



# Ashby De La Zouch Town Council

## Main Tender Document

### *Provision for new Playground Safety Surfacing and Associated Works.*

To be submitted no later than 15<sup>th</sup> January 2021.

Late submissions will be disregarded.

#### **General Enquiries**

Sports and Play Consulting Limited

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## RESPONSIBLE PARTIES

### **The Employer**

Ashby De La Zouch Town Council  
Legion House, South Street  
Ashby LE65 1BQ

### **Contracts Administrator/s**

Michael Carter (Sports and Play Consulting Limited)  
Jack Fargher (Town Clerk - Ashby De La Zouch Town Council)

## TABLE OF CONTENTS

<b>1. General Requirements .....</b>	<b>4</b>
1.1 Overview and Objective of Project .....	4
1.2 Budget and Costings .....	4
1.3 Non-Consideration of a Tender Response .....	5
<b>2. Contract Conditions.....</b>	<b>5</b>
2.1 Works and Standards.....	5
2.2 Purchase Order and Contract Agreement.....	6
2.3 Insurance .....	6
2.4 Contractor Documentation .....	7
<b>3. Scope of Works.....</b>	<b>7</b>
3.1 Objectives for each facility.....	7
3.3 Specifications .....	14
<b>4. Timetable for Project .....</b>	<b>16</b>
<b>5. Scoring Criteria .....</b>	<b>16</b>
5.1 Scoring Table.....	16



5.2 Scoring Matrix.....	17
<b>6. Procurement Process .....</b>	<b>18</b>
6.1 Type of Procedure.....	18
6.2 Site Meeting with Interested Parties .....	18
6.3 Questions and Clarification .....	19
6.4 Notice of Intent to Bid .....	19
6.5 Consultation or Public Engagement.....	20
6.6 Revisions and Negotiation .....	20
6.7 Decision and Award of Contract .....	20
6.8 Supplier Responses .....	21
<b>7. Named Contact and Consultant for Project.....</b>	<b>21</b>
<b>8. Supplier Submission Checklist and Instructions .....</b>	<b>21</b>
8.1 The Supplier Checklist.....	21
8.2 Delivery of Hard Copies.....	22



## 1. General Requirements

### 1.1 Overview and Objective of Project

Ashby De La Zouch Town Council (The Employer) is seeking a suitably qualified company to replace and upgrade the surfacing at 4 locations. Hood Park is the main site in terms of works and includes some additional requirements as per the 'Scope of Works'.

The sites include:

<b>Site 1:</b>	<b>Hood Park Playground and Skate Park</b>	<b>LE65 1HS</b>
<b>Site 2:</b>	<b>Malvern Crescent Junior Swings</b>	<b>LE65 2NX</b>
<b>Site 3:</b>	<b>Westfields Recreation Junior Swings</b>	<b>LE65 2LE</b>
<b>Site 4:</b>	<b>Willesley Recreation Junior Swings</b>	<b>LE65 2PL</b>

### 1.2 Budget and Costings

- The Town Council has set aside a maximum budget of **£70,000.00 (Ex VAT)**. Submissions may utilise the full allocated budget, however, not exceed it unless deemed necessary to fulfil the minimal brief.
- If however, following the receipt of tenders and a preferred contractor is awarded the project and changes are made to the final budget as variations or revisions, these will fall within the permissible range
- All pricing should be exclusive of VAT and in GBP (£).
- Pricing to be valid for 90 days from the due date of the response.
- Prices will be fixed and firm for the duration of the contract.

- Depending on the submissions, the Town Council may decide to re-allocate portions of the total budget depending on the priorities at each site.

### 1.3 Non-Consideration of a Tender Response

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

Any offence or inappropriate actions by the supplier, including an offence under the Prevention of Corruption Act may result in disqualification. Anything other than “appropriate” contact made to the individuals named 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, materials, equipment and associated works relevant to each Lot which should comply to the appropriate British or European Standards, mainly BS EN 1177.



If there is evidence that the work does not confirm 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/s will enter into an agreement by way of a Purchase Order with Ashby De La Zouch Town Council. In addition, a binding contract (Appendix 3) with agreed terms and conditions will be provided 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, and communications 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 must 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 named Consultant) 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

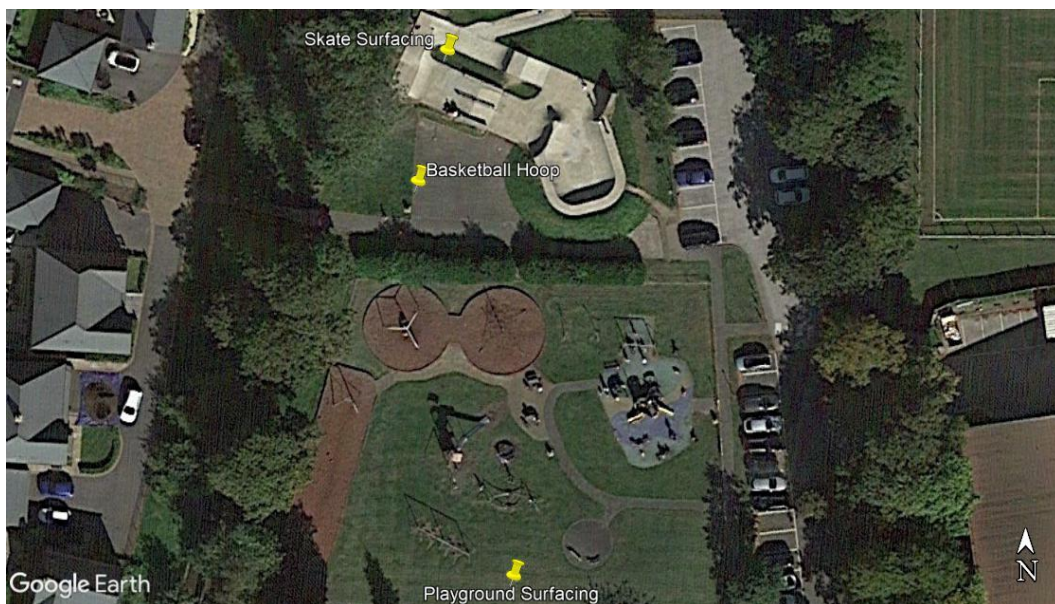
## 3. Scope of Works

### 3.1 Objectives for each site

**Site 1 Hood Park:** The requirements at Hood Park include a few specific items as follows:

- Remove all the existing wetpour and edging under the toddler area, and replace with new base works, wetpour and edging
- Replace the areas which currently have bark underneath with new wetpour or bonded mulch connecting them to the existing tarmac and brick paving to ensure accessibility (with new topsoil and turf where the bark was located and no new surfacing is laid)
- Replace the area under the Kompan Multi Play unit with new bonded mulch which should connect to the recently surfaced area under the slide and supernova

- Remove and dispose of Kompan 'Miram' unit and make good surface or extend new surface over area
- Where possible connect pathways to the existing equipment which recently had wetpour installed such as the Basket Swing
- Replace the grass matting under the Titan with Wetpour and connect this to the circular tarmac area
- Use of colours and design is encouraged based on the age appropriateness of the equipment (more colours in the toddler space)
- Consideration of maintenance such as area that need mowing and use of surfacing that will not deteriorate under high wear areas
- Installation of a new Basketball Hoop and Backboard on the tarmac area next to the Skate Park
- New surfacing on the left, middle and right sides of the Skate Park as shown in the photos using stone to build the area up and ensuring it will still meet the required standards and not cause any hazards













***Site 2: Malvern Crescent***

- Replace the existing grass matting with black wetpour, stone base and edging under the Junior Swings shown in the photo
- Install new chains and toddler seat (in wetpour area) on missing seat



***Site 3: Westfields Recreational Ground***

- Replace the existing grass matting with black wetpour, stone base and edging under the Junior Swings shown in the photo
- Replace Junior Seats showing in photo (and chains if required)





#### **Site 4: Willesley Recreational Ground**

- Replace the existing grass matting with black wetpour, stone base and edging under the Junior Swings shown in the photo



### 3.3 Specifications

Please note that the details provided below are only a guide to assist suppliers with the desired outcome.

Item	Site 1	Site 2	Site 3	Site 4
<b>Preferred Surfacing</b>	Combination of Wetpour (Colour, Fleck or Splashes can be used) plus Bonded Mulch where deemed appropriate (not in high wear areas). <b>New turf to be laid in areas under bark that has not been replaced by the above surfacing.</b>	Black Wetpour	Black Wetpour	Black Wetpour
<b>Base Works</b>	Minimum 100mm Stone Type 1	Minimum 100mm Stone Type 1	Minimum 100mm Stone Type 1	Minimum 100mm Stone Type 1
<b>Removals and Disposal</b>	Any waste material, existing surfacing to be removed and disposed of in a	Any waste material, existing surfacing to be removed and disposed of in a	Any waste material, existing surfacing to be removed and disposed of in a	Any waste material, existing surfacing to be removed and disposed of in a

	licensed facility that is appropriate for that material. Remove and dispose of Kompan 'Miram'. <b>Council will be removing the current bark and wooden edging prior to works or when Heras Fencing is installed. Grass Matting under Titan to be put aside for council to collect</b>	licensed facility that is appropriate for that material.	licensed facility that is appropriate for that material.	licensed facility that is appropriate for that material.
<b>Edging</b>	PCC for Wetpour No edging for Bonded Mulch	PCC for Wetpour	PCC for Wetpour	PCC for Wetpour
<b>Pathways</b>	Connecting existing surfacing and tarmac to play equipment where possible within the constraints of the budget and to improve accessibility	None	None	None
<b>Seating</b>	None	None	None	None
<b>Bins</b>	None	None	None	None
<b>Sign</b>	None	None	None	None
<b>RPII Inspection</b>	Yes	Yes	Yes	Yes
<b>Re-Instatement</b>	Seed and Soil and any damaged property returned to the same or better condition than prior to commencement	Seed and Soil and any damaged property returned to the same or better condition than prior to commencement	Seed and Soil and any damaged property returned to the same or better condition than prior to commencement	Seed and Soil and any damaged property returned to the same or better condition than prior to commencement
<b>Welfare Required</b>	Yes	Yes	Yes	Yes
<b>Additional Requirements</b>	Basketball Hoop and Backboard on existing tarmac next to Skate Park	None	None	None
<b>Optional Repairs (if possible, by contractor)</b>	Zip Wire stopper needs replacing	New Chains and Toddler Seat (swing located on wetpour)	Replace Flat Seats on Junior Swing	No



#### 4. Timetable for Project

Below is the table set out for the project which suppliers will need to confirm they can achieve to ensure the primary deadline is met.

<b>Action:</b>	<b>Date:</b>
Tender Release Date:	Mid November 2020
Site meeting for interested contractors (30-minute slots – max 1 person from each supplier):	Thursday 3rd December 2020
Notification your intention to provide a response and deadline for questions about the tender:	18 <sup>th</sup> December 2020
<b>Tender Submissions Due:</b>	<b><u>Friday 15<sup>th</sup> January 2021</u></b>
Decision on Preferred Supplier/s:	February 2021
Installation Start Date:	Mid-End April 2021

#### 5. Scoring Criteria

##### 5.1 Scoring Table

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

<b>Criteria</b>	<b>Information</b>	<b>Percentage</b>
<b>5.1.1 Project Design (Max 2000 words)</b>	<ul style="list-style-type: none"><li>➤ The focus for this response will be the layout and approach to the design in relation to the safety surfacing at Hood Park</li><li>➤ Inclusivity, longevity, maintenance, and aesthetics will be the principle aspects under review</li><li>➤ Meeting or exceeding the specifications and brief within the tender – please provide checklist</li></ul>	<b>50%</b>



<b>5.1.2 Presentation and Information:</b>	Suppliers are to provide: <ul style="list-style-type: none"> <li>➤ 1 x 3D visual (this is optional however preferred for context)</li> <li>➤ 1 x CAD or scaled Google Map of the design</li> <li>➤ An itemised quotation</li> </ul>	<b>10%</b>
<b>5.1.3 Total Cost:</b>	Scoring will be made according to the overall cost of the design, assuming the minimum specifications of the brief are met. Scoring on cost will be based on increments that are proportionate and fair to the submissions provided from highest to lowest cost as a percentage of the proposed budget. Example: proposals that are within the budget will score an automatic 5/10 then increase based on the increment of submissions. If the cost difference is deemed minimal (i.e. less than 1%) between suppliers, the scoring will be considered equal.	<b>40%</b>

## 5.2 Scoring Matrix

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 to deficient	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 Economically Advantageous Tender.

### 6.1 Type of Procedure

The tender process will be an *Open Procedure, Single Stage Tender*.

### 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 to clarify any questions. However, this is not mandatory, and suppliers are welcome to visit the site at their own convenience without penalty.

Should there be government restrictions or guidance in relation to COVID-19 and site visits are not possible these will be postponed or



cancelled. A maximum of ONE representative from each supplier should attend to minimise any risks from COVID-19 and to keep the process fair between suppliers.

### 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.

If notification of your intent to provide a submission is not sent, or 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 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.

## 6.6 Revisions and Negotiation

If required, the Town Council will engage with the preferred contractor to amend the design or negotiate any changes or costs associated with the submission, however, 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 desired outcome to any major degree.

## 6.7 Decision and Award of Contract

The Employer will be responsible for making the final decision based on the scoring criteria set out in the tender document. All parties who have submitted a formal tender response will be notified of the outcome. An agreement (Appendix 3) will be provided setting out any specific terms and conditions to be signed by both The Employer and The Contractor.



## 6.8 Supplier Responses

The submissions received by each of the suppliers will not be disclosed to other parties and should not be requested by other parties. Only the justification and scoring of the submissions will be provided on request. 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](mailto:Michael@sportsandplayconsulting.co.uk)

## 8. Supplier Submission Checklist and Instructions

### 8.1 The Supplier Checklist

Response
1. Completed Copy of Appendix 1
2. Completed Copy of Appendix 2
3. 1 x CAD as a PDF to be provided in A2 size or as close to this as possible
4. 1 x 3D Design visual to be provided in A2 size or as close to this as possible (Hood Park only and is optional)
5. Response to 5.1.1 and Itemised Quotation
6. An email or electronic transfer should be sent to the consultant, Sports and Play Consulting, <b>in addition to</b> hard copies to the Employer by the due date and time (exception to hard copies will be given should there be restrictions on access to printers or deliveries at that time)



***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

## 8.2 Delivery of Hard Copies

**Hard copies to be delivered to:**

Ashby De La Zouch Town Council  
Legion House, South Street  
Ashby LE65 1BQ  
Attention: Jack Fargher

**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 marked only with:**

**'Tender – Playground Safety Surfacing Project'**

and sent to arrive no later than:

**16:00pm hours, 15<sup>th</sup> January 2021.**