

Thame Town Council



Invitation to Tender

Elms Park Play Area

Closing date and time for submission of tenders:

8 December 2023 – 12:00 midday

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Invitation to Tender

Play Area at Elms Park, Thame, OX9 3HX

SECTION 1 - SUMMARY

1.1 Introduction

- 1.1.1 You are invited to submit a quotation for the design and installation of a playground, including play equipment, surfacing, benches and bins, at Elms Park in Thame.

1.2 Background information

- 1.2.1 Elms Park is an historic park covering approximately 6.736 acres which was originally gifted to the people of Thame in 1948 by Leonard Purser of The Elms, Thame. Elms Park is situated in a conservation area in the south of Thame, adjacent to John Hampden primary school. The park is used by a wide section of the community and includes a multi-use games area (MUGA) and a children's play area.
- 1.2.2 The current play area is approximately 1,389m² and was installed in the 1970s and has fallen into disrepair. The Council wishes to use this opportunity to renovate the play area and maximise the potential of the site.
- 1.2.3 The Council undertook a public consultation in 2016 and again in 2021, and the results of the 2021 exercise are included in the Tender Pack.

1.3 Scope of work

- 1.3.1 The work will consist of
- Detailed designs for the playground, including drawings and specifications
 - Working in collaboration with the Town Council to undertake a public consultation on the draft designs and to amend them accordingly
 - Obtaining all necessary permissions, licences and approvals to undertake the work
 - Removing and disposing of the existing play equipment and fencing
 - Installing the new play equipment
 - Installing new surfacing
 - Installing benches, tables and bins
 - Installation of new fencing and a gate to the playground area
 - Associated landscaping to dress the playground
 - Equipment and workmanship warranties and support for ongoing maintenance

1.4 Anticipated value

- 1.4.1 The anticipated value of the contract is £100,000, with a c.10% allowance either side.

SECTION 2 – TENDER PROCESS

2.1 General requirements

- 2.1.1 Quotations must be submitted in accordance with the following instructions and conditions. Any bidders that do not comply with these instructions or conditions may have their quotation rejected.

2.2 Timetable

- 2.2.1 The procurement process is intended to follow the timetable below:

1	Invitation to tender issued	Wednesday 1 November 2023
2	Clarifications submitted by	Wednesday 8 November 2023
3	Final clarifications circulated	12 Noon Monday 13 November 2023
4	Deadline for responses – to be opened by the Mayor and Town Clerk.	12 noon Friday 8 December 2023
5	Shortlisting, clarifications, evaluation and scoring of tenders. Any interviews or presentations will take place during this time (as per 2.2.3).	11 December – 19 December 2023
6	Final award and notification to all contractors	Wednesday 20 December 2023
7	Initial project meeting	W/C 1 January 2024
8	Target Contract start	Monday 8 January 2024
9	Target practical completion date	Thursday 7 March 2024
10	Alternative practical completion date (if planning permission required)	Thursday 2 May 2024

- 2.2.2 Please note that the Council reserves the right to amend steps 5 onwards of the timetable, and they are provided for indicative purposes only. The Council also reserves the right to not award the contract and / or to amend the specifications and conditions.
- 2.2.3 Following submission of written quotations, bidders who are within 15% of the initial top score may be asked to attend one or more interviews or make a presentation to the evaluation panel. This will help to clarify any points arising from the responses. Actual dates for presentation will be agreed with bidders in due course and may be held in person or via Teams/Zoom.
- 2.2.4 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 the bids received. In any event, should the evaluation panel, in its reasonable judgement, identify a fundamental failing or weakness in a quotation submitted then that quotation may, regardless of its other merits, be excluded from further consideration.

2.3 Submission of quotation

2.3.1 The deadline for receipt of quotations is detailed above.

2.3.2 Submissions of the tender response form, price schedule and supporting documents must be made by email by the closing date (see the Timetable above) to andrea.oughton@thametowncouncil.gov.uk.

2.3.3 Any queries relating to your tender should be sent to andrea.oughton@thametowncouncil.gov.uk by the date specified above.

2.3.4 All questions and responses which are considered by the Council to be of a substantive nature will be distributed to all potential bidders prior to the quotation return date.

2.3.5 The Council does not bind itself to accept the lowest or any quotation.

2.3.6 Bidders must ensure that any other information that has been requested to support your tender has been included. Failure to return all documents requested may be deemed as a non-compliant tender.

2.3.7 Your tender must remain open for acceptance for a minimum of 60 days.

2.3.8 The successful bidder must not undertake any work without written notification that they have been awarded the contract.

2.4 Tender Evaluation Criteria

2.4.1 Suitability Assessment Questions

2.4.1.1 Several suitability assessment questions within the Tender Response Form will need to be answered satisfactorily for your quotation to be considered:

Section 2 – Grounds for mandatory and discretionary exclusion

Section 3, Part 1 – Technical and professional ability

Section 3, Part 2 – Quality assurance / data security

Section 3, Part 3 – Insurance

Section 3, Part 4 – Compliance with equality legislation

Section 3, Part 5 – Environmental Management

Section 3, Part 6 – Health and Safety

2.4.1.2 Quotations meeting the above criteria will be further assessed using the evaluation criteria as detailed in 2.4.2 below (quotations which do not meet the above criteria will fail and be disqualified from further consideration).

Award Criteria

2.4.1.3 Award is the process that considers the extent to which the applicant's bid delivers the most economically advantageous solution to the Town Council's requirements and as such applicants' responses to the questions asked should give a clear indication of what the organisation is offering for the quoted price.

2.4.1.4 The Town Council has not provided a word limit for responses to the award questions. However, the Town Council would like to inform applicants that responses should be relevant to the question and be proportionate in length. Supporting information may be submitted, provided that it is clearly referenced in the question to which it relates and appended to the main bid.

2.4.1.5 The following Award Criteria and weightings will be applied in the evaluation of the Applicants response:

Evaluation Criteria Breakdown		Means of Evaluation	
		Sub Criteria	Main Criteria
Criteria: Quality			60%
Design of the play site in line with the specification and objectives of the tender	20%		
Delivery against the specification and objectives of the tender	20%		
Fulfilling the commitments of the Preambles	20%		
Criteria: Price			30%
This will be the total sum of the submitted prices in the Price Schedule.			
Criteria: Social Value			10%
TOTAL			100%

Scoring Guidelines

2.4.1.6 The questions asked of applicants as part of their response to the tender shall be scored using the marking system described within this section. Applicants should refer to the Council's requirements to ensure that they include how these will be met. All scored question shall be evaluated in accordance with the guidelines below:

Scoring Matrix for Quality Criteria		
Score	Judgement	Interpretation
5	Excellent	Exceptional demonstration of the relevant ability, understanding, experience / expertise, skills, resource and/or quality measures required to provide the services. Full evidence provided where required to support the response.
4	Good	Above average demonstration of the relevant ability, understanding, experience / expertise, skills, resource and/or quality measures required to provide the services. Majority evidence provided to support the response.
3	Acceptable	Demonstration of the relevant ability, understanding, experience / expertise, skills, resource and / or quality measures required to provide the services, with some evidence to support the response.
2	Minor Reservations	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 evidence to support the response.
1	Serious Reservations	Considerable reservations of the relevant ability, understanding, experience / expertise, skills, resource and / or quality measures required to provide the services, with little or no evidence to support the response.
0	Unacceptable	Does not comply and/or insufficient information provided to demonstrate that there is the ability, understanding, experience / expertise, skills, resource and / or quality measures required to provide the services, with little or no evidence to support the response.

Commercial / Price Evaluation

2.4.1.7 The pricing document contains the details and requirements relating to the price element of this tender. This may include, but is not limited to, the inclusion of specific instructions, documents, templates, pricing structures, etc for the Applicants to return as part of their response.

2.4.1.8 Price shall be evaluated using the following scoring methodology, the tenderer's prices will be scored on a comparative basis. For example:

This will be done by recording the lowest price submitted by any of the Tenderers, then for each Tenderer, dividing this lowest price by the Tenderers' price and then multiplying it by the allocated weighting. The equation set out below explains this in a simpler way:

$$(\text{Lowest Price} \div \text{Tenderer's price}) \times \text{Weighting} = \text{Score}$$

2.4.1.9 To accompany the above there is a worked example below to help explain this. The example assumes only 3 prices were submitted:

	L	W	Tenderer 1		Tenderer 2		Tenderer 3	
Evaluation Elements	Lowest Submitted price (£)	Weighting (%)	Tendered Price	Score	Tendered Price	Score	Tendered Price	Score
Total Sum	£110,000	30	£110,000	30	£130,000	25.5	£120,000	27.6
Total Score				30%		25.5%		27.6%

Example summary of totals scores: Evaluation elements	Tenderer 1	Tenderer 2	Tenderer 3
Quality (60%)	52	55	55
Price (30%)	30	25.4	27.6
Social Value (10%)	7	9	10
Total Score	89%	89.4%	92.6%

2.4.2 Winning Quote

2.4.2.1 The preferred bid, subject to any clarifications, shall be the one which scores the most points overall.

2.4.3 Freedom of information

2.4.3.1 Information in relation to this quotation may be made available on demand in accordance with the requirements of the Freedom of Information Act 2000. Any information submitted as part of the tender may be made available to the public through public consultation, or through the reports and proceedings of the Council's Full Council and committee meetings.

2.4.3.2 Bidders should state if any of the information supplied by them is confidential or commercially sensitive or should not be disclosed in response to a request for information under the Act. Bidders must provide justifications why they consider the information to be confidential or commercially sensitive and for how long.

2.4.3.3 Bidders acknowledge that neither an assertion nor the provision of justifications pursuant to the above clause constitutes a guarantee that the information will not be disclosed by the Council, pursuant to a valid request made under the Act.

SECTION 3 - SPECIFICATION

3.1 Design requirements

- (a) Play equipment must include:
 - (i) **Slide (wider slide)**
 - (ii) Multiple **swings**, including those suitable for adults
 - (iii) High-level **climbing frame**
 - (iv) including climbing ropes / nets and possibly a fireman's pole or similar
 - (v) An **obstacle course**, perhaps linking to the climbing frame as one large circuit, and including monkey bars
 - (vi) A challenging **climbing wall**, perhaps incorporated into climbing frame
 - (vii) A **spin / roundabout** feature (additional optional feature); and
 - (viii) A **tunnel** and **mound** (additional optional feature)
- (b) Play equipment must:
 - (i) Be **durable** (warranties must be specified for each material) with parts available for the expected life of the equipment, easily maintained and replaced
 - (ii) Particular attention should be given to the structure and mechanism of all equipment
 - (iii) Be **challenging** for the target age range of 5-12 year olds
 - (iv) Be as **accessible** and **inclusive** as possible, incorporating sensory elements and considering recommendations of the Make Space for Girls campaign
 - (v) Give consideration to the Council's immediate **neighbours** to ensure that noise from users is not excessive
 - (vi) Take into account **tree roots** around the site, so as to not endanger the **health of existing trees**, as well as take into account the needs of any new tree planting
 - (vii) **Maximise use** of the existing site
- (c) Other specification to include:
 - (i) **Suitable seating**, , around the site, especially in the existing shade
 - (ii) Consideration for **alternative surfacing** options such as bonded rubber mulch, wet pour or matting, to replace or complement existing play bark
 - (iii) Options for **increasing shade** either through planting or artificial shade,
 - (iv) Options to **extend** the play area to the North would be considered
 - (v) An area for **bike, scooter, pram parking**
 - (vi) New **fencing** and **self-closing access gate/s** to replace the existing fence and gate around the playground
 - (vii) The design should ensure 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

3.2 Construction requirements

- A site survey should be undertaken prior to work commencing to ensure the suitability of the ground and identify any services
- The current planting on the site, including trees, must not be disturbed by any work, without the prior permission of the Council
- All surplus materials must be removed from site
- Materials should be locally-sourced where practicable
- Exact details, materials, quantities and measurements will be agreed with the appointed contractor following production of detailed designs

3.3 Contractor requirements

- To provide detailed designs of the playground, including materials and construction methods
- To maintain site security and insurance until practical completion has been achieved
- To be responsible for all plant and materials being stored on site
- To provide 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
- The conditions for this contract are the JCT Minor Works Building Contract with contractor's design (MWD) 2016

SECTION 4 – HEALTH & SAFETY

4.1 Introduction

- 4.1.1 This pre-construction information is to provide information to tendering contractors on the health and safety matters they need to take into consideration during the construction of the play area.
- 4.1.2 The site for the work is located within a very busy park, close to a primary school and residential properties, and adherence to strict health and safety procedures is therefore crucial.

4.2 F10 Notification

- 4.2.1 It is not anticipated that the project will be notifiable.

4.3 Communication between parties

- 4.3.1 The contractor will be required to nominate a single point of contact, usually the site manager, who will liaise with the contract administrator and Council on a daily basis.
- 4.3.2 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. Full details should be included within the contractor's construction phase plan.
- 4.3.3 The contractor must carry out regular safety inspections, and copies of safety inspection reports must be made available to the contract administrator or Council on request.

4.4 Site security

- 4.4.1 During the period when the site is released into the management and control of the appointed contractor, it will be under their direct and total control with regards to safety, security, site access and construction operations.
- 4.4.2 This will extend to any areas used for the storage of plant, equipment and materials and any areas used temporarily e.g. for off-loading of vehicles.
- 4.4.3 All works will be to external areas and therefore the contractor shall ensure there are robust security procedures in place, e.g. Heras fencing or similar.
- 4.4.4 Areas of access must never be left unattended when not secured.

- 4.4.5 The contractor must demonstrate in their construction phase plan the means by which they will ensure that all areas where work is being carried are separated from areas remaining available to the general public.
- 4.4.6 The contractor must ensure that all operatives and visitors comply with a signing in and out procedure, and that all visitors are accompanied on site, and are provided with any necessary PPE.
- 4.4.7 The site shall be left in a safe condition outside working hours with all plant immobilised and equipment left secure.
- 4.5 **Welfare provision**
- 4.5.1 The contractor will need to provide their own welfare facilities as there are none available in Elms Park.
- 4.5.2 , it will remain the responsibility of the contractor to ensure that all workers have access to facilities as required under the CDM Regulations s.2.
- 4.5.3 The contractor shall be responsible for ensuring all workers are provided with the necessary PPE.
- 4.6 **Site transport arrangements**
- 4.6.1 Contractors must plan to access the site via Park Street in Thame which is open 24/7. It may be possible to arrange temporary access via a building site adjacent to the park – these details cannot be confirmed until the construction programme is agreed.
- 4.6.2 The nature of the access from Park Street is such that parking will need to be suspended in the spaces opposite the entrance to allow vehicle access. Access is restricted to vehicles the size of a transit van or smaller only.
- 4.6.3 Where vehicular access is needed, these details should be confirmed with the contract administrator with as much notice as possible to ensure it remains free and safe to do so.
- 4.6.4 The contractor will be required to provide all such signage necessary to warn the public of work being carried out and potential vehicle movements, taking into account the adjacent primary school.
- 4.6.5 The contractor will also be responsible for enforcing a 5mph speed limit and having a trained banksman available as necessary in the park.
- 4.6.6 Access routes must be always kept clear for emergency vehicles.
- 4.6.7 There is no actual on-site parking. For the duration of the project Contractors should identify a suitable parking area to be include in their compound. Any damage to the grass must be made good to an agreed Council standard at the end of the works.

4.6.8 The contractor shall visit site to assess access restrictions such, but not limited to the width of existing entrance and access road and paths, overhanging tree branches on access roads.

4.6.9 The contractor shall be responsible for clearing any mud or debris from site, including those from deliveries, and making good any areas damaged by delivery vehicles.

4.7 Fire precautions

4.7.1 The contractor shall provide a fire risk assessment and safety management plan in accordance with CDM Regulations.

4.7.2 The contractor will be required within the construction phase plan to establish emergency procedures (fire alarm, muster points, etc) and supply their own fire extinguishers.

4.7.3 Where possible, any skips used should be positioned at least six metres from surrounding structures and/ or temporary buildings.

4.8 Emergency procedures

4.8.1 The Contractor shall provide full written details within the Construction Phase Health and Safety Plan immediate actions to be taken in case of an emergency on site.

4.9 'No-go' areas or other authorisation requirements

4.9.1 All areas not forming part of the site (including site compound) are out of bounds to the contractor and their sub-contractors for the purposes of undertaking work, unless given express permission by the contract administrator. Use of any areas away from the main site (e.g. for the storage of materials or plant) must be with the permission of the contract administrator. The site area will be agreed pre-tender and the contractor will not be permitted to expand beyond that.

4.9.2 Workers are welcome to make use of any of the public facilities in the park but will be expected to show a high level of conduct at all times.

4.10 Smoking restrictions

4.10.1 The contractor is responsible for designating a suitable area for smoking within the site compound, and any smoking must be done away from the view of young persons / children.

SECTION 5 – GENERAL CONDITIONS

5.1 Permitted hours of working

- 5.1.1 Mondays to Saturday – 7.00am to 6.00pm
During the start and end of the adjacent school day vehicle movements and deliveries will be restricted - **no vehicle movements between 08:30 - 09:00 and 14:55 - 15:30.**
Sundays and bank holidays – no works unless by previous agreement with the Client.
- 5.1.2 All works shall be carried out in such a manner as to cause as little inconvenience as possible to adjoining residents.
- 5.1.3 The contractor shall be responsible for informing nearby residents of any works which may result in excess noise, dust, or other potential nuisance.

5.2 Location of existing services

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

5.3 Protection of existing features

- 5.3.1 The Contractor shall prevent damage to the existing trees, buildings, fences, gates, walls, culverts, water courses and any other features, on or around the site.
- 5.3.2 The Contractor shall repair and make good at his own expense and to the satisfaction of the Contract Administrator any existing features which are damaged or removed without prior consent, with approved replacements.
- 5.3.3 Where work is to be carried out adjacent to established areas of planting or grass, the Contractor must take all responsible precautions to protect these areas. Existing trees shall be protected in accordance with the conservation area and District Council requirements (see also 5.9).
- 5.3.4 Materials should not be stacked within the root spread of trees. Minimum wear and tear to existing grass areas shall be observed.
- 5.3.5 Any damage caused to grass is to be rectified by seeding the affected area at the Contractor's own expense to a standard agreed by the contract administrator.
- 5.3.6 Any damage caused to existing trees, shrubs or other plants will be rectified by replacing them with the same species and they will be planted as described in this specification at the Contractor's own expense.

5.4 Extension of time

- 5.4.1 When a notice of any delay is likely in the progress of the works, the contractor shall give written notice to the contract administrator. No extension of time shall be given to the contract without written approval of the contract administrator.
- 5.4.2 The contractor shall not have or make any claim against the Council in respect of loss or inconvenience occasioned by the delay on the part of any merchant in the supply or delivery of any materials, and he shall make allowance in his bid to cover the contingency.

5.5 Measurement / payment

- 5.5.1 No payment will be made for extra work unless authorised on written instruction or **variation order** issued by the contract administrator. The contractor shall give reasonable notice to the Contract Administrator for work which is required to be measured and agreed.
- 5.5.2 The quoted price shall be made in regular payments as agreed at the pre-start meeting. During the course of the Works a 5% retention sum will be held at each interim payment. On satisfactory completion (Practical Completion) of the works 97.5% of the contract price shall be paid over.
- 5.5.3 The remaining 2.5% of the price shall be released upon the satisfactory completion of the Defects Liability Period. A final certificate and payment will then be issued.

5.6 Approvals of samples and works

- 5.6.1 Samples of materials shall be submitted for approval by the contract administrator.
- 5.6.2 All works shall be to the approval of the contract administrator. Only works of the highest standard will be approved and, where stated, approval must be given before proceeding with further operations.

5.7 Setting out

- 5.7.1 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.
- 5.7.2 The contractor shall be responsible for all 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 to the satisfaction of the contract administrator by and at the cost of the contractor.

5.8 Protection of works and materials

- 5.8.1 The Contractor shall adequately protect all types of work and all parts of work, including work carried out by others, at all times throughout the contract.
- 5.8.2 Any damage caused by operations of work shall be repaired at the Contractors own expense. Prior to Completion, any damage caused by acts of vandalism shall be repaired by the Contractor at his own expense.
- 5.8.3 Prior to Completion, any materials or equipment, which go missing as a result of theft, will be replaced by the Contractor at his own expense.

5.9 Trees

- 5.9.1 The Contractor will be responsible for ensuring that any works that may affect trees shall be agreed during the design stage and prior to any works commencing.
- 5.9.2 Where trees are affected, the contractor will be required to provide protective fencing in accordance with BS 5837:2012: Trees in relation to design, demolition & construction. This standard gives recommendations and guidance on the principles to be applied to achieve a satisfactory juxtaposition of trees, including shrubs, hedges and hedgerows, with structures. This must be agreed with the Authority's Tree Specialist.

5.10 Preliminary investigations

- 5.10.1 The Contractor shall visit the site and make themselves conversant with the nature and extent of the works described, and include in their bid, for any item not specifically mentioned in detail. They shall be deemed to have visited the site before bidding. No payment will be considered for any works not specified, but the necessity for which could have been foreseen by them inspecting the site before bidding.

5.11 Services

- 5.11.1 Any work carried out to or which affects new or existing services must be in accordance with the bye laws, regulations or special requirements of the relevant statutory body or service provider. These requirements are to be established by the contractor from the relevant body.
- 5.11.2 All known services information will be supplied at time of bid. It is the responsibility of the Contractor to check services information directly from service providers and to establish the actual positions of those services on site, and to test if the supply is active or redundant. When any works are about to be carried out under, over or adjacent to any service main, pipe, cable and so on, it is recommended that the Contractor arranges for the attendance of the service provider in advance. The Contractor is to take all reasonable measures required by service providers for protection of their apparatus during the course of the works and afford facilities for accredited agents of such bodies to obtain access to apparatus situated in or under

sites as may be necessary for laying, inspecting, repairing, maintaining, removing and so on. The Contractor is to be responsible for any charges incurred in respect of the making good of all damage and disturbance of the services as a result of carrying out this Contract.

5.12 Electricity and water for the site

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

5.13 Pricing the works schedule

5.13.1 The contractor is reminded to price every item in their proposed works schedule. Unit rates and price must be quoted in pounds and decimal fractions of a pound and the products of multiplying the rate by the quantity should be expressed in pounds and whole new pence to 2 decimal places.

5.13.2 Schedules should be priced exclusive of VAT, which should be calculated on the appropriate total cost of the works and shown as a separate item on the summary.

5.13.3 The quoted figure will be considered as a fixed price and no variations in rates or prices will be allowed for fluctuations in market conditions before or during the period of the contract.

APPENDIX 1 – LOCATION PLAN





Current Layout and Equipment



**These have been
removed.**