a response that is inadequate, substantially irrelevant, inaccurate or misleading.
- 2 **Below Expectations** - Response only partially addresses the question.
- 3 **Satisfactory** - An acceptable response submitted in terms of the level of detail, accuracy and relevance. The response is good but there are either some omissions of important factors or negative indications that reduce the extent to which the project aims will be achieved.
- 4 **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 **Excellent** - 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.

Petersfield Town Council

TENDER

**for the Supply and Install Play Equipment and Associated Facilities at
Borough Road Play Area.**

To: Petersfield Town Council

I/We having read the Conditions of Contract and Specification delivered to me/us and having examined the site, do hereby offer to execute and complete the whole of the works described for the sum of:

.....(£)

I/We hereby undertake to commence and complete the works within the time period specified if my/our tender is accepted.

I/We agree that should obvious errors in pricing or arithmetic be discovered before acceptance of this offer in the priced Specification submitted by me/us these errors are to be corrected in accordance with Alternative 1 contained in Section 6.3 of the Code of Procedure for Selective Tendering 1989.

I/We understand that I am/we are tendering at my/our own expense and that neither the lowest or any tender will necessarily be accepted and that Petersfield Town Council reserves the right to call for fresh tenders should they consider this desirable.

Unless and until a formal agreement is prepared and executed, this Tender together with your written acceptance thereof shall constitute a binding contract between us.

I/We agree that this Tender shall remain open for consideration for 12 weeks from the date of receipt of tenders.

Signed this day of20

Namein the capacity of

For and on behalf of

Address

.....

.....

CERTIFICATE OF BONA FIDE TENDER

TENDER FOR: - Supply and Install Play Equipment and Associated Facilities at Borough Road Play Area.

The essence of selective tendering is that the client shall receive bona fide competitive tenders from all those tendering. In recognition of this principle, we certify that this is a bona fide tender, intended to be competitive, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do any time before the hour and date specified for the return of this tender, any of the following acts: -

- (a) Communicating to a person other than the person calling for those tenders the amount or approximate amount of the proposed tender, except where the disclosure, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender.
- (b) Entering into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted.
- (c) Offering or paying or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work any act or thing of the sort described above.

In this certificate, the word "person" includes any persons, any body or association, corporate or unincorporate and "any agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.

Signed (as in Form of Tender) Date

For and on behalf of

Appendix 1 - Anti-Collusion Certificate

1. We certify that this certificate is made in good faith, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person.
2. We also certify that we have not, and we undertake that we will not, before the award of any contract for the work:
 - (i) (a) communicate to any person (outside this agreement), other than The Secretary of State or a person duly authorised on his behalf, the amount or approximate amount of the tender or proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender;

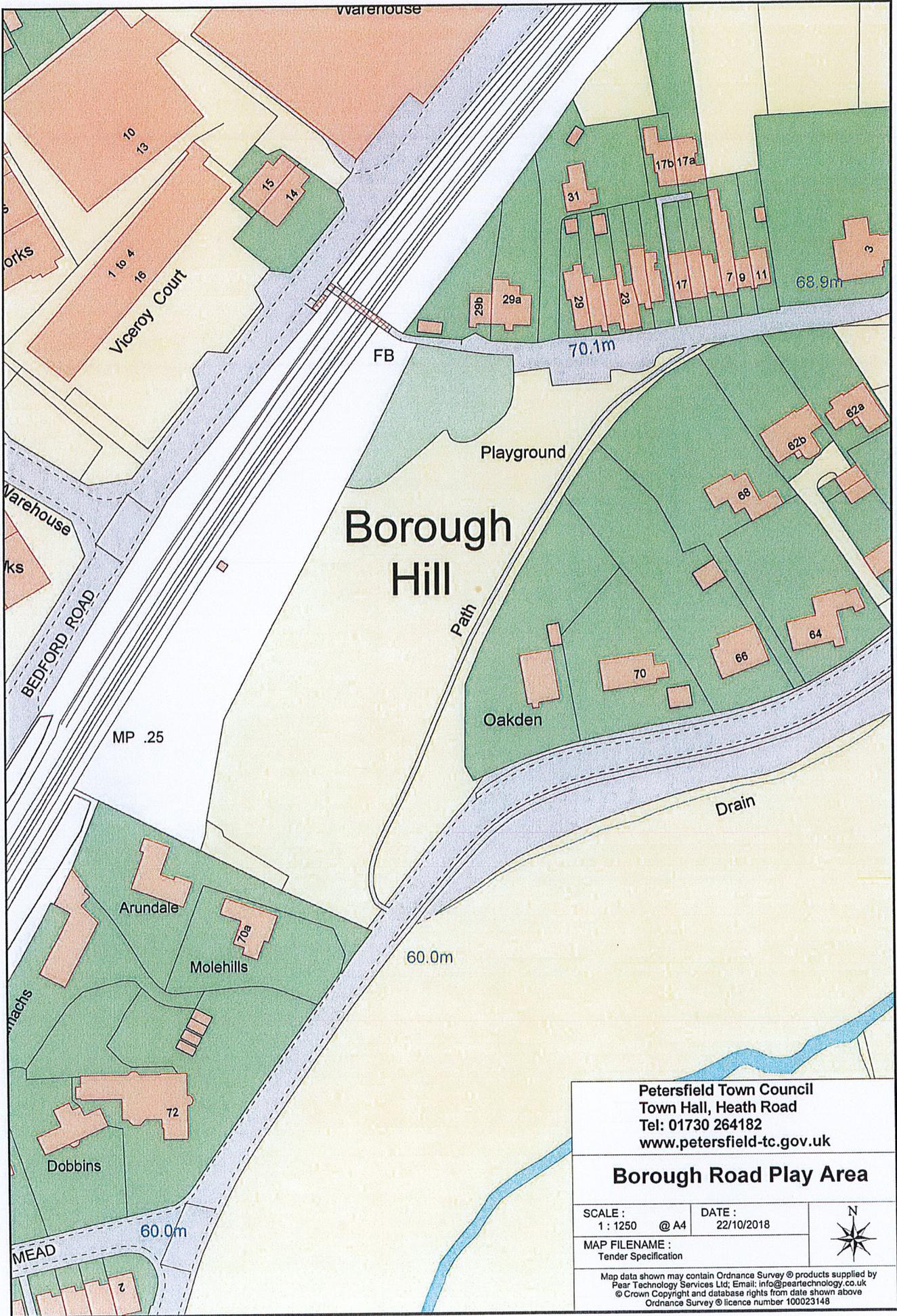
(b) enter into any agreement or arrangement with any person (outside this agreement) that they shall refrain from tendering; that they shall withdraw any tender once offered; or vary the amount of any tender to be submitted.
 - (ii) pay, give or offer to pay or give any sum of money or other valuable consideration directly or indirectly to any person (outside this agreement) for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the work, any act or thing of the described in (i)(a) or (b) above.
3. We further certify that the principles described in “(i) and (ii) above have been, or will be, brought to the attention of all subcontractors, suppliers and associated companies providing services or materials connected with the tender and any contract entered into with such subcontractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.
4. In this certificate, the words:
 - (i) ‘person’ includes any persons and any body or association, corporate or unincorporated;
 - (ii) ‘any agreement or arrangement’ includes any transaction, formal or informal and whether legally binding or not;
 - (iii) ‘the work’ means the work in relation to which this tender is made.

Signature: Dated:

Duly authorised to sign tenders and acknowledges the contents of the Anti-Collusion Certificate for and behalf of:

Address:

.....



Petersfield Town Council
 Town Hall, Heath Road
 Tel: 01730 264182
 www.petersfield-tc.gov.uk

Borough Road Play Area

SCALE : 1 : 1250 @ A4 DATE : 22/10/2018
 MAP FILENAME : Tender Specification



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DRAFT INDICATING DESIGN - NOT TO SCALE



Clamber Stack

Titan Swing

8 no Stepping Logs

Double balance weave

Log Stack

Slalom rope walk

Wobble Bridge

A-Frame

Log Rope

Climb Net

Tarzan

Drop rope traverse

Seat

Litter Bin

Inclusive Roundabout

Rockers