**INVITATION TO TENDER**

**NEW CENTURY PARK SPLASH PAD**

Fair Oak & Horton Heath Parish Council is seeking tenders from competent contractors for the supply and installation of a splash pad at New Century Park, Shorts Road, Fair Oak, Eastleigh, Hants.

**BACKGROUND**

The Council took possession of the recreation ground in the late 1960’s, making improvements to the site over the decades to include ornate metal gates surrounding the perimeter, gym trail, and more recently upgraded play area and the planting of new trees, bulbs and wildflowers to increase biodiversity of the park.

The Council is currently managing the development of a community café on the site previously occupied by a dilapidated Scout Hut. The development of the café in tandem with the splashpad would be beneficial to both the café business and splashpad users who would have access to toilet facilities at the café site.

There is a hardstanding to the northwest of the park access via Brookfield Road which will be upgraded to facilitate parking for approximately 25 cars. However, the Council will encourage residents to access the site via green forms of transport.

**DIAGRAM OF SITE AS IT CURRENTLY EXISTS**

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The outline in yellow shows the perimeter of the site.

Note: The Village Hall and Squash Club is not owned or managed by the Parish Council.

New Century Park, including the area of the scout hut/car parks is 3.27 hectares or a little over 8 acres or 32,761 m2.

**TENDER SPECIFICATION**

Tenders should be submitted for the following:

Design, supply and install of nine in ground sprays, a flow through water system, plantroom and EPDM safety surfacing approximately 100 sqm.

Factors to be included in this price are:

* Detailed design of the Splashpad with builders works interface drawing for the waterplay feature
* Supply and install new specialised MtE equipment for the flow through water system
* Supply and installation of a galvanized steel enclosure plantroom
* Supply and installation of 9 No. flush in-ground sprays
* Civils works associated with the splashpad build i.e. form concrete splashpad base, excavate / install tanks and trench works
* Supply and installation of EPDM safety surfacing
* Sterilisation of the system
* Water Feature commissioning
* Water testing/sampling
* Training of client maintenance staff for the waterplay feature
* Site HERAS fencing and welfare facilities
* Project Management of your installation team
* Operation and Maintenance Manual

Other features to be quoted for separately are:

* Supply and installation of 7m3 grey water tank and lucy pillar extraction enclosure for irrigation
* Supply and installation 156 sqm of artificial grass and associated pin kerb around the splashpad perimeter to prevent excess water falling on the grass area to minimize mud
* Supply and installation 64m of bow-top fencing around the perimeter of the artificial grass, including 2 No. self-closing gates.
* Both gates and fence should comply with industry standards for play areas including anti finger and head trap.

The Client will be sourcing and installing the café with another contractor.

**INSTRUCTION TO TENDERERS**

Fair Oak & Horton Heath Parish Council (hereafter known as the Client), invites tenders for the design, supply and installation of a splashpad at New Century Park. The Contractor shall make itself fully conversant with the Client’s requirements by reading this documentation and visiting the site.

The Contractor is required to raise any issues on which they require clarification on, prior to submission of their tender with no claims arising from their failure to do so, will be entertained by the Client following receipt of tender documentation.

**Submission of tender**

1. Tenders are to be sent via post, no later than 12 noon on Tuesday 1 March 2022. The email/envelope should be clearly labelled ‘**Private & Confidential, Tender for Splash Pad’** and should be addressed to:

Melanie Stephens

Clerk to the Council

Fair Oak & Horton Heath Parish Council

2 Knowle Park Lane

Eastleigh

Hants, SO50 5QB

1. The submission must include 2 copies of the tender document and any associated designs. Electronic copies of the tender should also be sent to clerk@fairoak-pc.gov.uk marked ‘**Private and Confidential – Splash Pad’**.
2. Contractors are advised that it is your responsibility to ensure that any documentation delivered by hand is received by the Client by the above date/time.
3. All prices quoted should be exclusive of VAT.
4. Suppliers are invited to submit a tender, including all expenses, for providing the services as described in this document. If the costs are not fixed for the duration of the contract, the review points and basis of the review should be clearly detailed.
5. Potential suppliers must meet their own costs of responding to this tender including any site survey.
6. Suppliers are asked to provide at minimum of 2 referees, who are willing to be contacted by the Client prior to the appointment of the contract.
7. Prices quoted must be held firm for at least 90 days from the closing date for tenders.
8. The Contractor’s attention is drawn to the insurance requirements of the Client, with Public Liability Insurance of £10m, professional indemnity and Employers Liability. The successful Contractor will not be allowed to commence the works until acceptable evidence of the insurance has been approved by the Client, and a risk assessment for the site provided.
9. The Client will write to all Contractors at the conclusion of our tender selection process advising of our decision and its rationale.
10. The Client may reject any tender not complying in a particular matter and the Client’s decision is final.
11. The Client does not bind itself to accept any offer made by any Contractor, nor does the Client guarantee that it will decide to award a contract.
12. Contractors must confirm in their submission that they have visited the site. Contractors should liaise with Martin Johnson, Operations Manager martin.johnson@fairoak-pc.gov.uk to arrange a site visit.
13. If the Client suspects that there has been an error in the pricing of the tender, the Client reserves the right to seek clarification if it considers it necessary.
14. It is the responsibility of the Contractor to check that all unit rates and other information included in the Tender Schedule is accurate. If arithmetical mistakes are found after the contract has been awarded, they will not be considered. The figure agreed at the time of contract will prevail.
15. All information supplied by the Client with this invitation to tender shall be regarded as confidential by the Contractor except such information that may be disclosed for the purpose of obtaining sureties and quotation necessary for the preparation of the tender. The tender documents shall remain the property of the Client.
16. The supplier must be willing for the response to this invitation to tender to form part of the contractual relationship with Fair Oak & Horton Heath Parish Council.

**Project Timetable**

This timetable is indicative only. The Council reserves the right to change it at its discretion.

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| --- | --- |
| Invitation to tender issued | Monday 24 January 2022 |
| Deadline for submission of tenders | Tuesday 1 March 2022, noon |
| Client assessment deadline | Tuesday 8 March 2022 |
| Commencement of contract | Monday 21 March 2022 |
| Completion of installation  | Monday 11 July 2022 |

The successful bidder will be instructed to carry out the work for Fair Oak & Horton Heath Parish Council at any time after appointment.

**CONSTRUCTION DESIGN & MANAGEMENT**

All tenders are received on the understanding that any Contractor appointed will provide Construction Design and Management procedures, compliant with the Construction (Design and Management) Regulations 2015.

All tenders are received on the understanding that any Contractor entering into a tendered contract with the Client, will do so as the Principal Contractor.

**HEALTH & SAFETY**

Please note that the Contractor selected to undertake this Contract will have to provide documentary evidence of insurances, health and safety policies and relevant operative training prior to contract award. In addition, the successful Contractor will have to provide a Method Statement and Risk Assessment to demonstrate how the works will be carried out safely.

**TENDER EVALUATION AND AWARD CRITERIA**

1. The Client does not undertake to accept the lowest or any Tender and reserves the right to accept the whole or any part of any Tender submitted.
2. Each tender will be checked initially for compliance with all requirements of the ITT.
3. Tenders will be evaluated against the award criteria set out below.
4. During the evaluation period, the Client reserves the right to seek clarification in writing, or by means of a clarification meeting, from any or all of the Tenderers, to assist with the consideration of their Tenders.
5. The Council may decide to interview Tenderers or hold clarification meetings to assist is tender process, and Tenders will be notified in due course.
6. Tenders will be evaluated taking into consideration the following award criteria:

|  |  |
| --- | --- |
| **Specific Questions** | **Score Available** |
| Overall tender price  | 40% |
| Timescales  | 30% |
| Design | 20% |
| Other factors | 10% |
|  | **100%** |

**FORM OF TENDER**

**New Century Park Splash Pad Development**

To: Fair Oak & Horton Heath Parish Council

Having examined the Conditions of Contract, Outline Design Brief and undertaken a site visit to carry out the above-named works, I/We offer to complete these works in conformity with the above for the sum of:

(Amount in Words) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Amount in Figures) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I/We certify that:

1. The amount of this tender has not been communicated to anyone except the Client.
2. The amount of the tender has not been adjusted as a result of an arrangement with anyone other than the Client and
3. No agreement has been made with anyone to refrain from tendering.

I/We undertake to enter into a Contract based on this Invitation to Tender which will constitute a binding agreement between us.

I/We are able to complete the whole of the works on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I/We confirm that we visited the site on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and undertook a site survey.

I/We will understand that the amount of this Tender will be included on our website as part of the Transparency Code 2011.

|  |  |
| --- | --- |
| Date |  |
| Signature |  |
| Designation |  |
| Company Name |  |
| Address |  |
| Contact Person |  |
| Telephone No |  |
| Email address |  |

**COLLUSIVE TENDER CERTIFICATE**

**New Century Park Splash Pad Development**

In recognition of the principle that the essence of selective tendering is that the Client shall receive bona fide competitive tenders from all those tendering.

**WE CERTIFY THAT:**

1. The tender submitted herewith is a bona fide tender intended to be competitive.
2. We have not fixed or adjusted the amount of the Tender under, or in accordance with any Agreement or arrangement with any other person.
3. We have not done, and we undertake that we will not do any time before the hour and date specified for the return of the tender any of the following acts:
4. Communicating to a person other than the person calling for the tenders
5. Entering into any agreement with any other person that he shall refrain from tendering or as to the amount of any tenders to be submitted; and
6. Offering or paying or giving or agreeing to 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 tenders or proposed tenders any act or thing of the sort described above.

In this certificate:

1. ‘Person’ includes any person or anybody or association corporate or incorporate.
2. ‘Any agreement or arrangement’ includes any transaction of the sort described above, formal or informal and whether legally binding or not.

**Date this day of 2022**

**SIGNED (as in tenders)**

**Duly authorised to sign for on and on behalf of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**