

Whichford and Ascott Parish Council

Main Tender Document

Provision to improve the Existing Play Facilities

To be submitted no later than 31st March 2023.

Late submissions will be disregarded.

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RESPONSIBLE PARTIES

The Employer

Whichford and Ascott Parish Council

Procurement Contact

Sports and Play Consulting Limited

TABLE OF CONTENTS

1. General Requirements	4
1.1 Overview	4
1.2 Budget and Costings	5
1.3 Non-Consideration of a Tender Response	5
2. Contract Conditions	6
2.1 Works and Standards	6
2.2 Purchase Order and Contract Agreement	6
2.3 Insurance	7
2.4 Contractor Documentation	7
3. Scope of Works	7
3.1 Objectives for Play Area	7
3.2 Specifications	9
4. Timetable for Project	10
5. Scoring Criteria	11
5.1 Scoring Table	11
5.2 Scoring Matrix	12

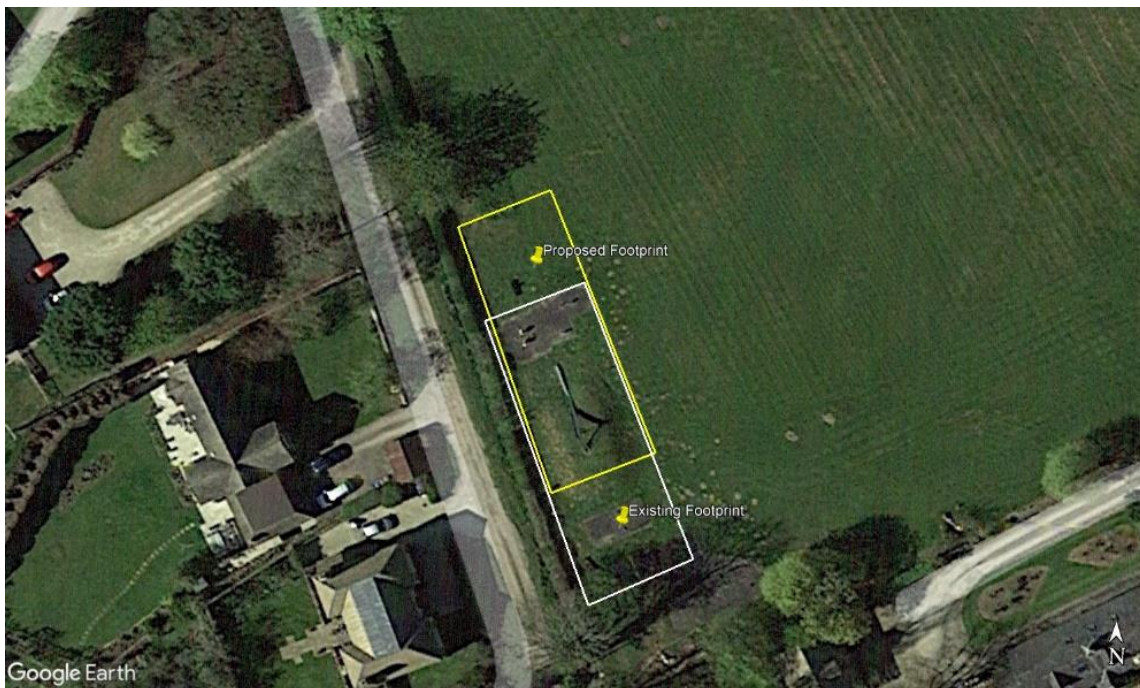
6. Procurement Process	13
6.1 Type of Procedure.....	13
6.2 Site Meeting with Interested Parties.....	13
6.3 Questions and Clarification	14
6.4 Notice of Intent to Bid.....	14
6.5 Short Listing of preferred submissions	14
6.6 Consultation or Public Engagement	15
6.7 Revisions and Negotiation.....	15
6.8 Decision and Award of Contract.....	15
6.9 Supplier Notification	16
7. Named Contact and Consultant for Project	16
8. Supplier Submission Checklist and Instructions	16
8.1 The Supplier Checklist	16
8.2 Design and Tender Instructions.....	17
8.3 Submission Instructions	17

1. General Requirements

1.1 Overview

Whichford and Ascott Parish Council (The Employer) is looking for a suitably qualified company to install new Play Equipment and Safety Surfacing at the local playground. The site is currently not fit for purpose, and will be moved slightly North as per the google map below (yellow outline).

Site Location is: Off Ascott Road, Whichford CV36 5PG



Please note that a Pre Application for planning advice from the Local Authority will be submitted once tenders are received. This is to check if there are any issues with moving the footprint in relation to *Public Rights of Way*, *Tree Protection* and the location is considered an *Area of Natural Beauty*.

1.2 Budget and Costings

- The council has set aside a maximum budget of **£27,000.00 (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. (Reg 72 Public Procurement Regulations 2015)
- 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.
- The rectification period will be 12 Months from installation with a 2.5% retention amount held over until the end of this duration and only paid if there are no outstanding or remedial works required.

1.3 Non-Consideration of a Tender Response

The council 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 council may refuse a tender response if there has been any attempt to vary or alter the details within the document or the tenderer is not able to provide all the information required by the council to make a full evaluation.

Any offence or inappropriate actions by a supplier, including an offence under the Prevention of Corruption Act may result in disqualification. Anything other than *appropriate* contact made to the named consultant 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.

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 of 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, the agreement will not be final until both parties have signed this contract.

The contract will refer to all documents received during the tender process which form the total understanding and obligations of what has been agreed the Contractor will supply 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 in advance of any construction the following:

- A Programme of Works with a commencement and completion date
- A Risk Assessment and Method Statement
- 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 playground at Whichford is outdated with limited play value with the surfacing in poor condition. The surfacing and equipment will need

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to be removed and disposed of with the exception of the embankment slide.

It is likely that a local contractor will remove all the existing equipment subbase and wetpour tiles either before work commences or following (this may determine the final footprint), however a quote to allow for this should be included in your quotation (as an addendum outside the main quote and budget).

The proposed area (photo below) will be slightly north of the embankment slide near where the bench is located, which can be relocated if required.



Embankment Slide to remain



Area below will be returned to turf



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	Requirement
Suggested Equipment	Basket Swing Junior Swing – 2 Seats Toddler Swing – 1 Seat plus Parent/Toddler Seat Dish Roundabout 2 x Single Springers or 1 x Multiple User Springer Multi Play Unit – 2-8 years
Primary Material	Steel – muted colours such as greens and browns.
Safety Surfacing	Grass Matting – cable tied.
Sub-Base	N/A
Edging	N/A
Removals and Disposal	Addendum: quote for the removals of all existing equipment, and subbase outside of main budget (wetpour tiles will be removed by a 3 rd party). These areas should then be seeded with topsoil and level with the surrounding turf.

Pathways	None
Seating Area	None
Bins	None
Play Sign	None
Fencing and Gates	None
RPII Inspection	Yes
Re-Instatement	Yes - any damage to surrounding turf must be graded and seeded with new topsoil
Welfare Required	Yes

4. Timetable for Project

Below is the table set out for the Procurement Process:

Action:	Date:
Tender Release Date:	22nd February 2023
Site meeting for interested contractors (30-minute slots – 1 person from each supplier only):	7th March 2023 (10.30 – 12.30)
Notification of your intention to provide a response and deadline for questions about the tender:	10th March 2023
Tender Submissions Due:	<u>31st March 2023</u> <u>16:00 hours</u>
Decision on Preferred Supplier:	April 2023
Works to Begin (Guide Only subject to lead times):	September 2023

5. Scoring Criteria

5.1 Scoring Table

Please provide a response for each criterion as part of the tender submission.

Criteria	Information	Percentage
5.1.1 Project Design and Rationale:	Specifically scoring will be based on: 1. <i>Design Rationale</i> in terms of layout, equipment and practicality of the overall design. 2. Meeting the desired brief and objectives.	60%
5.1.2 Technical and Specifications:	Specifically scoring will be based on: 1. Details of materials used for both play equipment and surfacing. 2. Longevity and warranties of equipment and surfacing.	30%
5.1.3 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). This is optional and not a mandatory requirement for scoring purposes. 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).	10%

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 those responses is not met, the Employer has the right to dismiss these tenders and re-issue the documentation, starting the process over. 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, regardless of the number of submissions 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.

6.2 Site Meeting with Interested Parties

There will be a site meeting to give all suppliers the opportunity to meet with the consultant in 30-minute individual slots. However, this is not mandatory, and suppliers should visit the site at their own convenience without penalty so long as the information gathered will ensure a robust response.

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, or you are unable to attend the site meeting, 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 to the Council.

- Supplier site visits of similar projects.
- 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 conduct a public consultation. The purpose of any consultation will primarily to update the community on the preferred design, 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 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 3rd party such as the Procurement Contact. Although advice and scoring may be provided by 3rd parties, the final decision to award the contract will be the responsibility of the Employer (even if the two differ) and only communicated by the Procurement Contact named in this document.

6.8 Revisions and Negotiation

If required, the council 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 may include items from one of the other submissions.

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 will be provided on request via email, however if suppliers want additional detail on the selection, this will need to be requested of the Employer and supplied at their discretion. The preferred contractor will be advised either via email or on Contracts Finder when the Award Notice is issued.

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

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>SupplierName</i> 5.1.1 <i>SupplierName</i> 5.1.2
4. <u>Response to 5.1.3</u>	PDF or JPG Labelled – <i>SupplierName</i> CAD <i>SupplierName</i> 3D (optional) <i>SupplierName</i> Quotation

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.

Electronic copy 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

Hard copies to be sent to:

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Whichford and Ascott Parish Council

C/O Peter O’Kane

The Old Rectory, Whichford CV36 5PQ.

‘Tender – Whichford and Ascott Parish 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).