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**Invitation to Tender**

**Design and Build Concrete Skate Park**

**At Ashbrook Open Space**

**Wendover**

**Jan 2023**

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# Introduction

This invitation to tender (ITT) has been prepared by Wendover Parish Council (The Council) inviting proposals for the design and build of a skate park at our Ashbrook Open Space, Aylesbury Road, Wendover, HP22 6LX

Information about the Parish Council can be found at: <https://www.wendover-pc.gov.uk/>

This Invitation to Tender is subject to the following instructions.

# Definitions

* “The Council” – Wendover Parish Council
* “Contractor” – any economic operator as defined by the Public Contracts Regulations 2015 and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
* “Tender group” - Contractors that are a group of economic operators (as above)

# Tender Instructions

## 1. Questions

Queries relating to this tender must be raised by the Contractor, in writing, no later than noon on 21/02/2023 and should be addressed to the Clerk by email to [clerk@wendover-pc.gov.uk](mailto:clerk@wendover-pc.gov.uk)

## 2. Site Visits

The Contractor is assumed to have visited the site to assess the nature of the work, access, topography etc and conducted relevant services/utilities’ checks. Should site visits be required by the Contractor then this should take place well in advance of the tender close date, contact [clerk@wendover-pc.gov.uk](mailto:clerk@wendover-pc.gov.uk) to arrange.

## 3. Insurance

The Contractor must have the following minimum insurance cover in place:

£10m Public Liability Insurance

£5m Employer’s Liability Insurance

£1m Professional Indemnity Insurance

## 4. Deadline for receipt of tenders

All tenders must be securing submitted to the Clerk by email ([clerk@wendover-pc.gov.uk](mailto:clerk@wendover-pc.gov.uk)) by the return date specified in this tender pack (noon on 28/02/2023).

## 5. Tender Groups

## Tenders from groups of Contractors are welcome. However, if you are applying as a Tender group, you must provide details of the organisations that will be involved in delivering the tender and provide a single point of contact, who will also be a single point of accountability.

## 6. Supporting documents

To be considered, tenders must include all the criteria listed below:

* Statement on how the design brief has been interpreted into the design.
* A detailed breakdown of costs for preliminary items and each element that forms the skate park. The maximum value of the contract is £120,000 excl VAT.
* Evidence of insurance cover for Public Liability, Employer’s Liability and Professional Indemnity
* Health and Safety Policy
* Waste Transfer Certificate, along with confirmation that all waste generated will be taken off site

## 7. Business References

In addition to your tender, please include two business references obtained in the last 2 years. Please include the contact names and telephone numbers of referees.

## 8. The Decision

The expected value of this tender is below the OJEU threshold. The process will be a single stage process. The Council is not bound to accept the lowest priced, or any, tender.

## 9. Canvassing

Contractors tendering for this contract must not canvas Members of the Council or its Officers. Any effort to do so will immediately disqualify any tender submitted.

## 10. Notification of Outcome

The Clerk will notify all parties of the outcome of this tender process by email before noon on 13/03/2023.

## 11. Freedom of Information

Please note that all information submitted to the Council may need to be disclosed and/or published by the Parish Council. Without prejudice to the foregoing generality, the Council may disclose information in compliance with the Freedom of Information Act 2002 (the decisions of The Council and their legal advisors in the interpretation thereof shall be final and conclusive in any dispute, difference or question arising in respect of disclosure under its terms), any other law, or, because of judicial order, order by any court or tribunal with the authority to order disclosure.

If you consider that any of the information included in your tender response is commercially confidential, please identify it and explain (in broad terms) what harm might result from disclosure and/or publication. It should be remembered though that, even where you have indicated that information is commercially sensitive, the Council may disclose this information where they see fit. Receipt by the Council of any material marked “confidential”, or equivalent, should not be taken to mean that the Council accept any duty of confidence by virtue of that marking.

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# Specification of Works

1. The contractor will tender for the design and build of a concrete skate park in Wendover including the design, supply, and installation of all equipment with a total value not exceeding £120,000 ex Vat. The Parish Council has secured £40,000 so far and it is expected that with the assistance of the winning tender that the remainder will be secured through various grants and funding streams.

2. These works shall include:

a) Design and Build of a concrete skate park according to the design brief

b) Full design including designs for presentation purposes.

c) Full site clearance, construction, site supervision and project management

d) Supply and installation of appropriate drainage

e) Supply and installation of appropriate signage

f) Supply and installation of all equipment and site furniture

g) Hard and soft landscaping works as included in the design

h) Site access and reinstatement works

i) Provision of necessary CDM regulations provisions

j) Preparation and submission of any necessary plans or documentation

3. At this stage Contractors are invited to submit a draft design to be considered by The Council and the Open Spaces Working Group.

4. The successful Contractor will hold workshop(s) as necessary with the Working Group to work on a final design

5. Contractors may be asked to attend Parish Council meetings in Wendover to provide their technical expertise if required.

6. It is expected that the final design will fall under Permitted Development rights and will not require planning permission.

7. The contractor will develop a communications plan in conjunction with the Project Manager and provide images and information for publicity during the tender and construction period.

8. BS EN 14974:2019 (Skate parks - safety requirements and test methods) shall be adhered to during the design process and the scheme will need to pass the appropriate ROSPA 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 met by them.

9. The Skate park will be located within the area shown on the drawing in Appendix 1 at Ashbrook Open Space, Aylesbury Road, Wendover, HP22 6LX.

10. The completed skate park will be guaranteed against structural failure for the period of 25 years from Practical Completion.

11. The contractor will allow for the supply and installation of two A2 skate park signs. The design, wording, and style of this is to be agreed with The Council.

12. The contractor will provide The Council as a single point of contact for the project.

# Skate park Design Brief

1. The skate park is intended to be for use be all abilities with a particular focus on beginners.
2. The skate park is to incorporate both transition features (small bowl/miniramp, undulations, etc.) and street features (low rails, manny pads, etc.)
3. General fencing around the skate park is not required however transit barriers will be permitted were the tenderer feels that there is a need for a barrier to be installed for safety reasons i.e. to protect pedestrians or prevent users of the skate park conflicting with other users.
4. The design must cater for skateboard and scooters.
5. Skate park design incorporating features constructed below ground will be permitted but must take into account any buried services or features.
6. The maximum height above the existing ground level for any feature included in the skate park design is 1.5 metres.
7. The skate park must have some unique terrain to make the skate park stand out from others in the local area whilst offering many of the expected features of a great skate park.
8. Extend existing path to skate park.
9. Other desirable facilities include:
   * External shelter
   * Litter bins and seating

# Evaluation criteria and scoring matrix

Quotations will be evaluated using *Most Economically Advantageous Tender* criteria. The Council reserves the right to accept the whole or any part of a Quotation.

|  |  |  |
| --- | --- | --- |
| **Criteria** | | **Weighting** |
| **Quality** | **Overall Weighting 80%** | |
| 1 | Professional team, technical expertise, and project management | 35% |
| 2 | Design Concept | 35% |
| 3 | Social Value | 10% |
| **Price** | **Overall weighting 20%** | |
| 4 | Value for money | 20% |

**Price Evaluation**

Price will be evaluated based on the lowest price Quotation achieving the maximum score (expressed as a percentage (%)) for the pricing element. Higher priced Quotations will receive a proportional score based on the amount higher they are than the lowest priced Quotation.

A worked example is set out below. In this example, the maximum available mark for price is 60%, the lowest price (3) is £425 and the higher price (5) is £625.

**NOTE: Example only**

|  |  |  |  |
| --- | --- | --- | --- |
| **Tender** | **Price £** | **Calculation** (lowest price ÷ tendered price) x price weighting (60) | **Points** |
| 1 | 500 | (425 ÷ 500) x 60 | 51 |
| 2 | 622 | (425 ÷ 622) x 60 | 40.98 |
| 3 | 425 | Lowest price | 60 |
| 4 | 440 | (425 ÷ 440) x 60 | 57.90 |
| 5 | 625 | (425 ÷ 625) x 60 | 40.80 |

# Tender Response Form

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**TENDER RESPONSE DOCUMENT**

**Ashbrook Skate Park**

Design and Build of a Skate park in Wendover

Please submit this Tender Response Document and all supporting material by noon on 28/02/2023.

Any tenders received after this time will be excluded from the tendering process.

Tenders should be sent to: [clerk@wendover-pc.gov.uk](mailto:clerk@wendover-pc.gov.uk)

**Details of Contractor** (in the case of Tender Groups this should be the single point of contact)

|  |
| --- |
| Organisation Name: |
| Legal Status (sole trader, limited company etc) : |
| Company registration number: |
| Registered Address: |
| Primary business (if different): |
| VAT registration number: |
| Date of business formation: |
| Are there any court actions and / or industrial tribunal hearings outstanding against your organisation?  If yes, please supply details. |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **NAME** | ***Sub-contractor 1*** | ***Sub-contractor 2*** | ***Sub-contractor 3*** | ***Sub-contractor 4*** |
|  |  |  |  |
| Registered address |  |  |  |  |
| Company registration number |  |  |  |  |
| Registered VAT number |  |  |  |  |
| Summary of the role each sub-contractor will take in providing the works and /or supplies |  |  |  |  |
| The approximate % of contractual obligations assigned to each sub-contractor |  |  |  |  |

**To: Wendover Parish Council**

I/We having read the condition of the 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 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 practice for selective tendering 1989.

I/We understand that I/we are tendering at my/our own expense and that neither the lowest or any tender will necessarily be accepted and that Wendover Parish 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 the receipt of the tenders.

Signed……………………………………………………………………………………………… Date……………………………………

Name………………………………………………………………………………………………. Position……………………………..

For and on behalf of………………………………………………………………………………………………………………………….

Address……………………………………………………………………………………………………………………………………………..

E-mail Address…………………………………………………………………………………………………………………………………..

Telephone Number……………………………………………………………………………………………………………………………

Details of referees for whom I/we have provided comparable services within the last three years and who are prepared to be contacted by the Council are:

|  |  |
| --- | --- |
| Name:  Address:  Telephone:  Email:  Value of contract: | Name:  Address:  Telephone:  Email:  Value of contract: |

**CERTIFICATE OF BONA FIDE TENDER**

**For the Design and Build Concrete Skate Park at Ashbrook Open Space**

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 bon a 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 at any time before the hour and date specified for the return of this tender, any of the following acts:

* Communicating to a person other than that the person calling for those tenders the amount or approximate amount of the proposed tender, except where the disclosure, of the approximate premium quotations required for the preparation of the tender.
* Entering into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender bid submitted.
* 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, anybody, or association, corporate or unincorporated 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……………………………………………………………………………………………………………………………………..

On and behalf of…………………………………………………………………………………………………………………..

# Appendix 1 – Maps

The highlighted green area below is the location of the Skate Park the red line indicates a public right of way.

