



**HYNDBURN**

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# TENDER DOCUMENTS:

Milnshaw Park Play Area

October 2018

**HYNDBURN BOROUGH COUNCIL**

**COMMUNITY SERVICES**

Willows Lane Depot

Willows Lane

Accrington

BB5 0RT

Telephone : 01254 356206

[mark.pickup@hyndburnbc.gov.uk](mailto:mark.pickup@hyndburnbc.gov.uk)



**SECTION**

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**SECTION 1**

**INSTRUCTIONS TO TENDERERS**

## 1.0 INSTRUCTIONS TO TENDERERS

- 1.1 The details of this Tender Document shall be treated as private and confidential.
- 1.2 The Council shall be entitled to cancel the Contract and to recover from the Contractor the amount of any losses resulting from such cancellation if the Contractor shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Contract or any other Contract with the Council or if the like acts shall have been done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) or if in relation to any Contract with the Council, the Contractor, or any person employed by him or acting on his behalf shall have committed any offence under the Prevention of Corruption Acts 1889-1916, or shall be given any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.
- 1.3 The following sections shall be completed fully and in ink:-
  - (i) Schedule of Sub-Contractors
  - (ii) The Form of Tender
  - (iii) The Restrictive Practices Certificate
  - (iv) Contractors Equalities undertaking
- 1.4 Unless confirmed in writing by the Engineer, no elucidation, exploration or other comment of any sort whatsoever given to persons quoting, concerning any of the Contract Documents or these Instructions or any other matter or thing shall bind the Employer to bind or fetter judgement or discretion of the Engineer under the Contract in the exercise by him of his powers and duties under the Contract.
- 1.5 The Contractor shall examine carefully the contract documents and also visit the site so as to make himself thoroughly acquainted with the various works to be executed, the nature of the ground and the means of access etc before he makes up his tender, as no allowance whatsoever will be made for any alleged deficiency.
- 1.6 Site Investigation Reports, where applicable and statutory undertakers service drawings are available upon request from Mark Pickup (01254) 356206 mark.pickup@hyndburnbc.gov.uk
- 1.7 Where the Construction (Design and Management) Regulations 2015 apply, the Contractor will be the Principal Contractor and he must carry out all his duties contained therein. The Contractor shall price for the administrative functions of these regulations. Safety during construction shall be deemed to be within the price indicated for the Work.

- 1.8 All persons tendering must do so at their own cost and the Council does not bind itself to accept the lowest or any Tender.
- 1.9 One copy of the Contract Documents, duly completed and signed, shall be placed within a sealed self addressed envelope this envelope should then be placed in a second sealed envelope and delivered to Parks Department, Hyndburn Borough Council, Willows Lane Depot, Willows Lane, Accrington, Lancs, BB5 0RT on or before the date referred to in the covering letter (Invitation to Tender). The envelope or cover must not bear any mark indicating the sender but should be endorsed with the scheme title and date for return.
- 1.10 Tenders shall remain open to acceptance for a period of three months from the date for return of Tenders.
- 1.11 The following quantities are approximate only and should be so regarded. They are given for the purpose of enabling the Contractors to mark out their Tenders on an equal basis and to enable the Council to compare the same, but they are not to be taken as a guarantee that the exact quantities billed will be executed or required.
- 1.12 The Contract will be awarded subject to the submission and approval of a Safety Plan that has been developed to the satisfaction of the Engineer.



## **SECTION 2**

### **CONDITIONS OF CONTRACT**

## 2.0 INTRODUCTION

The project is to provide a new childrens play area including the installation of play equipment, railings and wetpour safety surfacing.

The following shows the timescale to be adopted in relation to this Contract.

Tender to be returned by 2.00pm Monday 19<sup>h</sup> November, 2018

Late November 2018	Tenders opened
Mid December 2018	Contracts issued
February 2019	Mobilisation and work started
Mid April 2019	Work to be completed

Queries regarding the Tender Document should be addressed to the contract administrator:

Mark Pickup at Hyndburn Borough Council  
Willows Lane, Accrington, Lancs, BB5 0RT  
Telephone direct dial: 01254 356206,  
Email: [mark.pickup@hyndburnbc.gov.uk](mailto:mark.pickup@hyndburnbc.gov.uk)

## 2.1 Conditions of Contract

For this scheme the Conditions of Contract shall be the Institute of Civil Engineers, Conditions of Contract, Minor Works, 3<sup>rd</sup> Edition April 2001

The above documents can be viewed by appointment at the Hyndburn Borough Council Offices, Willows Lane, Accrington, Lancs, BB5 0RT.

## 2.2 Scope of Work

To install play equipment, safety surfacing and railings as per the drawings and specification supplied.

## 2.3 Site Details

Milnshaw Park Accrington BB5 4SD

The play area is located in Milnshaw Park, Accrington.

## 2.4 Site Visit

The area is public open space although to arrange a formal visit contact the contract administrator Mark Pickup at Hyndburn Borough Council, Willows Lane, Accrington, Lancs, BB5 0RT. Telephone: direct dial 01254 356206  
Email: [mark.pickup@hyndburnbc.gov.uk](mailto:mark.pickup@hyndburnbc.gov.uk)

**SECTION 3**

**ICE CONDITIONS OF CONTRACT FOR MINOR WORKS  
APPENDIX TO THE CONDITIONS OF CONTRACT**

**ICE CONDITIONS OF CONTRACT FOR MINOR WORKS**

**APPENDIX TO THE CONDITIONS OF CONTRACT**

(to be prepared before tenders are invited and to be included with the documents supplied to prospective tenderers).

1. Short description of the work to be carried out under the Contract

**The project is to provide a new play area including the installation of play equipment, railings and safety surfacing.**

2. The payment to be made under Article 2 of the Agreement in accordance with Clause 7 will be ascertained on the following basis:

**Measure and value using a Tendered Fixed Price**

3. Where a Bill of Quantities or a Schedule of Rates is provided the method of measurement used is: n/a

4. Name of Engineer (Clause 2.1)

**Mark Pickup**

5. Starting date (if known) (Clause 4.1)

6. Period for completion (Clause 4.2)

**8 weeks**

7. Period for completion of parts of the Works if applicable and details of the work to be carried out within each such part (Clause 4.2)

Details of Works

Period for Completion

Part A  
Part B  
Part C

8. Liquidated damages (Clause 4.6)

**£250 per week**

9. Limit of liquidated damages (Clause 4.6)

**£3000.00 (12 weeks)**

10. Defects Correction Period (Clause 5.1)

**12 months**

11. Rate of retention (Clause 7.3)  
**5%**
12. Limit of retention (Clause 7.3)  
**2.5%**
13. Minimum amount of interim certificate (Clause 7.3)  
**£10,000.00**
14. Bank whose base lending rate is to be used (Clause 7.8)  
**NatWest Bank plc**
15. Insurance of the Works (Clause 10.1)  
**£10m Employers Liability                      Required**
16. Minimum amount of third party insurance (persons and property) (Clause 10.6)  
**£10m (Public Liability) for each and every occurrence   Required**
17. Name of the Principal Contractor (Clause 13(1)(b))  
**To be appointed**
18. The Arbitration Procedure to be used is (Clause A.11(a))  
**“The Institution of Civil Engineers’ Arbitration Procedure (1997)”**



**SECTION 4**

**FORM OF TENDER  
RESTRICTIVE PRACTICES CERTIFICATE  
SCHEDULE OF SUB-CONTRACTORS  
CONTRACTOR EQUALITIES UNDERTAKING**

**BOROUGH OF HYNDBURN**

All permanent and temporary works in connection with the installation of a new play area within Milnshaw Park.

**FORM OF TENDER**

**(Note the appendix forms part of the Tender)**

To : Hyndburn Borough Council  
Willows Lane Depot  
Willows Lane  
Accrington  
Lancashire  
BB5 0RT

Dear Sir or Madam:

Having examined the Drawings, Conditions of Contract, Specifications, and Bill of Quantities for the construction of the above mentioned works (and the matters set out in the Appendix hereto), we offer to construct and complete the whole of the said works and maintain the Permanent Works in conformity with the said Drawings, Conditions of Contract, Specification and Bill of Quantities for such sum as may be ascertained in accordance with the said Conditions of Contract.

We undertake to complete and deliver the whole of the Permanent Works comprised in the Contract within the time stated in the Appendix hereto.

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.

We understand that you are not bound to accept the lowest or any Tender you may receive.

Yours faithfully

Signature..... Company.....

Address.....

.....

Telephone.....

Date.....

To see more about how we record and store your information please see the [Council's privacy notice](#).

**FORM OF TENDER (APPENDIX)**

(NOTE: Relevant Clause numbers are shown in brackets)

Appendix- Part 1 (To be completed prior to the invitation of Tenders)

1. Name of Employer [Clause 1 (1)(a)] The Council of the Borough of Hyndburn  
Address: Council Offices, Scaitcliffe House, Ormerod Street, Accrington,  
Lancs BB5 0PF
2. The name of the Engineer [Clause 1(1)(c)] Mr D. Turner, Head of Engineering  
Services  
Address; Willows Lane Depot, Willows Lane, Accrington, Lancs, BB5 0RT
3. Defects correction period [Clause 1(1)(a)] **52 weeks**
4. Number and type of copies of drawings to be provided[Clause 6(1)(b)]  
**2 copies**
5. Contract Agreement (Clause 9) **Required**
6. Performance Bond (Clause 10 (1) ) **Not Required**
7. Minimum amount of third party insurance(persons and property)  
(Clause 23(3)) **£10,000,000** each and every  
occurrence
8. Works commencement date (Clause 41(1)(a)) **To be confirmed**
9. Time for completion (Clause 43) for the whole of the works **8 weeks**
10. Liquidated damages for delay (Clause 47) for the whole of the works  
**£250 per wk**
11. Vesting of materials not on site(Clause 54(1) and 60(1)(c))  
1. .... 2. ....
12. Method of Measurement adopted in preparation of Bill of Quantities  
(Clause 57) **Priced schedule of rates**
13. Percentage of value of goods and materials to be included in Interim  
Certificates (Clause 60(2) (b)) **Nil**
14. Minimum amount of Interim Certificate (Clause 60 (5)) **£5,000**

- 15. Rate of retention (Clause 60 (5)) **5%**
  
- 16. Limit of retention (Clause 60 (5))
  - For Tender Total not exceeding £50,000 **£1,500**
  - For Tender Total exceeding £50,000 **2.5%**
  
- 17. Bank whose Base Lending Rate is to be used (Clause 60 (7)) National Westminster Bank PLC
  
- 18. Requirements for prior approval of Employer before Engineer can act. DETAILS TO BE GIVEN AND CLAUSE NUMBER STATED (Clause 2(1)(b))
  - .....
  - .....
  
- 19. Name of Planning Supervisor (Clause 71 (1) (b) ) N/A
  
- 20. Name of Principal Contractor [Clause 71 (1) (b) ] .....
  - .....
  - .....
  - .....



**HYNDBURN BOROUGH COUNCIL**

**RESTRICTIVE PRACTICES**

I/ We declare that I/We will not be party to any scheme or arrangement under which:-

- (a) the amount of this Tender or Quotation is communicated to any body or outside person before the Tender or Quotation is considered by the Committee; or
- (b) any other Tenderer or person submitting a Quotation for the same work is reimbursed any part of his costs of tendering or quoting.
- (c) This Tender Price or Quotation is adjusted by reference, directly or indirectly to the prices of any other Tenderer or person submitting a Quotation for the same work.

Signed.....

For.....

Of.....

.....

**N.B.** The Tender or Quotation will not be accepted unless the above declaration is completed and attached to the form of tender or Quotation.

To see more about how we record and store your information please see the [Council's privacy notice](#).

**SCHEDULE OF SUB CONTRACTORS**

The Contractor must fill in below the names of all sub-contractors he proposes to employ: -

NAME OF FIRM	ADDRESS	NATURE OF PROPOSED SUB-CONTRACTOR

Signed .....

For : .....

Of: .....

.....

.....

Date .....

To see more about how we record and store your information please see the [Council's privacy notice](#).

## **Hyndburn Borough Council Contractor Equalities Undertaking**

We, the undersigned, agree to abide by all of the statements contained in this undertaking whilst we are employed as a contractor by Hyndburn Borough Council (“the Council”). We agree that the statements made in this undertaking will form part of our contract with the Council

- We will treat our employees, and the Council’s employees, and customers, with dignity and respect. We will provide a working environment free from unlawful discrimination, victimisation or harassment on the grounds of gender, sexual orientation, marital status, nationality, ethnic origin, religious belief, age, disability and health;
- We will abide by all the equality legislation to ensure that our behaviour is not unfairly discriminatory. The equality legislation states that it is unlawful in employment or in the provision of business and services to discriminate directly or indirectly on the grounds of sex, marital status, race, colour, ethnic or national origin, disability or health. We understand that we must comply with this legislation and that ignorance of the law is no defence.
- We acknowledge that the Council will not tolerate acts which breach any of the statements made in this undertaking or any of the equality legislation. We accept that instances of such behaviour may be investigated by the Council and may lead to the termination of our contract with the Council.

Signed .....

On behalf of (contractor) .....

Date .....

NB: the equality legislation includes Sex Discrimination Act 1986, Race Relations (Amendment) Act 2000, Disability Discrimination Act 2005, Human Rights Act 1998, Employment Equality (Sexual Orientation) Regulations 2003, Employment Equality (Religion / Belief) Regulations 2003

## **SECTION 5**

**SPECIFICATION (See separate file)**



**SECTION 6**

**HEALTH AND SAFETY PLAN  
FOR  
THE INSTALLATION OF A PLAY AREA**

## 6.0 INTRODUCTION TO HEALTH AND SAFETY PLAN

The plan is intended to make clear to Tenderers the Health and Safety issues involved in the project to enable them in submitting their prices to take into account any implications and propose suitable methods for managing the work.

Tenderers should submit their prices on the basis of the Health and Safety Plan or agree changes to it with the Principle Designer.

The successful Tenderer will be charged with developing the Plan to respond to specific issues raised and also to incorporate the approach to be used for managing Health and Safety on site during the construction phase. The development of the Plan will be required to be carried out by the successful Tenderer and the revised Plan accepted by the Principle Designer is satisfactory.

The Plan will be reviewed and modified as and when necessary to reflect any changing situations or standards as the construction work proceeds.

### 6.1 Nature of the Project

Client: Hyndburn Borough Council  
Willows Lane  
Accrington  
Lancs  
BB5 0RT

Designer: Hyndburn Borough Council  
Parks and Cemeteries  
Willows Lane  
Accrington  
Lancs  
BB5 0RT

### 6.2 Project Timescale

Tender to be returned by 2.00pm Monday 19<sup>h</sup> November, 2018

Late November 2018	Tenders opened
Mid December 2018	Contracts issued
February 2019	Mobilisation and work started
Mid April 2019	Work to be completed

### 6.3 Project Location

Milnshaw Park BB5 4SD

The play area is to be located in Milnshaw Park, Accrington.

#### **6.4 Project Description**

The project is to provide a new play area including the installation of play equipment, railings and safety surfacing.

#### **6.5 Site Element**

- Design and execution: The execution of the proposed works entails the following potential hazards which will not be considered to form an exhaustive list: Underground services, Gas, Electric, Water, Sewerage and Telecommunications
- Number of contractors staff: The appointed contractor is to advise of the maximum number of people who will be working on the site
- No other contract will be in force and the only persons on site will be those known to the Principal Contractor
- Existing Drawings: Contract drawing relate to the scheme
- Drawings indicating the location of public utility mains are supplied for guidance only and updated versions are available from the utilities concerned
- Permission for skip locations must be sought from Hyndburn Borough Council and the appropriate licenses obtained
- The Contractor shall provide and maintain barriers to designate work areas from none work areas and ensure that the pedestrian and vehicular movement around the perimeter of the site is safe

#### **6.6 Client Undertaking**

- a) The contract period will be approximately 8 weeks.
- b) Before the Contract Documents are completed and prior to commencing work on site, the Contractor is to produce a programme of works commencing at the Date of Possession through to Completion.
- c) The Contractor shall nominate a suitable and senior person (to be approved by the Engineer) who will liaise with the Engineer for the duration of the project.
- d) The Contractor is to exercise extreme care whilst executing the Work and is to carry out all the necessary protection to ensure that damage does not occur to the properties adjacent to the site. Should any such goods or property be damaged then the Contractor will be responsible for repairing or replacing the item concerned and shall indemnify the Employer against all claims for damaged goods or property.

- e) The adjoining Recreation Ground will remain operational during the course of the contract. The Contractors work must be conducted in such a manner and at such times so as to avoid (as far as its reasonably practicable) any interference or disturbance with the normal everyday activities of the surrounding occupants and must ensure at all times uninterrupted access to any dwelling.
- f) The Contractor is to exercise extreme care in executing the Works to ensure the complete safety of any other persons on or about the site.
- g) The Contractor is reminded that drainage, electricity, water and gas services etc may be in the vicinity of the works.

**6.7 Site Rules**

- a) The Contractor shall confine his working hours from 0800hr to 1700hrs during the normal working week. Weekend or overtime working will only be allowed when the Contractor has received the express permission of the Engineer. Any requests for overtime working shall be made at least 24 hours in advance. If permission to work overtime is granted, no additional payment will be made by the Employer.
- b) Rubbish and debris shall be removed from the site and the vicinity as soon as possible and on no account will it be allowed to accumulate.
- c) The Contractor is to be responsible for general site cleanliness around storage areas, skip locations, roads and footpaths generally.

**6.8 Continuing Liaison**

- a) Any extra requirements e.g. Client requirements, design changes, etc; throughout the Contract will be authorised initially on site by the Principle Designer in the form of a Site Direction and then formalised within 7 working days by the Principle Designer.
- b) Procedure for unseen events and amended requirements:-

The work will be subject to a contract using the Institution of Civil Engineers Conditions of Contract for Minor Works and Specification issued by the Head of Engineering Services, Hyndburn Borough Council. In accordance with the Conditions of Contract further drawings, specifications and instructions may be issued at any time during the Works and Health and Safety file must allow for the incorporation of these.

**6.9 Hazard Identification and Risk Assessment for Designer**

- Risks to the contractor:

--	--	--	--	--

Type of Hazard	Yes/No	Particular Hazard	Risk H/M/L	How to reduce risk
Overhead, underground, hidden services – gas, water, electric, etc	Yes	Possibility	M	Care taken to avoid underground utilities, use service drawings
Trips, slips, minor falls	Yes	Possibility	M	Guard excavations
Strains from heavy loads	Yes	Possibility	M	Safe lifting procedures
Noise	Yes	Possibility	L	Ear protectors
Welding, cutting	Yes	Possibility	M	General applicable safety guidelines

- Risks to the users or public/access during the works:

Type of Hazard	Yes/No	Particular Hazard	Risk H/M/L	How to reduce risk
Trips, slips, minor falls	Yes	Possibility	H	Guard site boundaries
Welding, cutting	Yes		M	General applicable safety guidelines

### 6.10 Health and Safety at Work

The Contractor shall give details of any improvements, prohibitions or other statutory notices served by any prosecution or other proceedings brought by the Health and Safety Executive, a Local Authority or any other person under or in relation to the Health and Safety at Works etc Act 1974 or regulations made pursuant to them in the period of three years previous to the date of this Tender.

### 6.11 Utility Drawings

The utility details included are water, electricity, gas and sewerage. Underground utility plans are given as guidance and should not be taken as purely accurate.



**SECTION 7**

**ICE CONDITIONS OF CONTRACT FOR MINOR WORKS**

**AGREEMENT**

## **ICE CONDITIONS OF CONTRACT FOR MINOR WORKS**

### **AGREEMENT**

**THIS AGREEMENT** is made the                      day of                      20

between Hyndburn Borough Council

of Scaitcliffe House

Ormerod Street, Accrington, BB5 0PF

(called the 'Employer') of the one part

and

of (or whose registered office is at)

(called the 'Contractor') of the other part

**WHEREAS** the Employer wishes to have carried out the following

provide a children's play area including the installation of play equipment, railings and safety surfacing.

### **NOW IT IS HEREBY AGREED AS FOLLOWS:**

#### **Article 1**

The Contractor will subject to the Conditions of Contract perform and complete the Works.

#### **Article 2**

The Employer will pay the Contractor such sum or sums as shall become payable under the Contract and in accordance with the Conditions of Contract.

#### **Article 3**

The following documents shall be deemed to form and be read and construed as part of this agreement, namely:-

The Contractor's Tender (excluding any general or printed terms contained or referred to therein unless expressly agreed in writing to be incorporated in the Contract).

The Conditions of Contract

The Appendix to the Conditions of Contract

The Drawings, Reference Numbers:

- 169 – 01 Location Plan
- 169 – 02 General Arrangement Drawing
- 169 – 03 Railings detail

The Specification

The Bill of Quantities

**SIGNED** on behalf of the said ..... Ltd/plc (the Employer)

Signature .....

Position .....

In the presence of .....

**SIGNED** on behalf of the said ..... Ltd/plc (the Contractor)

Signature .....

Position .....

In the presence of .....

To see more about how we record and store your information please see the [Council's privacy notice](#).



**SECTION 8**

**LOCATION**



**SECTION 9**

**BILL OF QUANTITIES  
AND SUMMARY**

## **9.0 Preamble to the Bill of Quantities**

### **Site Access**

The play area is located at Milnshaw Park, Accrington. Access into the park is from Lancaster Avenue through the main park gates. A lockable vehicle barrier is at the entrance and the contractor would be issued with a key for the barrier while carrying out the work.

The contractor should familiarize themselves with the access arrangements prior to submitting a tender. The park will remain open during the works and is popular with local people for dog walking and as a cut through between different parts of the town.

Safe working practices must be developed in the construction phase health and safety plan prior to the works. The contractor must provide warning signs along the prescribed access routes at intersections of adjoining paths to warn pedestrians of the presence of contractor's vehicles. A banks man will be expected any reversing maneuvers and a strict 5mph speed limit will be in operation within the park for the duration of the works and any driver found to be operating in contravention of this limit will be asked to leave site.

**Summary of Tender**

Provision of a new play area  
At Milnshaw Park (excluding Vat) .

£ \_\_\_\_\_

Signed \_\_\_\_\_

For and on behalf of

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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