



# Brackla Community Council

## Main Tender Document

### *Provision to re-develop: Brackla Community Centre Play Area*

To be submitted no later than 4<sup>th</sup> December 2023.

Late submissions will be disregarded.

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## RESPONSIBLE PARTIES

### **The Employer**

Brackla Community Council

### **Procurement Contact**

Sports and Play Consulting Limited

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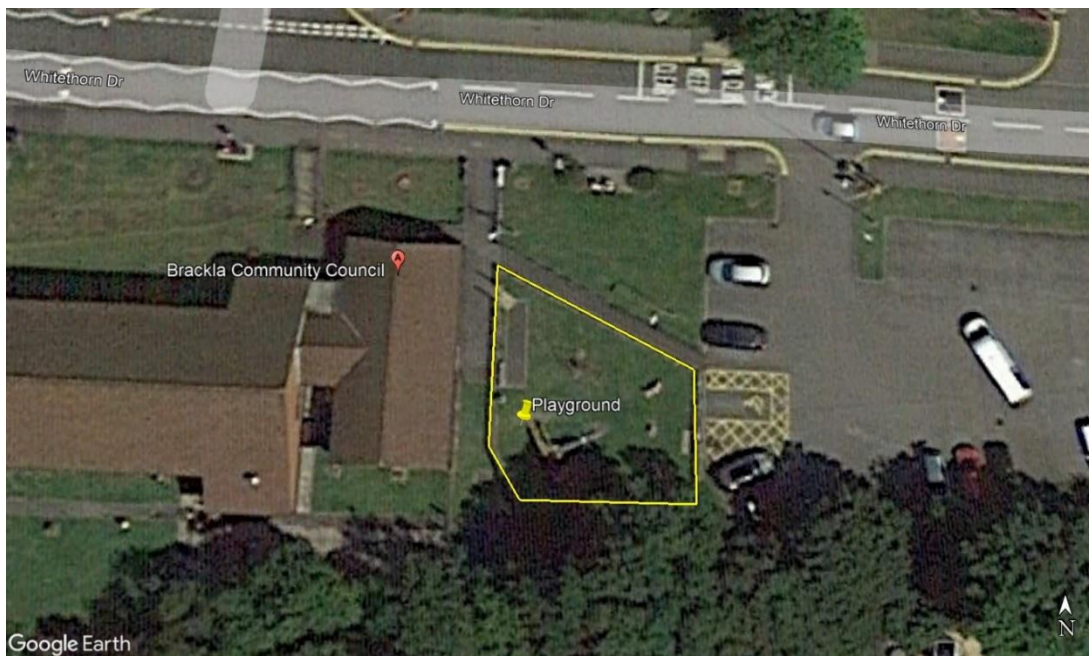
# 1. General Requirements

## 1.1 Overview

Brackla Community Council is seeking a suitably qualified and experienced *Contractor* to design and deliver new playground equipment, surfacing and associated works at the Community Centre.

Below is a google map showing the perimeter of the site, with equipment which is largely outdated or unusable, and the need of a re-design and investment to create a safe and inviting playground for the local community.

The Community Centre is a popular location for a variety of classes, parties and other events, which is managed by the Council. The playground adjacent to the centre is popular with younger families, catering for children up to 12, however with a focus on toddlers and younger primary school aged children.



**Site Address: Whitehorn Drive, Brackla CF31 2PQ.**



## 1.2 Quotations

- The council has set aside a maximum budget of **£35,000.00 (Ex VAT)**. Submissions should utilise the full allocated budget, however, not exceed it.
- Following the receipt of tenders and a preferred contractor being awarded the project, any changes made to the final budget as variations or revisions, will fall within the permissible range (Regulation 72).
- All pricing should be exclusive of VAT and in GBP (£).
- Pricing is to be valid for 90 days from the due date of the response. If the quotation by the preferred supplier fluctuates considerably after this period, the Employer has the right to re-start the process or enter into discussions with some or all suppliers who submitted a response.
- Prices will be fixed and firm for the duration of the contract.
- Retention of 5% will be held for a period of 12 Months.

## 1.3 Non-Consideration of a Tender Response

The Employer 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 Employer may disallow a submission if the tenderer is not able to provide all the information required by the Employer to make a full evaluation, including any missing or inadequate drawings that are pertinent to the requirements.

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 individual 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.

**Note: If the quotations are above the Employers available budget or prices of the preferred Contractor increase after the tender submission and prior to an order being placed, the Employer has the right to re-evaluate the submissions, or re-tender the project.**

## 2. Contract Conditions

### 2.1 Works and Standards

The work is for the design, supply and installation of appropriate groundworks, surfacing, equipment and associated works which should comply with the appropriate British or European Standards, mainly BS EN 1177 and BS EN 1176.

If there is evidence that the work does not conform 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 to 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 will enter into a Building Contract (Appendix 3) with agreed terms and conditions, for both the Employer and the



Contractor to jointly authorise, and the agreement will not be final until both parties have signed this contract.

The contract will refer to all documents and drawings received during the tender process which form the total understanding and obligations of what has been agreed the Contractor will supply to the Employer.

### 2.3 Insurance

The **successful** contractor should 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 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 before the Works are to commence a **Construction Phase Plan** which will include the following:

- A Programme of Works with an expected commencement and completion date
- A Risk Assessment and Method Statement
- Access and Traffic Management Plan
- 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 Play Area.

The primary goal of the play area is to utilise the existing footprint to design a new and exciting space for children and carers to enjoy while either using the Community Centre, or simply as a public facility.

The area is limited in terms of space, so maximising this with play experiences for various ages is key, while considering the budget allowed.


A new fence is required to replace the current wooden one, along with new steel equipment and a bench to improve the practicality of the site. There are some underground services located nearby, however should not create any challenges for work within the site (CAT scan required), and with a gentle slope, the site seems to have good drainage qualities.







### 3.2 Specifications

Please note that the details provided below are only a guide to assist suppliers with the desired design outcome. Technical specifications and the design will ultimately be up to the supplier's advice and where possible, scoring will reflect this based on the responses to 5.1.1 and 5.1.2.

Item	Specification
<b>Equipment</b>	<p><b>Junior Multi Play Unit:</b> like the size and play features of the existing unit, however with additional and unique experiences offered for a range of ages.</p> <p><b>Basket Swing:</b> located near the existing path for improved access.</p> <p><b>Toddler and Junior Swing:</b> if space allows at least 1 x Toddler Seat (Priority) and 1 x Flat Seat.</p> <p><b>Springer:</b> 2 or 4 user springer or 2 x single user springers near entrance to play area.</p> <p><b>Play Panels:</b> 2 x Play Panels near entrance to play area (not impeding tarmac path).</p> <p><b>Other:</b> any other items that will complement the design and keep within the budget and space available.</p>
<b>Primary Materials</b>	Steel / HDPE.
<b>Safety Surfacing</b>	Grass Matting.
<b>Removals and Disposal</b>	All existing play equipment, grass matting and fencing.
<b>Play Fencing</b>	New 1.0 metre bow top steel fencing (Green) around existing perimeter with 1 x self-closing gate (Yellow).
<b>Equipment to Remain</b>	<p>Bench and Bin.</p> <p>Retain main sign to be refitted to new fence.</p> 



<b>Seating</b>	<p>1 x New Steel Bench with Backrest – possibly located on concrete slab near the car park end.</p> 
<b>Pathway</b>	<p>None</p>
<b>Play Sign</b>	<p>None</p>
<b>Bin</b>	<p>None</p>
<b>RPII Inspection</b>	<p>Yes – Play Inspection Company or ROSPA</p>
<b>Re-Instatement</b>	<p>Any damage to existing materials, turf and any other items as a result of the <i>Works</i> is to be repaired or replaced back to the original state. <i>Due to the limited space and requirement for grass matting, new turf and topsoil should be costed for any damaged areas from removals or construction do the site can be used on completion.</i></p>
<b>Welfare Required</b>	<p>Yes</p>
<b>Heras Fencing</b>	<p>Yes: must be double clipped with appropriate signage around the site during <i>Works</i>.</p>
<b>Site Access</b>	<p>Access is via the car park next to the site, where a compound can be established, however avoiding the disabled car spaces.</p> 



## 4. Timetable for Project

<b>Action:</b>	<b>Date:</b>
Tender Release Date:	October 2023
<b><u>Tender Submissions Due:</u></b>	<b><u>4<sup>th</sup> December 2023</u></b>
Decision on Preferred Supplier:	January 2024
Works to Begin (subject to lead times):	March/April 2024

## 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:</b>	Specifically scoring will be based on: 1. Primary <i>Play Values and Experiences</i> for a range of ages and abilities. The design should cater for predominantly younger children with a compliment of play outcomes. 2. <i>Design Rationale</i> in terms of layout of equipment and overall design for both children and parents/carers.	<b>60%</b>
<b>5.1.2 Technical and Specifications:</b>	Specifically scoring will be based on: 1. Meeting the minimum specifications outlined in Section 3.2. 2. Considerations of minimising maintenance incorporated into the equipment and surfacing.	<b>30%</b>



	3. Any quality considerations of the equipment, surfacing and included items.	
<b>5.1.3</b> Presentation and Quotation:	Suppliers are to provide: 1. 1 x 3D visual in A2 size or similar (refer guidelines on design in Section 8.2). 2. 1 x CAD or scaled Google Map of the design in A2 size or similar. 3. An itemised quotation, ideally with a picture reference, with costs for each item, surfacing, and installation. (Advise the manufacturer of each product if they are not from your organisation).	<b>10%</b>

## 5.2 Scoring Matrix

Scoring will be calculated using 0.5 units between 0-10 multiplied by the above weighting for each criterion.

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	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 Advantageous Tender.

If the number of submissions is considered too low, and the minimum brief of the responses is not met, the Employer has the right to dismiss these tenders and re-issue the documentation, or approach specific suppliers. Additionally, if the brief has or is close to being met, the Employer may make requests to identify any shortfalls or amend the proposed designs to meet the desired budget and overall objectives, even if only one submission was received.

### 6.1 Type of Procedure

The tender process will be an *Open Procedure, Single Stage Tender*. Scoring and the selection of a preferred contractor will be based on the criteria outlined in this document and is considered a Works Contract.



## 6.2 Site Visits

Suppliers should visit the site at their own convenience to ensure a robust and accurate response, followed by any questions which should be raised via email to the Procurement Contact listed in this document.

## 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. Only one submission and one design will be accepted unless otherwise stated.

If notification of your intent to provide a submission is not sent, 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 Short Listing of preferred submissions

The Employer has the right to short list the submissions only in the unlikely event scoring in the initial stage is equal (highest) for two or more suppliers to warrant further discussions and checks. This may include (but not limited to) conducting:

- Supplier Presentations
- Reference Contact Checks
- Supplier Response to any change requests to the original submission
- Additional Consultation within the Council or external parties

Short listing will not occur simply to reduce competition, as scoring using the criteria in this document will decide the preferred contractor.

## 6.6 Consultation or Public Engagement

The Employer reserves the right to a public consultation once a preferred design is selected. The purpose of any consultation will primarily be to update the community, 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.

## 6.7 Revisions and Negotiation

If required, the Employer will engage with the preferred contractor to amend the design or negotiate any changes or costs associated with the submission, however, these 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 of any significance.

## 6.8 Decision and Award of Contract

The Employer will be responsible for making the final decision of a Contractor based on the scoring criteria set out in the tender document. Scoring may be compiled by specific members of the Employer such as a Sub-Committee and/or by a 3<sup>rd</sup> party such as the Procurement Contact or a consensus of all stakeholders.

## 6.9 Supplier Notification

All parties who have submitted a formal tender response will be notified of the outcome. The submissions received from each of the suppliers will not be disclosed to other parties and should not be requested by other parties. Only the **scoring** of the submissions based on the criteria will be provided via email, however if suppliers want additional detail, this will need to be requested of the Employer. The preferred contractor will be advised either via email or on Contracts Finder when the Award Notice is issued. Verbal discussions will not be provided under any circumstances in relation to the results of the tender process.

## 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	Format
1. <u>Completed Copy of Appendix 1</u>	PDF or Word Labelled - <i>SupplierNameAppendix1</i>
2. <u>Completed Copy of Appendix 2</u>	PDF or Word Labelled – <i>SupplierNameAppendix2</i>
3. <u>Response to 5.1.1 and 5.1.2:</u>	PDF or Word Labelled – <i>SupplierName5.1.1</i> <i>SupplierName5.1.2</i>
4. <u>Response to 5.1.3:</u>	PDF or JPG Labelled – <i>SupplierNameCAD</i> <i>SupplierName3D</i> <i>SupplierNameQuotation</i>

### 8.2 Design and Tender Instructions

#### ***3D Design Regulations (Points deducted for failing to follow these):***

- No children or adults shown in the visuals.
- Equipment must be to scale of their actual size.
- Include reference items with a number and product name.
- Do NOT duplicate equipment in the visual i.e., different views of one unit (details can be shown in main proposal or quotation)
- No Videos are to be provided.

#### ***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



### 8.3 Submission Instructions

Both electronic and hard copies required by the due date and time.

**Email to be sent to:**

An email or electronic transfer of all the above responses should be sent to the named consultant, Michael Carter, at:

[michael@sportsandplayconsulting.co.uk](mailto:michael@sportsandplayconsulting.co.uk)

**Hard copies to be sent to:**

Brackla Community Council

C/O Oaktree Surgery

Whitehorn Drive, Brackla, CF31 2PQ

Attention: Mr Mark Evans

'Tender – Brackla Community Council Playground Project'

**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 (labelled as above).**