



**PICKERING TOWN COUNCIL**

**TENDER FOR  
A NEW PLAY AREA TO BE INSTALLED AT THE COMMUNITY PARK  
OFF WHITBY ROAD IN PICKERING YO18 7AH**

**TENDER CLOSING DATE:**

**8 November 2019**

**The Town Clerk  
Pickering Town Council  
Memorial Hall  
Potter Hill  
PICKERING  
YO18 8AA**

**01751 476503  
townclerk@pickering.gov.uk**

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## **SECTION 1**

### **HOW TO TENDER**

#### **The Council's requirement**

1. The Council is seeking tenders for the supply and installation of a new play area to provide inclusive, creative and challenging play for children in a wide age range. This play area is to be installed at a new community park off Whitby Road in Pickering and the design will be sympathetic to the natural environment of this country park. The council has set a budget of £150,000, excluding VAT, for the project.

The timing of the installation is to be agreed between the council and the tenderer, but it is anticipated that installation will take place in spring 2020.

There is no existing play equipment to remove before installation. It is not expected that there are any services on site, but it is the responsibility of the tenderer to check this. The tenderer should visit the site to assess the work required, the access and security of the site, and the topography and layout of the area, before the tender is submitted.

The tender price should take account of the specification under section 3 of this document and should include:

- a) The design of the play area, the supply of appropriate plans, drawings and explanations, and submission of any further information as required by the council;
- b) Any ground preparation necessary;
- c) Supply and installation of all equipment, site furniture, fencing, and safety surfacing;
- d) Any hard or soft landscaping as agreed in the design;
- e) Reseeding and making good any ground in the surrounding area of the new safety surface and re-seeding and making good any damage caused to the ground by the movement of heavy equipment or otherwise;
- f) Delivery, staff welfare, security fencing and similar costs;
- g) A post installation safety check and report.

#### **Evaluation**

2. The Council will evaluate tenders by considering the following principal factors:
  - (a) compliance with tender documentation, and the suitability of the design;
  - (b) tender submission including price;
  - (c) references.

Before making a final decision on the preferred tender the council intends to carry out a public consultation exercise and may use the designs, plans and layouts submitted

by the tenderer as part of this consultation. Should any tenderer have concerns about this they should make this known to the council when the tender is submitted.

3. **The Council does not bind itself to accept any tender, but every effort will be made to reach a decision on a preferred tenderer by 13 November 2019.**

#### **Canvassing etc**

4. Any tenderer who canvasses any member or officer of the Council, whether directly or indirectly, relating to the award of this contract will be disqualified.
5. If the tenderer:
  - (a) fixes or adjusts the amount of the tender by arrangement with any other person or business; or
  - (b) communicates to any person or business other than the council the amount of the tender (unless the disclosure is made for insurance purposes, for example); or
  - (c) agrees with any other person or business that they will agree not to tender or as to the amount of any other tender to be submitted; or
  - (d) offers or pays any sum of money to any person to induce such a person to accept the tender

then the tenderer shall be disqualified from tendering and may be subject to civil and criminal liability.

#### **How to complete the tender**

6.
  - (a) The tender must be calculated with careful reference to the contents of the contract.
  - (b) Tenderers must also submit with their tender:
    - (i) information about their insurance cover.
    - (ii) Details of two referees for whom similar provision and service has been provided, unless the supplier has provided equipment or done work for Pickering Town Council within the past three years. The council will contact referees as part of the tender evaluation process.
  - (c) Price
    - (i) **The price should be quoted exclusive of VAT.**
    - (ii) All travelling time and expenses should be included in the tender price.
    - (iii) Where possible separate components of the work, such as installation, equipment, safety surfacing, landscaping and fencing should be shown separately on the tender documents.

- (iv) No additional payment will be made in respect of any changes in the cost to the successful tenderer of labour, materials and plant employed in carrying out the work.
- (v) No costs incurred in the submission of the tender, producing any supporting information or additional explanations required will be met by the council, whether the tender is successful or not.

#### **Compliance with tender documents**

- 7. Tenders made must be in accordance with all the contract documentation and no changes should be made to tender documents. Similarly, tenders must not be accompanied by statements making the tender qualified in any way.

#### **General**

- 8. Any enquiries relating to the contract documents should be addressed to Mrs A Dawson, Town Clerk, Pickering Town Council, Memorial Hall, Potter Hill, Pickering, YO18 8AA (01751 476503, townclerk@pickering.gov.uk).

#### **How and where to return the tender**

- 9. Tenderers must complete and sign the form of tender. The signatory must be authorised to sign the tender.
- 10. Tenders must be returned in a sealed envelope to The Town Clerk, Pickering Town Council, Memorial Hall, Potter Hill, Pickering, YO18 8AA **BEFORE MID-DAY ON 8 November 2019**. If tenders are delivered by hand a receipt will be issued if requested. **THE TENDER ENVELOPE AND ITS FRANKING MUST NOT BEAR ANY INDICATION OF THE TENDERER'S IDENTITY AND THE ENVELOPE MUST ONLY BE MARKED "TENDER FOR PLAY AREA"**.

## SECTION 2

### THE TENDER

**NB:**

- You should only complete the tender after you have read and fully understood all the contract documents.
- Once a tender has been awarded no allowance can be made for any errors, omissions or misjudgements in tendering.

*If you have any doubt at all on how to complete the tender, please contact the Town Clerk on 01751 476503. Remember that once the tender has been submitted you will not have the opportunity to alter its contents.*

**TO: Pickering Town Council, Memorial Hall, Potter Hill, Pickering, YO18 8AA.**

1. We tender to carry out the work referred to in the tender documents in accordance with the details set out below. We agree that this tender together with the Council's written acceptance will constitute a contract between us.
2. We certify that this is a bona fide tender 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 agree not to do at any time before the tender closing date any of the following:
  - (a) communicating to a person the amount or approximate amount of the proposed tender except where the disclosure in confidence of the approximate amount of the tender was necessary to obtain insurance premium quotations required in connection with the preparation of the tender.
  - (b) entering into any arrangement or agreement with any other person or business that he/they should refrain from tendering or as to the amount of any tender submitted.
  - (c) offering to pay any sum of money or gift to any person for doing any of the acts in (a) or (b).

Signed.....

Date.....

Company name .....

Address .....

.....

.....

Telephone:.....

e-mail:.....

Please supply the following information, using separate sheets if preferred.

1.     Experience

2.     Location

Please give the location of your main office and any branch office if relevant.

3.     Insurance

Please provide details of your insurance and indemnity cover.

4.     References

Please provide details (names, addresses, telephone/fax numbers and contact name) of:

- (a)     two organisations/individuals (whichever is the more appropriate) for whom you have provided and installed play equipment.

NB     If you have supplied equipment or carried out repairs to play equipment for Pickering Town Council within the past three years, references are not required.

5. Detailed plans of the proposed layout for the play area should be submitted with details of the equipment that you intend to install. You may wish to include, where appropriate, measurements and sizes, details of any special features of the equipment, information about the sustainability of the equipment, information about maintenance of the equipment and availability of spare parts, measures that can be taken to prevent vandalism, any features of the play area that make it suitable for disabled users.

If necessary, you should be prepared to give further information to the council, and answer any questions that the council may have, so that the council can effectively evaluate each tender.



## **SECTION 3**

### **CONTRACT CONDITIONS**

#### **1. SPECIFICATION**

1.1 The Contractor will supply and install a new play area at the Community Park, off Whitby Road in Pickering, YO18 8AH, and carry out all associated works.

1.2 The new play area shall:

- Be made predominately of timber, suitable for the natural environment of the Community Park;
- Provide challenging, inclusive, and exciting play for children of different ages;
- Have an area to the north for older children, and an area to the south for younger children, with the two areas connected by a mound and tunnel;
- Incorporate the theme of castles and trains into the design;
- Have suitable safety surfacing for the type of equipment to be installed;
- Be fenced in such a way as to prevent dogs from accessing the play area, but allowing easy entry for wheelchairs and pushchairs/prams;
- Contain a minimum of one piece of equipment that is wheelchair friendly;
- Be compliant with European standard BS:EN1176 and 1177
- Allow for access for maintenance of the trees on the western boundary;
- Have an estimated maximum budget of £150,000.

#### **2. SERVICE PROVISION**

The equipment, safety surface and fencing are to be installed onto a grassed area on the eastern side of the Community Park, as outlined in the sketch plan below. It is not necessary for the proposed play area to fill this entire area, and it may be that the plans allow for additional equipment to be installed in the future, but if this is the case it is important that the area to be fenced is large enough to accommodate additional pieces of equipment.



Prior to work starting the contractor will agree with the council the area to be designated as the construction area and will agree the closure of any paths necessary so that members of the public can be excluded from this area. It will be the responsibility of the contractor to provide and maintain any security fencing, and this fencing shall remain in place until the council has accepted the post installation report.

Welfare facilities, and the storage of the new equipment, fences, gates, machinery, and other equipment will be the responsibility of the Contractor, and the Contractor must take all reasonable steps to manage any risks to the public associated with these items being stored on site. Should it be necessary to bring a storage container onto the site the location is to be agreed with the council in advance, and this storage container must be removed as soon as possible after the works have been completed.

The Contractor will be given vehicular access onto the site, and if required will be given keys to any access gates. The Contractor is responsible for locking such access gates on leaving the site each day and must return any keys to the council when the project is complete. The Community Park is a public open space and the Contractor must have regard for the safety of any members of the public using the park, particularly if bringing vehicles or heavy machinery onto the site.

The Contractor must not prune, cut or remove, or damage in any way, any of the trees on the site. If the Contractor has any concern that trees may be affected by the work being carried the town council must be informed immediately.

The Contractor must ensure that any waste materials produced during the works are transported from site using waste carriers with a current Waste Carriers Licence appropriate for the type of waste being transported. Wherever possible waste materials should be recycled.

Any damage to the grass or other surfaces or damage to roadways, gates, fences or park furniture caused by the Contractor is to be made good at the Contractor's expense.

Hours of work are to be between 8am and 6pm Monday to Friday. Weekend and bank holiday working is not permitted without prior agreement. Should the project be delayed due to inclement weather the Contractor must keep the town clerk informed about progress.

### **3. PAYMENT**

- 3.1 The Council agrees to pay the Contractor for the supply and installation at price referred to in the tender.
- 3.2 The invoice shall show the total amount of the cost of the equipment, safety surface, installation and other costs. The invoice should also show VAT as a separate figure. The Council shall pay undisputed invoices within 30 days of receiving an undisputed invoice or immediately after the council meeting in the month following the supply/installation.
- 3.3 The Council shall consider and verify all invoices submitted by the Contractor in a timely fashion and any undue delay in doing so is not sufficient justification for failing to regard an invoice as valid and undisputed.

### **4. EMPLOYEES**

- 4.1 The Contractor must employ sufficient numbers of appropriately trained and experienced staff to ensure that the service is provided to the agreed standard.
- 4.2 If the council has grounds for concern about the actions, behaviour or record of any person involved in the provision of the service, the council shall make representations to the Contractor who shall use its best endeavours to comply with any recommendation made by the Council regarding the provision of the service by that person.

### **5. ASSIGNMENT AND SUB-CONTRACTING**

- 5.1 The Contractor shall not assign or sub-contract the contract or any part of it without the council's prior written consent.

### **6. INDEMNITY AND INSURANCE**

- 6.1 The Contractor agrees to indemnify the council against all actions, claims and costs relating to injury (including death) or loss of or damage to property which arises out of the Contractor's failure to provide the service to the contract standard except where attributable to the Council's own negligence or that of its servants or agents.

- 6.2 The Contractor shall provide evidence of adequate insurance to cover the potential liability in 6.1 which shall be for the minimum sum of £10 million in respect of any one occurrence.
- 6.3 The Contractor shall also take out and maintain in force employers liability insurance in a minimum amount for each and every claim, act or occurrence or series of claims, acts or occurrences which may be made.
- 6.4 In addition to the insurance requirements of 6.2 and 6.3 the Contractor shall provide a method statement, risk assessments, health and safety certificates, and evidence of any professional indemnity and product liability insurance that is in place at the time of installation. If these documents cannot be provided, then the Contractor should explain why they are not available.
- 6.5 The Contractor shall if requested by the council produce certificates of insurance certifying that the insurance referred to in these conditions are in force and the Contractor shall not cancel or alter such insurance without first giving to the Council one month's prior notice in writing.

## **7. STATUTORY REQUIREMENTS**

- 7.1 The Contractor shall comply with all relevant legislation relating to the provision of the supply and installation of play equipment; including, but with limitation, the provisions of the Health and Safety at Work Act 1974 and the COSHH regulations.

## **8. EQUIPMENT**

- 8.1 The Contractor shall ensure that all equipment relating to the provision of the service is kept in safe working order and that all people using it are fully trained in its operation.

## **9. DISPUTE RESOLUTION**

- 9.1 If a dispute or difference has arisen between the council and the Contractor relating to this agreement both parties shall use all reasonable endeavours to resolve the dispute and to this end shall meet as soon as possible with a view to discussing and resolving the matter. This clause shall not operate to prejudice the rights of either party against the other whether through litigation or otherwise.

## **10 BREACH OF CONTRACT**

- 10.1 If the Contractor:
- (a) has offered any gift or consideration of any kind as an inducement or disincentive for doing anything in respect of this contract or any other contract with the council; or
  - (b) has committed an offence under the Bribery Act 2010;
  - (c) becomes bankrupt; or
  - (d) has a receiving order made against it; or

- (e) presents its petition in bankruptcy; or
- (f) is subject to a winding up order; or
- (g) has a receiver appointed; or
- (h) is in persistent and/or material breach of contract (by failure to achieve the contract standards or otherwise); then-

the council shall terminate the contract immediately and recover all losses resulting from such termination.

## **11. GENERAL**

- 11.1 The Council may require the service to be varied at any time upon such terms as may be agreed with the Contractor and, where appropriate, the variation will include provision for adjustment of the contract charges. Such variation may apply to additional or reduced work or different categories of work.
- 11.2 All variations shall be recorded in writing and attached to this agreement.
- 11.3 This agreement is governed by English law.
- 11.4 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this agreement.
- 11.5 The Contractor shall not be liable for any default in the provision of the service caused by any relevant factor beyond the Contractor's control (eg Act of God, strikes, Act of Government, Force Majeure, etc).
- 11.6 Any notice to be served on the Contractor or the council shall be sent by recorded delivery to their respective addresses referred to in the Agreement.
- 11.7 The Contractor will immediately notify the council when damage is caused by the Contractor to any assets of the council.
- 11.8 The Contractor shall make good at his own expense any damage caused by the Contractor to any assets of the council.
- 11.9 This agreement represents the complete agreement between the Council and the Contractor and supersedes all other undertakings, statements and agreements relating to the Service.