

Contents

Part 1: Introduction

Part 2: Instructions for Tendering

Part 3: Project Brief

1. Introduction
2. Project Information
3. Information for Tendering
4. Schedule of Services

Part 4: Appendices

Tender Documents

Appendix A Form of Tender

Appendix B Non-Collusive Tendering Certificate

Supporting Information

Appendix C Site Plans

Appendix D RoSPA Inspection Reports

1.0 INTRODUCTION

- 1.1 This document sets out Leighton Linlade Town Council's requirements for a Play Manufacturing Company to design, supply, upgrade and install play equipment and safer surfacing to upgrade the Vandyke Road Play Area, the Derwent Road Play Area and the Mill Road Play Area in Leighton Buzzard and Linlade. The initial designs will inform the Town Council in upgrading and developing the play areas and may include additional equipment that Council may wish to consider in the future as part of its medium term and long term enhancement programme over the next ten years.
- 1.2 The project will identify existing equipment and safer surfaces, propose new equipment to be installed, identify siting of new equipment, identify new safer surfacing required, recommend repairs to existing safer surfacing already in place and identify potential opportunities for the enhancement and improvement of each area in the medium and long term as part of an ongoing improvement programme. In addition, Tenderers will be required to outline a proactive repair and maintenance schedule to ensure that the Town Council understands its future liabilities.
- 1.3 The work will require the production of an overall design for each play area which should be in both hard copy and electronic format to enable the Town Council to upload the images onto its website and carry out a full public consultation with existing and potential new users. The designs should aim to complement the rest of the provision within the Town. The design should also include the production of an Access Plan for each site and all proposals must be both DDA compatible and focus on access for all.
- 1.4 This document establishes some broad parameters that Leighton Linlade Town Council will take into account when selecting the successful Tenderer and offers guidance on the desired outcome of the project.

2.0 INSTRUCTIONS FOR TENDERING

Tenders must be submitted in accordance with the following instructions. Tenders not complying with these instructions in any particular way may be rejected by the Council whose decision in the matter shall be final.

- 2.1 The Contract Documents comprise of:
 - This Invitation to Tender;
 - Maps of the location of each Play Area;
 - Copies of the RoSPA reports for each play area.
- 2.2(a) The tender must be completed in ink and in English and those elements requiring a signature must be signed:

- Where the Tenderer is an individual by that individual
 - Where the Tenderer is a partnership, by two duly authorised partners
 - Where the Tenderer is a Company, by two Directors, or by a Director and the Secretary of the Company, such persons being duly authorised for that purpose
- (b) Tenderers will be evaluated on the basis of the most advantageous offer to the council.

2.3 The tender should be made on the Form of Tender incorporated in the tender documents at Appendix A. It should be signed by the Tenderer and submitted in the manner and by the date and time stated, together with the information set out in the Information for Tendering.

All documentation, supplied in compliance with the requirements shall relate directly and specifically to the requirements of this Contract and shall not contain any extraneous or irrelevant information.

Failure to comply with any of the above may result in the tender not being considered.

- 2.4 Unit rates and prices must be quoted in pounds sterling and decimal fractions of a pound.
- Tenders should be submitted exclusive of Value Added Tax (VAT).
 - If the Council suspects that there has been an error in the pricing of the Schedules of Prices, the Council reserves the right to seek such clarification as it considers necessary from that Tenderer only.
 - The Tenderers attention is drawn to the need to complete every item within the Schedules of Prices: in the case of any omission the Council may deem that the price of the omitted item is aggregated with other rates.
- 2.5 Tenders must be submitted strictly in accordance with the Instructions for Tendering. Tenderers must not make changes to the contract documents. Tenders will be submitted for all of the Service. Only tenders submitted strictly in accordance with these instructions will be accepted for consideration. The Council's decision on whether or not a tender is acceptable will be final and the Tenderer concerned will not be consulted. If a tender is excluded from further consideration the Tenderer will be notified.

- Tenderers must ensure that they are fully familiar with the nature and extent of the obligations of the Contract and be aware that the Contract will be strictly supervised and the standard of performance will be strictly enforced. The Tenderer will be deemed to have read, examined and accepted all of the Contract Documents and the terms and conditions contained therein prior to the submission of the tender. It is the responsibility of the Tenderer to obtain for itself at its own expense all information necessary for the preparation of its tender.
- 2.6 Where Tenderers have any enquiries arising from these Contract Documents which may have a bearing on the offer to be made these should be raised with the Council as soon as possible in writing, preferably via e-mail to Mr Paul Russell, Head of Grounds & Environmental Services (Interim), paul.russell@leightonlinlade-tc.gov.uk
- 2.7 The Tenderer must be prepared:
- To allow the Council to inspect, within reason, any other contractual work of a relevant nature being carried out anywhere by the Tenderer; and
 - To attend at the Council before its officers, members or both in order to give presentation(s) regarding its proposals and other related matters should the tender be successful. No costs in connection with such presentation(s) will be reimbursed.
- 2.8 The Council does not bind itself to accept the lowest or any tender and will evaluate all tenders in accordance with the matters referred to **in 3.3.2** hereof.
- 2.9 (a) The Council reserves the right to make changes of a drafting nature to the Contract Documents. Such changes will be accepted by the Tenderer without reservation.
- (b) If the Council requires to make more substantial alterations to the Contract Documents, the Council shall have the right to price the changes, using the Tenderers own submitted prices applied on a quantum meruit basis. Should the revised price structure not be agreed by the Tenderer, then the Tenderer may withdraw notwithstanding the provisions of paragraph 2.11(b) hereof.
- 2.10 Two copies of all tender documentation should be provided together with a copy of all the information in electronic form on suitable media. All documents comprising your tender must be securely packaged, be clearly marked "Leighton Linlade Town Council Play Areas Upgrade Proposals Tender" and delivered to:

Mr Paul Russell
Head of Grounds & Environmental Services (Interim)
Leighton Linlade Town Council
The White House
Hockliffe Street, Leighton Buzzard
Bedfordshire LU7 1HD

So as to arrive not later than: -

12 noon on Monday 27th November 2023

No name or mark indicating the sender must appear on the package.

- 2.11(a) The tender shall be submitted on the basis that the offer therein shall remain in force for a minimum of twelve weeks from the date fixed for the submission of tenders.
- (b) If the Council shall not have accepted the tender within this period it shall remain in force without variation but the Tenderer may at any time thereafter give notice in writing to the Council to accept the same. Such notice may be delivered by hand or sent by Registered Post or by Recorded Delivery. The Council may accept the tender within seven days following the service of such notice (not including the day of service) but if the Council does not do so the tender will be deemed to be withdrawn. The Tenderer shall not withdraw the tender except in the manner provided in this paragraph.
- (c) The Tenderer in submitting the tender thereby undertakes that in the event of the tender being accepted by the Council, the Tenderer will within fourteen days execute a formal contract under seal and until such date as the contract is executed this tender, together with the formal written acceptance thereof by the Council, will form a binding agreement between the Council and the Tenderer.

- 2.12 It is anticipated that the consultation exercise will commence:-

Week commencing Monday 8th January 2024, or a date to be agreed as soon as possible thereafter.

The date agreed being 'the Commencement Date' referred to in the Contract Documents.

- 2.13 Tenders shall be submitted on the basis that acceptance of a tender by the Council be binding for all purposes but subject to notice of rescission by either party if the Council shall by the proposed Commencement Date fail in either: -

- i. Obtaining the consent of any Government Department or other Authority competent to authorise the same to carry out the services.
 - ii. Agreement with the Tenderer of all details of the Specification and other documentation in relation to the proposed Contract.
 - iii. Should the contract be aborted at any stage, payment will be based on the appropriate point reached in the provision of the Service and based on the Schedule of Prices.
- 2.14 Tenders shall only be submitted on the basis that they are bona fide competitive tenders. In recognition of this principle it is hereby agreed that the Council shall have the power to cancel the Contract and to recover from the Tenderer the amount of any loss arising from the cancellation if either: -
- i. The Tenderer shall have offered or given or agreed to give any officer or member of the Council any gift or consideration of any kind as an inducement or bribe to influence its decision in the tendering procedure. The word 'Tenderer' for these purposes shall be deemed to include any and all persons employed by the Tenderer, or who are purporting to act on the Tenderer's behalf whether the Tenderer is aware of their acts or not. The Tenderer's attention is drawn to Sections 94 to 98 and 117 of the Local Government Act 1972 (as amended);
- or
- The Tenderer
- ii. Shall have communicated to any person other than the Council the amount or approximate amount of the proposed tender (other than in confidence in order to obtain quotations necessary for the preparation of the tender or for insurance purposes) or
 - iii. Shall have entered into any agreement or arrangement with any person as to the amount of any proposed tender or that any person shall refrain from tendering.
- 2.15 The tender documents are and shall remain the property of the Council and must be returned upon demand.
- 2.16 The Council is subject to the Freedom of Information Act 2000 and the Data Protection Act 2018. Information concerning the Council's policies on Freedom of Information and Data Protection can be found at

www.leightonlinlslade-tc.gov.uk or from Mr Paul Russell, Interim Head of Grounds & Environmental Services.

As part of its duties under the Acts the Council may subsequently disclose information forming part of a tender or contract to anyone who makes a request. The Council may also publish some of the information given in its publication scheme required under the Act.

If the Tenderer considers that any of the information submitted in their proposals should not be disclosed because of its sensitivity then this should be stated in its submission, together with the reasons for considering it sensitive.

Before releasing any information the Council will consult with the Tenderer and have regard to their comments or objections. Any Tenderer wishing to discuss this further should contact Mr Paul Russell.

3.0 PROJECT BRIEF

3.1 Introduction

3.1.1 The Client

The Client is Leighton Linlslade Town Council, The White House, Hockliffe Street, Leighton Buzzard, Bedfordshire LU7 1HD

3.1.2 The Purpose of the Brief

The client is inviting tenders to undertake a design, supply, upgrade and installation of equipment to upgrade the Play Areas at Mill Road, Vandyke Road and Derwent Road. Tenders shall be based upon the information contained in the Brief, which comprises: -

- Introduction
- Project Information
- Information for Tendering
- Schedule of Services

The purpose of the Brief is to obtain competitive tenders and to form the basis of the Play Equipment Manufacturer and Installation appointment. However, the client reserves the right to add to, omit from or amend the Brief in any way prior to execution of the contract. Changes that materially affect the provision of services described herein shall cause a change in the price of providing such altered services as agreed between the client and the Company appointed.

3.1.3 Service

The client wishes to carry out a design, supply, upgrade and installation of equipment to upgrade the Play Areas at Mill Road, Vandyke Road and Derwent Road.

The generic specification has been developed to focus on the renewing and upgrading of existing facilities.

Leighton Linlade Town Council would like to see the revised designs encompass all of the following:

- Innovative, challenging and exciting play experiences;
- Encourages and enables sensory as well as physically active play;
- Attractive to children from toddler age through to early teenage with emphasis on 8-13 year olds, especially girls;
- Fully inclusive for disabled children and minority groups, which can be reached safely;
- Openly accessible with children generally free to independently come and go as they please.

It is highly recommended that the Service Provider takes into account Play England's Design for Play and other relevant publications in the development of these facilities.

The following key expectations need to be considered within the design:

- Provides a wide range of play experiences & opportunities;
- Accessible to both disabled and non-disabled children, in essence accessible for all;
- Meets community needs;
- Allows children of different ages to play together;
- Builds in opportunities to experience risk & challenge;
- Are attractive, sustainable and appropriately maintained;
- Allows for change and evolution;
- Creates exciting links between existing features and new installations;
- Innovative safer surfacing options.

Play features should offer challenges to all children, regardless of their capabilities, initiative and skills. Where possible, play activities for children with disabilities should be integrated with those for able-bodied children.

The play area should be designed to minimise the degree of assistance a disabled child may require, with special adaptations only where necessary and without fostering an atmosphere of separateness.

Landscape features (mounds and planting) should be considered not only to enhance the area of play value but also to enhance the play experience.

Therefore such considerations should not be just for aesthetic but include structure to create a sense of place.

The site layout and safe surfaces should be designed with regard to anticipated high levels of site use and abuse and with respect to the maintenance and revenue implications, to sustain and prolong the life of the play area.

Consideration must be given to what type of boundary would add play value to and complement the look of the setting. Consideration should be given to softening up any existing fencing if applicable or the introduction of a boundary that allows the play area to link into the wider park, whilst still providing a boundary.

Interesting entrances in to and out of the play area must also be considered and included in the design. Appropriate signage in line with RoSPA requirements shall be provided to include the name of the site and a contact telephone number (design to be agreed with Leighton Linlade Town Council)

All aspects of the design, installation, materials, equipment position, safer surfacing, minimum use areas and installation methods must comply with the recommendations of BS EN 1176 and BS EN 1177. Play area features should be easily maintained and spare parts should be readily accessible.

Wherever possible, all materials and work shall be carried out in an environmentally sensitive and sustainable manner with recycling of waste materials wherever possible.

3.1.4 Site Specific Design Requirements

In addition to the requirements of the Generic Specifications, there are a number of site-specific design requirements that need to be taken into consideration when submitting proposed designs for the various sites.

Each site has the following items of equipment currently installed. Additional information relating to the state of repair of each item can be found in the RoSPA Inspection Reports:

3.1.5 Derwent Road

- Rubber Top Steps
- Toddler Multiplay
- Rotator Pole
- Junior Multiplay
- Mixed Swing – 1 x Junior, 1 x Toddler
- Rocker Seat
- Nest Swing

- Seesaw Rocker
- Rotator Dish

3.1.6 Mill Road

- Rotator Tea Cup
- Rotator Arch Platform
- Rocker Chicken 3 Seats
- Rocker Bird
- Multiplay Unit
- Agility Trail Fun Run
- Swing Mixed 2 bay, 2 Junior, 2 Toddler

3.1.7 Vandyke Road

Vandyke Road has a play area, an outdoor gym and a BMX Pump Track.

The play area has the following equipment:

- Rotator Dish
- Swing – group
- Multiplay Climber
- Balance Beam Crossing
- Climber Frame Log & Net
- Burma Bridge

The Outdoor Gym has the following items installed:

- Hand Cycle
- Exercise Bike
- Cross Trainer
- Step Jumpers x 3
- Sit Ups
- Leg Press
- Dip Station
- Dips/Leg raise station
- Air Walk
- Lat Pull Shoulder Press
- Chest Press/Seated Row
- Chinning Bars

The BMX Pump Track has a tarmac surface and other infrastructure items such as litter bins.

3.1.8 Each site should include the following directions:

Derwent Road

- Replace existing safer surfaces under the nest swing and the Rotator dish with wetpour to improve safety;

- Replace the Rocker Seesaw with a new seesaw and provide with a new safer surface;
- Provide the following additional equipment on the site to help distribute usage more evenly:
 - A goal end to provide opportunities for informal ball play;
 - A sunk in surface level trampoline subject to services (it appears there is a sewer running across the field);
 - An additional Junior Multiplay Unit;
- Undertake a consultation with the local school and residents to obtain feedback on the proposals for additional equipment.

Mill Road

- Skim the safer surface under the swing. This has been damaged and needs attention;
- Remove the Rotator Arch platform and replace with a similar unit;
- Remove the Multiplay unit and replace with a Toddler Multiplay unit, skim safer surface and extend surface if required;
- Remove the timber balance beam from the Agility Trail and replace with a more robust unit with foot grips.

Vandyke Road

- Remove both the Balance Beam Crossing and the Burma Bridge;
- Replace removed items with the following type of equipment with relevant safer surfacing;
 - Seesaw;
 - Slide;
 - Toddler Swings
 - Multiplay unit
- Relocate existing mounds to incorporate new equipment within the existing play area.

All sites

- Additional seating especially at Vandyke Road and Derwent Road
- Recommend actions to ensure that the areas are more accessible to those with mobility impairments

The aim is to replace outdated equipment, enhance the existing facility, utilise existing play equipment and to create a space that links imaginatively between new installations and old.

The provisional design(s) must be approved by the Client prior to consultation commencing.

Please note that innovative ideas to address existing issues on each site are welcomed. In addition, ideas to further improve each facility over and

above the scope of this tender may be included provided the submission explicitly identifies future items as just that.

3.1.5 Consultation

Using the approved provisional design, the Service Provider shall carry out appropriate consultation, in partnership with the Client team, with local residents, youth and community groups, Councillors, schools and other interested groups/organisations with regard to the proposed design for the play area. Consultation shall commence at least 6 weeks in advance of work commencing on site.

3.1.6 Installation

Installation of equipment and safer surfaces will be carried out by the Service Provider

The Service Provider shall provide a detailed "Schedule of Costs" for the proposed equipment and safer surfacing materials based on the final proposed design before being agreed with the Client. The agreed design and "Schedule of Costs" will be signed off by the Client and the Service Provider prior to any orders being placed.

The Service Provider will be responsible for ordering the correct equipment and materials based on the agreed design and "Schedule of Costs". Any variation from the agreed design must be agreed in advance with the client.

Installation of the equipment and safer surfaces should be accompanied with a project timeline and be scheduled to commence as soon as practicable following the consultation.

Once the site has been "signed off" as complete, the Client shall arrange for the inventory for the new site to be updated and for existing inspection and maintenance regimes to re-start.

The Client shall arrange for an official opening of the site to which the public and official guests will be invited.

3.2 Project Information

3.2.1 The Budget

The budget available for this project excluding VAT is anticipated to be a maximum of £100,000. This is a capped budget, including inflation. This budget will be expected to cover:

- All design costs and associated fees
- Participation in community consultation
- The cost of all equipment including

- Play equipment/features
 - Safer surfacing
 - Fencing/borders
- Cost of equipment to replace elements of existing equipment
- Removal of any equipment no longer required or in a poor state of repair
- Cost of Installation
- Any Delivery costs

The budget of £100,000 should have a minimum investment into each area as follows:

- Derwent Road - £45,000
- Mill Road - £15,000
- Vandyke Road - £25,000
- At Service Provider's discretion - £15,000

A full, itemised schedule of project costs is required showing clearly the individual elements of each item of play feature, safer surfacing and fencing.

The Service Provider is required to keep the quoted sum valid for a period of 12 weeks following the closing date for the submission of the application.

4.0 SELECTION PROCESS

4.1 Submission of Design

A primary objective of the client is to achieve value for money and whilst cognisance will have been taken of the tendered prices, the successful design team will have demonstrated compliance with the selection criteria to a highly consistent standard.

Each site design must be submitted to the Interim Head of Grounds & Environmental Services by the specified deadline and should include:

- A full, itemised schedule of costs identifying all equipment, safety surfacing, fencing as well as any ancillary items.
- A set of colour drawings showing the proposed layout of the play area and the features to be provided (no bigger than A1 size)
- An A1 size 3D-visual representation of the scheme.
- A provisional supply only programme with lead times and delivery dates
- Copies of all relevant warranties and guarantees.
- Landscape plan showing plant species and specification of landscape details including depths of surfacing and loose fill.

The client reserves the right to withdraw schemes at this stage if the quality of equipment or materials, or any aspect of the installation works is felt to be inadequate and the Tenderer may or may not be given an opportunity to amend the design.

4.2 Evaluation of Design

A two-stage evaluation process will be applied to this project. The client will assess the submissions to ensure they comply with the various elements of the design brief.

The following Criteria will be used by the client to evaluate the designs:

- Technical Merit – indicators will include play features/safer surfacing to be certified to BSEN 1176/1177
- Aesthetic and functional characteristics – play value, innovation, contemporary design, and accessibility for children of all abilities.
- Quality – choice of materials, design, suppliers & installers
- Future maintenance – ease/speed of obtaining spare parts/replacements
- Technical assistance – provision of inspection and maintenance schedules

Schemes that are not eliminated by the Client on the grounds of inadequate design will be assessed and these will be considered by the Grounds & Environmental Committee at its meeting scheduled for 4th December 2023. Following that meeting a formal appointment of the preferred contractor will be actioned.

The designs and recommendations of the preferred contractor will be presented for public consultation. Public consultation may include a presentation to a panel of young people and a series of public events/meetings which will be arranged by the Client but it will be expected that the Service Provider or his representative will attend to present the proposed scheme and to answer questions.

4.3 Planning Approval

The Service Provider will be required to identify any elements of its scheme that will require planning approval and provide relevant advice on obtaining permissions.

5.0 INFORMATION FOR TENDERING

5.1 Tender Submission

The following are to be provided by the Tenderers:-

- (a) Completed Form of Tender
- (b) Completed Non-Collusive Tendering Certificate

- (c) Drawings of the proposed designs
- (d) Schedule of Prices
- (d) Details of the Service Provider's main contact and any other team members

All communications or enquiries in respect of this tender shall initially be addressed in writing to:

Paul Russell, Interim Head of Grounds & Environmental Services,
Leighton Linlode Town Council, The White House, Hockliffe Street,
Leighton Buzzard, Bedfordshire LU7 1HD.

email: paul.russell@leightonlinlode-tc.gov.uk

Responses to any queries that may affect the tender will be advised to all Tenderers.

Should a Tenderer discover an error or inconsistency in the enquiry documents, they shall immediately inform the Council in writing. Instructions from the Council detailing how to resolve the error or inconsistency will be circulated to all potential Tenderers in writing.

Submitted quotations will remain open for acceptance for a period of twelve weeks from the date fixed for the submission or lodgement of the quotation.

Failure to provide all the information requested may result in the Council rejecting your tender.

APPENDIX A

LEIGHTON LINSLADE TOWN COUNCIL

**TENDER FOR THE UPGRADE OF PLAY AREAS IN LEIGHTON BUZZARD
AND LINSLADE**

FORM OF TENDER

Having examined the Contract Documents I/We offer to provide the whole of the Service for the prices set out in the Schedules of Prices.

We agree to enter into a formal agreement with the Council embodying this tender and in accordance with the terms and conditions within the tender document when required to do so by the Council.

Until a formal Agreement is prepared and executed, this tender together with the Council's written acceptance thereof, shall constitute a binding contract between this Council and ourselves.

I/We understand that the tender shall remain in force for a minimum of twelve weeks from the date fixed for the submission of tenders.

I/We understand that the Council is not bound to accept the lowest or any tender it may receive, and that the council reserves the right to accept all or part of any tender.

Signed

In the capacity of

Duly authorised to sign tenders
for and on behalf of

.....

Postal address

.....

.....

Telephone Number

APPENDIX B**LEIGHTON LINSLADE TOWN COUNCIL****TENDER FOR THE UPGRADE OF PLAY AREAS IN LEIGHTON BUZZARD
AND LINSLADE****NON-COLLUSIVE TENDERING CERTIFICATE**

I/We certify that this is a bona fide tender and that I/We have not fixed or adjusted the Schedules of Prices by or under or in accordance with any agreement or arrangement with any other person. I/We undertake that we have not done and will not do at any time before the hour and date specified for the return of this tender any of the following acts: -

- a) Disclose the fact that I/We have been invited to tender or communicate to a person other than the person calling for those tenders the rates contained within the Schedules of Prices or any other information contained in the tender except where the disclosure, in confidence, of that information was necessary to obtain insurance premium quotations required for the preparation of the tender or the purpose of sub-contracting.
- b) Enter into any agreement or arrangement with any other person that they shall refrain from tendering or as to the Schedules of Prices to be submitted.
- c) Offer or pay or give or agree to pay or 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 tender or proposed tender for the said work any act of the sort described above.

(The word 'person' includes any persons and any body or association, corporate or incorporate and 'any agreement or arrangement' includes any such transaction, formal or informal, and whether legally binding or not).

Signed

In the capacity of

Duly authorised to sign tenders
and give such certificates

Postal address

Telephone Number