



Fraser Road play area tender

Tender Pack

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Requirement and Scope of Works

Kings Worthy Parish Council is inviting companies to submit responses to its Invitation to Tender for the repair and replacement of damaged equipment at Fraser Road play area.

Due to a fire, multiple items in the play area were damaged including surrounding surfacing and fencing. The damaged equipment consists of (but is not limited to):

- RSS Record train engine and carriage
- Kompan Cloud Climber
- Kompan Sea Lion springer
- Ambersol Penguin bin
- Bow top fencing
- Wet pour surfacing

Location:

Address: Fraser Road play area, Fraser Road, Kings Worthy, Winchester, SO23 7PJ

Potential storage location – Adjacent car park to the rear of Kings Worthy Community Centre (access width limited).

What3Words (for play area entrance): //veto.repeating.protected

The approximate site area (within the black fencing) is 297 square metres. It is the responsibility of the tenderer to ensure the proposed equipment fits within the site boundary, allowing for the required space between features in accordance with the relevant British Standards (BS EN1176, 1177 and 7188).

Tenderers are required to visit the site, accompanied by representatives of the Parish Council, in order to familiarise themselves with the site, damage and works required.

Contractors will be responsible for making good any damage caused to the surrounding fencing and land during installation. Access and storage must be agreed by both parties before work commences on-site.

Reasonable notice must be given if you wish to meet with Parish Council representatives.

Tender Information

- The Council does not bind itself to accept the lowest price or any tender. The company shall not have any claim for expenses incurred in the preparation of this tender.
- Suppliers tender at their own cost and their fixed price tender shall remain open for acceptance for a period of 90 days after the due date for submission.
- As per regulation 113 of the Public Contracts Regulations 2015, the Parish Council will pay all valid undisputed invoices within 30-days. The Contractor must ensure that the same condition is applied to any contract they enter into as part of these works.

- As this tender is for a like for like replacement of existing equipment, the successful tender will be subject to agreement by the Parish Council's insurers. Tenderers must ensure that the tender submitted is cost-effective without compromising quality.
- Tenderers must ensure that Health & Safety legislation is adhered to at all times to minimise the risk to both the public, and staff undertaking the work.

A full copy of your method statement, risk assessments and relevant company certification and competences will be required upon request before work commences.

- The tenderer shall supply and erect suitable temporary fencing to ensure that the site is secured in-line with relevant health & safety legislation.
- The design should be compliant with all safety legislation and any relevant British and European Standards.
- The Contractor is responsible for locating and avoiding underground utilities prior to excavation, to ensure no damage during these works. Any damage shall be made good at the contractor's expense. This includes along the access route and storage areas.
- The Contractor shall ensure welfare facilities are provided for their employees. There are toilets and wash basins in Kings Worthy Community Centre, but the contractor must ensure that any dirt or debris is cleaned up immediately.
- The works should be carried out with minimal disturbance to local residents and users of the surrounding open space and equipment.
- This site is not designed for use outside of daylight hours; there are no current plans for extra lighting.
- The Council are currently investigating CCTV coverage for the play area thus the positioning of the equipment should bear this in mind.
- The Contractor should allow within the price for an independent inspection to be carried out upon completion and to carry out any identified remedial works as required prior to handover at no extra cost. A copy of the inspection shall be made available to the Client. The Contractor must respond with a plan for any remedial works within seven calendar days of receipt of the Independent Inspection Report.

Tendering instructions

The tender must include a priced schedule covering:

- Site set up, protective fencing, secured site storage compound, access arrangements and investigation works for underground utilities prior to commencement of works. This includes any underground utilities in the storage area and along the proposed access route.
- The removal of all existing damaged equipment/surfacing and fencing (as per tenderer's recommendations). To include the removal of all waste materials including but not limited to soil, spoil, foundations, equipment and surface materials. The removal of all arisings and or materials from the site (including waste from the installation process) which shall be disposed of at a certified waste disposal site.
- A proposal for the supply & installation of the specified replacement equipment (see appendix A).
- Any recommended/required safety surfacing. To comply with current design and safety standards, including any surfacing repairs and/or replacement.
- Option (alternative equipment) – A proposal for an alternative piece of equipment, manufactured and supplied by Kompan, to replace Item 3 (Cloud Climber). This piece of equipment will be in-keeping with the existing style and design aesthetic of the play area. This is to be priced separately as an option in place of like for like replacement of the damaged item.
- Option (additional fencing) – A cost for the extension/relocation of the existing bow-top fencing to encompass the existing rubber surfacing currently outside the fence line (see appendix B). This is to be priced separately as an option.
- Option (surfacing) – If a joint is required with the existing non-damaged surfacing, tenderers are to include an option to make a feature out of this joint by varying the colour of the replacement wet pour. For example, to give the appearance of a coastline in-keeping with the nautical theme of the play area. This is to be priced separately as an option (if required).
- On completion of the project, the reinstatement of all damaged surfacing (including grass), fencing and pathways (including that caused by the removal of existing equipment), must be rectified at the expense of the contractor.
- Allow for the inspection and certification by a RoSPA accredited inspector upon completion. The project will not be deemed complete until all snagging issues are resolved.
- Any other costs associated with the works carried out within the scope of this tender including any RoSPA certification costs.
- To carry out an inspection 12-months from handover by an independent play inspector. All issues highlighted relating to the equipment/surfacing and/or it's installation must be

rectified at cost to the supplier. This excludes damage caused by natural events, vandalism or wear & tear. This 12-month defect liability period shall be calculated from the date of the post installation inspection.

- A 5% retention will be held for a period of 12-months until the end of the defect liability period and paid only once any highlighted defects have been resolved.

The tender must also include:

Along with the priced schedule above, you must also provide the following information with your tender:

- Colour visual presentation (including 3D renderings) of the proposed design at a minimum of A3 size with supporting information about the equipment. Full details and specifications of the design shall be included. You may provide hard copies if you wish but an electronic copy must be provided in a pdf format.
- An outline programme of works including anticipated delivery and installation periods.
- A fully completed form of tender (see appendix C).
- A fully completed non collusion declaration (see appendix D).
- An up-to-date copy of the tenderer's proof of insurance for their public, product and employers' liability insurances (must be a minimum of £10,000,000).
- Full copies of the contractors and sub-contractors competencies. The contractor is responsible for all sub-contracted work and must ensure that all sub-contractors comply with the requirements laid out in this document, including all health & safety and insurance requirements.
- Information on the warranties/guarantees on all equipment, surfacing and workmanship proposed.
- Information on the procedures and availability of spare/replacement parts including timescales.
- At least 3 examples of experience of works of a similar value and/or size, preferably with references. Tenderers can also include case studies of similar work undertaken.
- A full breakdown of payment terms including thresholds and timings.

All required tender information is to be submitted by **11.59pm** on **Sunday, 20 August 2023**.

Any tender received after the deadline above will not be considered.

Tenders not submitted in accordance with the instructions above may not be accepted. The decision on whether a tender is acceptable will be final and made without consultation with the tenderer. The tenderer will be notified if they are not to be considered.

Tender Evaluation

Tenders will be scored using the matrix below.

Tender assessment criteria matrix

Criteria	Weighting
Maintenance requirements, warranties & Guarantees (including spare parts availability and lead times)	10%
Experience of similar works, case studies provided	30%
Options – Equipment provided and play value, suitability and sustainability (this includes general design, materials, surfacing specification)	10%
Cost	50%

Scoring Criteria

Score	Criteria for Award
6	Tender provided is thorough and meets all requirements in comprehensive detail, with no reservations about acceptability.
5	Tender submitted provides a good response which meets most of the requirements in good detail but provides confidence that the project requirements would be met.
4	Tender submitted provides a satisfactory response which meets most of the requirements in sufficient detail, providing confidence that most of the project requirements would be met.
3	Tender submitted provides an acceptable response which meets some of the requirements with partial detail. There are some concerns as to whether or not the project requirements would be met.
2	Tender submitted provides a minimal response which meets some of the requirements with very little detail. The tender provided does not provide confidence that the project requirements would be met.
1	Tender submitted fails to address the requirement, has submitted a nil response or that any other element of the response given raises major concerns as to whether or not the project requirements will be met.

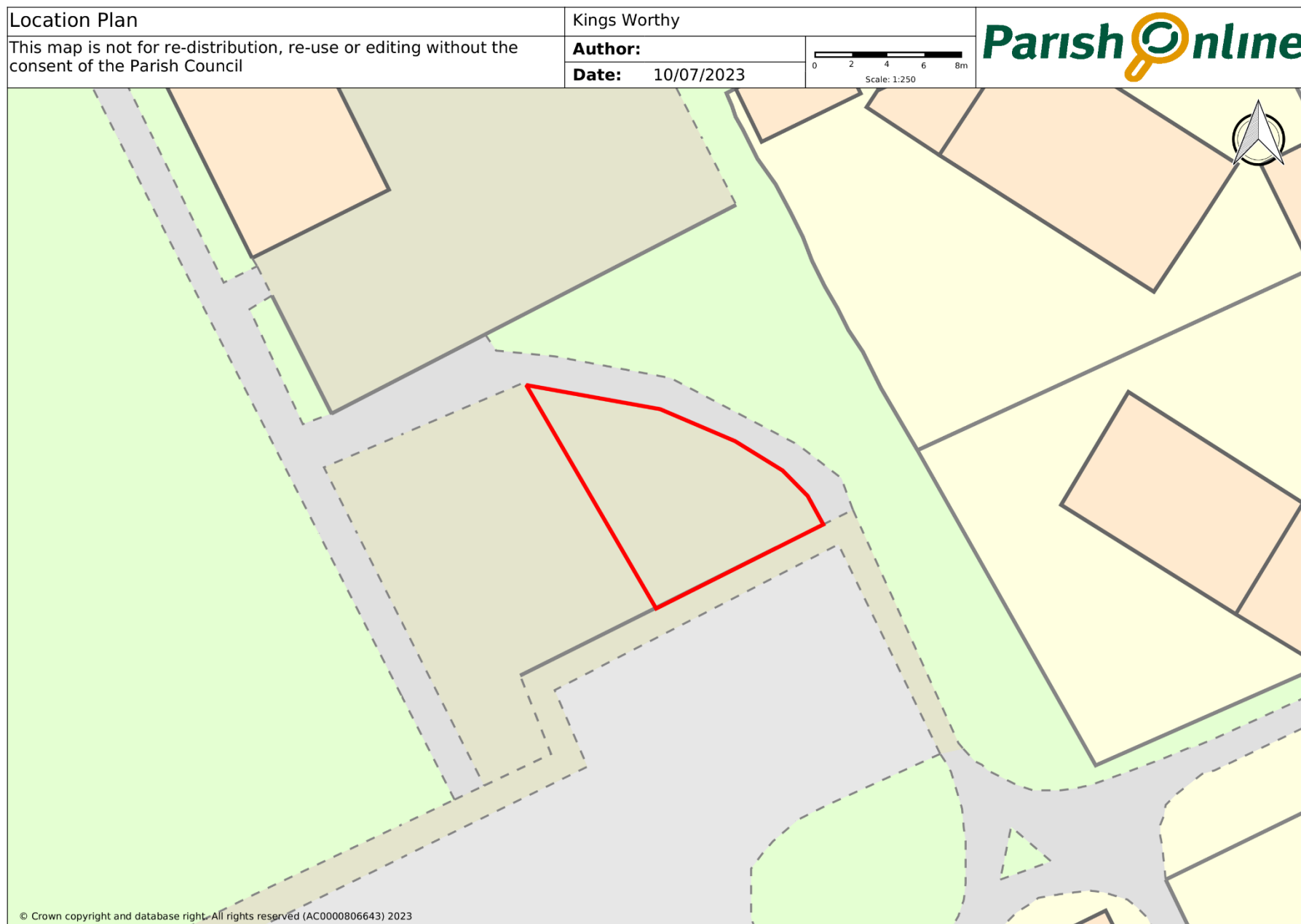
- A tender may not be accepted if it significantly fails to satisfy any of the above criteria, even if it scores well against other criteria.

- The Parish Council reserves the right to ask any tenderer for clarification statements to remove any ambiguity regarding a submitted tender. These clarification requests may be made at any time during the evaluation process but will not be considered once the scoring has been completed.

Timetable

Invitation to tender opens	19 th July 2023
Deadline for the submission of tenders	20 th August 2023
Evaluation	18 th – 25 th August 2023
Decision on selected tenderer (if any)	By end of August (subject to agreement from our insurers)
Start date for works on site	4-5 weeks after decision date (subject to equipment lead times).

APPENDIX A – LOCATION PLAN



APPENDIX B – REPLACEMENT EQUIPMENT

1. Replacement train – Kompan M525
<https://www.kompan.com/en/gb/p/m525>
2. Replacement carriage – Kompan M526
<https://www.kompan.com/en/gb/p/m526>
3. Replacement climbing frame – Kompan MSC5401 (Cloud Climber)
<https://www.kompan.com/en/gb/p/msc5401>
4. Replacement springer – Kompan KPL102 (Sea Lion)
<https://www.kompan.com/en/gb/p/kpl102>
5. Replacement penguin bin – Amberol PEN-1P
<https://amberol.co.uk/bins/educational-bins/bird-litter-bins>

Potential option – extension/relocation (current fence-line and surfacing shown)



APPENDIX C – FORM OF TENDER

To: Kings Worthy Parish Council
Parish Office
Lionel Tubbs Hall & Kings Worthy Community Centre
Kings Worthy
Winchester, Hants
SO23 7PJ

FRASER ROAD PLAY AREA REPAIR

Having examined the specification and schedule of works for the renewal of equipment at Fraser Road Play Area Ground, Kings Worthy, SO23 7PJ we submit a design and build tender for the sum of:

£..... + VAT

(Written amount)

Based on the below itemisation of scope of works and quotation breakdown:

Preliminaries

Cost for Surfacing (options to be priced separately)

Cost for Play Equipment (options to be priced separately)

Installation of Equipment (options to be priced separately)

Cost of other repairs (options to be priced separately)

RoSPA Post installation Inspection

Reinstatement of works (options to be priced separately)

Waste and Disposal (options to be priced separately)

Contingencies (to be agreed with Council prior to use)

We undertake to carry out and complete the works in accordance with the specification and information provided to us.

We understand that you are not bound to accept the lowest or any Tender you may receive.

Yours faithfully,

Signature:

for and on behalf of (we):

Date:

APPENDIX D – NON-COLLUSION DELCARATION

We certify that this is a bona fide tender, and that we have not fixed or altered the amount of the tender by or in accordance with any agreement or arrangement with any other person. We also certify that we will not at any time before the time and date specified for the return of this tender, carry out any of the following acts:

- a)** Communicate to a person the amount or approximate amount of the proposed tender, except where the disclosure of the approximate amount of the tender was necessary to obtain insurance quotations required for the preparation of the tender. This disclosure was kept in confidence between ourselves and the third party providing the insurance quotation.
- b)** Enter into any arrangement and/or agreement with any other person as to the amount of any tender to be submitted or that they shall refrain from tendering.
- c)** Offer to pay/give or agree to pay/give any sum of money or valuable commodity directly or indirectly to any person for doing/having done or causing/having caused to be done in relation to any other tender or proposed tender for the said specified work any act described above.

In this certificate, the word 'person' includes any persons and/ or association, incorporate or unincorporate; and 'any arrangement or agreement' include any such transaction formal or informal, and whether legally binding or not.

SIGNED

ON BEHALF OF

DATE