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**PUCKLECHURCH**  
**P A R I S H C O U N C I L**

INVITATION TO TENDER

UPGRADE AND REDESIGN OF  
EAGLE CRESCENT PLAY AREA

PUCKLECHURCH PARISH COUNCIL

25 PARKFIELD RANK

PUCKLECHURCH

BRISTOL

BS16 9NR

Tel: 07525 842095

Email: [clerk@pucklechurchparishcouncil.gov.uk](mailto:clerk@pucklechurchparishcouncil.gov.uk)

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## A. GENERAL REQUIREMENTS

1. The Parish Council is seeking a suitably qualified Contractor to design, supply and install new play equipment and safety surfacing as required at an existing play facility The location is at Eagle Crescent Pucklechurch Bristol BS16 9SE.
2. Pricing  
The overall budget for this Tender is £60,000.00 which is made up of S106 developer contributions. Tenderers should provide their best possible solution for this price and are advised not to exceed the budget.
3. All pricing should be exclusive of VAT and in GBP (£) and be valid for 90 days from the due date of the response. Prices will be fixed and firm for the duration of the contract.
4. 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 responses are the responsibility of the suppliers choosing to participate.
5. The Parish Council may refuse a tender response if the response fails to provide all the information required by the Parish Council to make a full evaluation. Any offence or inappropriate actions by the tenderer, including an offence under the Prevention of Corruption Act or the tenderer directly canvassing any member of the Parish Council concerning the tender other than “appropriate” contact made to the Clerk of the Council for the purposes of clarifying the requirements or raising any questions pertaining to the tender.
6. The parish council is not bound to accept the lowest or any tender submitted and its decision is final.
7. Sustainability
  - Priority will be given to Contractors who share the Council’s environmental objectives.
  - Contractors must submit an Environmental Statement and outline how they and their suppliers are minimising environment impact including:
    - Sourcing materials.
    - Manufacture.
    - Packaging.
    - Transport.
    - Disposal and product end of life options.
  - Priority will be given to sustainable and easy/affordable equipment to maintain.
  - Where possible the Council will purchase locally where best value can be satisfied.
  - The past record of the supplier will be taken into account when evaluating “best value”. This does not require the Council to select the lowest quotation.
  - Contractors and any companies involved in the supply/procurement of the play equipment must comply with the Modern Slavery Act 2015, wherever it applies.
  - The Council will look favourably to organisations that pay the Living Wage.

## B. CONTRACT CONDITIONS

### Works and Standards

This tender is for work to design, supply and install additional appropriate play equipment, safety surfacing (as required) and all associated works. All work should comply to any relevant regulations primarily BS EN 1177 and BS EN 1176 and any other British or European Standards that are relevant to this project. If the work does not conform to the required standard and as a result the materials or workmanship are substandard or require replacement or repair, this will be completed at the cost of the Contractor.

The Contractor must follow all relevant Health and Safety legislation and will have the skills, knowledge, and experience 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. The appointed Contractor must provide the following before any work begins:

- Health and Safety policy,
- Programme of Works with a commencement and completion date
- Risk Assessment and Method Statement
- An Organisational Chart outlining escalation contacts that are available to remedy any issues that arise, and the order of contact

### Insurance

The successful Contractor must be able to provide evidence prior to work commencing as detailed in the relevant section of the tender document.

### Project management

The selected Contractor will commit to periodic meetings on site during construction between agreed parties from both The Council and The Contractor, until work is completed and handed over. The timing of these site visits will be agreed before work commences.

Any queries should be directed to the clerk, normal working hours are Tuesday to Thursday 9:00am – 3:00pm. **The closing date for this tender is 5pm on Friday 28<sup>th</sup> January 2022**

Tenders must be submitted in hard copies, but please also submit any tenders by email to [clerk@pucklechurchparishcouncil.gov.uk](mailto:clerk@pucklechurchparishcouncil.gov.uk) by the closing date. In the interest of transparency with the exception of the covering letter, all presented information within the tender including designs should be anonymised with no identifying logos or hyperlinks. Submitted tenders should include the following completed forms:

Appendix 1 Organisational Details

Appendix 2 Visuals and written proposal

Appendix 3 Environmental Statement and Sustainability outline

Appendix 3 Previous experience

Appendix 5 Suitability Assessment Questions

1. Bidding model
2. Insurance
3. Health and Safety
4. Equality
5. Environmental Management

Appendix 6 Grounds for mandatory exclusion

Appendix 7 Certificate as to canvassing of members and employees

Appendix 8 Tender submission

Appendix 9 Warranty and reference information

C. SCOPE OF WORKS

This project will be awarded as a fixed cost contract with a maximum budget up to £60,000.00 exclusive of VAT.

Pucklechurch parish council is looking for innovative designs that best enhance the overall play experience at Eagle Crescent for younger children – target group is aged 9 and under.

Ci. EXISTING FACILITY

Post code: BS16 9SE OS Grid reference: ST70233 75942

Eagle Crescent is a traditional play area that serves families living within the wider Oaktree Avenue and associated 1960's housing developments.



Google maps <http://www.google.co.uk/maps/place/Eagle+Cres,+Bristol/@51.4818365,-2.429785,309m/data=!3m1!1e3!4m5!3m4!1s0x487184c8f90db243:0xe3fa4d0f0e3802ca!8m2!3d51.4815075!4d-2.4296697>



Google Maps [https://www.google.co.uk/maps/@51.4816619,-2.4297001,3a,37.5y,279.31h,86.36t/data=!3m7!1e1!3m5!1s0PQUMySAAg6t8rfjbt4Lvg!2e0!6shttps:%2F%2Fstreetviewpixels-pa.googleapis.com%2Fv1%2Fthumbnail%3Fpanoid%3D0PQUMySAAg6t8rfjbt4Lvg%26cb\\_client%3Dmaps\\_sv.tactile.gps%26w%3D203%26h%3D100%26yaw%3D202.20612%26pitch%3D0%26thumbfov%3D100!7i13312!8i6656](https://www.google.co.uk/maps/@51.4816619,-2.4297001,3a,37.5y,279.31h,86.36t/data=!3m7!1e1!3m5!1s0PQUMySAAg6t8rfjbt4Lvg!2e0!6shttps:%2F%2Fstreetviewpixels-pa.googleapis.com%2Fv1%2Fthumbnail%3Fpanoid%3D0PQUMySAAg6t8rfjbt4Lvg%26cb_client%3Dmaps_sv.tactile.gps%26w%3D203%26h%3D100%26yaw%3D202.20612%26pitch%3D0%26thumbfov%3D100!7i13312!8i6656)

Sited within a residential area, the play area comprises the originally installed traditional play equipment and is part of a larger green space used for rough and tumble or chase type games.



A play area consultation undertaken during Covid-19 lockdown highlighted *'the limited play value of much of the outdated play equipment, with more equipment needed especially for younger children and the desire for a more inclusive and welcoming environment'*.

The objectives of this project are:

- To provide a more appealing play area for youngsters to have fun, meet friends and play and be happy in their local neighbourhood.
- To make the play area more inclusive.
- To attract new participants and widen participation.
- To provide a more appealing social space to help grow a sense of community spirit and address loneliness/isolation.

#### D. SPECIFICATIONS

The residential location of this existing play area dictates that design proposals must be suitable for younger children and the overall layout should not intrude upon neighbouring properties. By creatively integrating new equipment with the existing provision, the council is looking for exciting ideas to bring new life to this playground and provide real value for money.

It must provide an exciting and accessible play space that offers a welcoming social space for parents with younger children to meet and socialise and is appealing to children from toddlers through to 8/9 years old. The key aims are a play area that:

- is accessible to children with additional needs so at least one fully accessible piece of equipment is integrated within the play area whilst other pieces should appeal to as wide a range of abilities as possible,
- provides a wide range of play opportunities to encourage imaginative as well as active and challenging play,
- provides equipment that is suitable for use by children of all abilities regardless of skills and capabilities,
- allows children of different ages to play together,
- uses the space creatively for maximum play value,
- is open-access so children can move independently between equipment.

No proposed items of play equipment should be of such size and height as to require planning permission, which is not appropriate for this project. Consideration should be given to any neighbouring residential boundaries ensuring that the equipment does not overlook their gardens.

Equipment must be compliant with all relevant British and European Standards EN 1176 & 1177 (Appendix 2) and is easy to maintain with readily accessible and affordable spare parts. With heavy clay subsoil, play equipment should be manufactured from metal, steel or composite materials wherever possible and resistant to vandalism with no timber elements.

Where required any proposed safer surfacing must be recycled or environmentally friendly and must not compromise the ability to cut and maintain the grass.

Some seating should be incorporated into the design to provide a more welcoming environment for parents, carers and others to be able to sit and socialise whilst supervising play. Designs should minimise the likelihood of encouraging older children to congregate and cause a nuisance to local residents. Again, seating must comply with the stated environmental requirements.

Whilst the preferred option is to retain all the existing equipment, the council may be willing to consider proposals that include the moving of, or as a last option removal of, existing equipment if this action is essential to the integrity of the new improved design.



## E. SITE SPECIFIC CONTRACT CONDITIONS

The Contractor will respect that the adjacent parking to the play area is on local residential roads and will take care so as not to inconvenience residents.

Whilst confirmation of work hours, storage of materials and a final programme of works and risk assessment will need to be finalised and provided to the Parish Council before work begins on site, it will include:

- Working hours restricted to 9-5pm Monday to Friday.
- The residential location of the play area may impact on the size of vehicles which can gain access and the Contractor will take full responsibility for any deliveries.
- The Contractor is responsible for the safe, secure storage of materials on this open site and insurance of any materials on site associated with this project.
- The facility will need to be closed to allow for these works to be completed and during installation the Contractor will need to provide suitable HERAS fencing and safety notices around the construction site.
- On completion of the project, any areas that have been damaged during the installation such as the grassed areas must be returned to the original condition at the Contractor's expense. Reinstatement of any damaged grass either as part of the construction works or the removal of the equipment and surfacing must be reinstated.

### Access to Utilities

There is no access to either power or water supplies at this location.

### Buried Services

Although a utilities search is being undertaken and no buried services have yet been identified within the play area, it remains the responsibility of the Contractor to carry out any appropriate checks prior to commencing any excavations

### Site Safety

The appointed Contractor must provide a method statement and full risk assessment of the works before any work begins to ensure site safety and safe work area in accordance with Health and Safety regulations to protect its employees, any council staff and any members of the public.

### Inspections

At the completion of the installation, handover is conditional on an independent ROSPA accredited inspection carried out on behalf of the Client.

## F. TIMETABLE FOR PROJECT

Date	Action	Closing date
6 <sup>th</sup> December 2021	Publish tender using contract Finder and by email notification of tender to companies who have expressed an interest	28 <sup>th</sup> January 2022
Between 7 <sup>th</sup> and 24 <sup>th</sup> February final date(s) to be confirmed	Full evaluation of anonymous tenders to select shortlist of preferred designs as per evaluation criteria	By 24 <sup>th</sup> February 2022
2 <sup>nd</sup> March 2022	Half an hour Zoom meetings with shortlisted tenderers for Q&A and any clarification	2 <sup>nd</sup> March 2022
7 <sup>th</sup> March 2022	Public engagement on shortlisted designs	25 <sup>th</sup> March 2022
6 <sup>th</sup> April 2022	Full council meeting to select preferred supplier	6 <sup>th</sup> April 2022
7 <sup>th</sup> April 2022	Contractor notified	

Subject to procurement the Parish Council wishes this project to be completed by Autumn 2022.

## G. SCORING CRITERIA

Suitability of design in response to tender	20
Innovations within design	10
Accessibility and suitability for target users	20
Value for money	15
Quality of materials and longevity/ease of maintenance including warranties	10
Environmental criteria	10
Relevant experience of similar projects in the parish/town council sector	5
Suitability assessment (as per appendix 5)	5
Public preference	5

## Scoring

100	Exceptional response in all areas
90	Exceptional response with some minor shortcomings, or very good response with some exceptional elements
80	Very good response in all areas
70	Very good response with some minor shortcomings, or good response with very good elements
60	Good response in all areas
50	Good response with some minor shortcomings, or acceptable response with good elements
40	Acceptable response in all areas
30	Acceptable response with some minor shortcomings, or poor response with some acceptable elements
20	Poor response in all areas
10	Very poor response that is significantly below expectations in all areas
0	No response, or inappropriate response in all areas

## H. 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 ultimately select the Most Economically Advantageous Tender.

The tender process will be by Open Tender.

The play area is an open site and suppliers are welcome to visit the site at their own convenience without penalty.

All questions and requests for clarification should be by email and will, subject to there being a confidentiality issue that cannot be resolved, posted to a dedicated page on the parish council website for all potential bidders to see.

### Evaluation and Award Criteria

All Tenderers shall provide all the information requested in the tender pack.

All written responses should be in Word using Arial font point 11.

In the interest of transparency with the exception of the covering letter, all presented information within the tender including designs should be anonymised with no identifying logos or hyperlinks.

Unclear Tenders may be discounted in evaluation. The Council reserves the rights to seek clarification.

To ensure that Tenders are evaluated on a consistent basis it is essential that responses are made to all the requirements listed within this document and are clearly referenced to specific evaluation criteria.

The first-round evaluation will shortlist those designs that best meet the criteria and these will form the first-round preferred options.

Contractors selected in this first round will each be invited to present their designs to council to ensure there is total clarity on the proposal – this will be via a Zoom meeting.

The council will then engage with its community, sharing the shortlisted designs to gauge public opinions.

The council will collate their finding and make the final selection of preferred Contractor.

The council's decision is final and will reflect the offer that most meets all the specifications and public expectations.

## Appendix 1 ORGANISATIONAL DETAILS:

Full Name of Organisation	
Registered Address	
Postcode	
Company Registration Number	
Registered VAT Number	

## PARENT COMPANY DETAILS (IF APPLICABLE)

Name of Holding/Parent Company	
Address of Parent Company	
Postcode	
Parent Company Registration Number	
Date of Incorporation, Formation of Partnership or Commencement of Holding Company	
Legal Status (eg Partnership, Private Limited Company)	

## CONTACT DETAILS

Name	
Position	
Address (if different from main address)	
Postcode	
Telephone Number	
E-mail Address	

Appendix 2 VISUALS AND WRITTEN PROPOSAL

Please support your visual plans for the Eagle Crescent play area with a written description of the proposal in no more than one side of A4 using font Arial 11

Empty box for written proposal.

### Appendix 3 ENVIRONMENTAL STATEMENT AND SUSTAINABILITY OUTLINE

Please provide an Environmental Statement and outline how you and your suppliers are minimising environment impact including:

- Sourcing materials.
- Manufacture.
- Packaging.
- Transport.
- Disposal and product end of life options.

Your outline should not exceed one side of A4 using font Arial 11

**Appendix 4 PREVIOUS EXPERIENCE**

To demonstrate your experience, please provide brief information on two similar projects you have installed for clients within the parish/town council sector

Project 1

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Project 2

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Appendix 5 SUITABILITY ASSESSMENT QUESTIONS

Bidding model

Please indicated where you are:

a)	Bidding as a Prime Contractor delivering 100% of the key contract deliverables yourself	Yes / No
b)	Bidding as a Prime Contractor who will use third parties to deliver <u>some</u> of the services  If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-Contractor and the key contract deliverables each sub-Contractor will be responsible for.	Yes / No
c)	Bidding as Prime Contractor but will operate as a Managing Agent and will use third parties to deliver <u>all</u> of the services  If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-Contractor and the key contract deliverables each sub-Contractor will be responsible for.	Yes / No

Sub-contracting arrangements

The authority recognises that arrangements in relation to sub-contracting may be subject to future change, and may not be finalised until a later date. However, Suppliers should be aware that where information provided to the authority indicates that sub-Contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the Supplier to proceed with the procurement process or to provide the supplies and/or services required. Suppliers should therefore notify the authority immediately of any change in the proposed sub-Contractor arrangements. The authority reserves the right to deselect the Supplier prior to any award of contract, based on an assessment of the updated information.

Insurance

a)	The Contractor confirms that they have the following levels of insurance cover if awarded the Contract: Employer’s (Compulsory) Liability Insurance = £10,000,000 Public Liability Insurance = £10,000,000 Professional Indemnity Insurance = £5,000,000 Product Liability Insurance = £10,000,000	Yes/ No
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If you are selected as the preferred Contractor following evaluation, you will be required to submit copies of your insurance certificates and plans.

Health and Safety

a)	The Contractor confirms their Organisation has a Health and Safety policy that complies with current legislation. If you are the preferred Contractor following evaluation you will have to provide a copy of your Health and Safety Policy.	Yes / No
b)	Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?	Yes / No



	If your answer to this question was “Yes”, please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result. Bidders may be excluded if they are unable to demonstrate to the authority’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.	
c)	The Contractor confirms that if using sub-Contractors, there are processes in place to check whether any of the above circumstances apply to these other organisations.	Yes / No

*If selected as the preferred Contractor, you must be able to provide all evidence relating to these criteria within 5 working days of being notified to this effect.*

### Equality

a)	In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?	Yes / No
b)	In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination?  If you have answered “yes” to one or both of the questions, you may be excluded if you are unable to demonstrate to the authority’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.	Yes / No
c)	If you use sub-Contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	Yes / No

### Environmental Management

a)	Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)? If your answer to this question is “Yes”, please provide details. The authority will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.	Yes / No
b)	If you use sub-Contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation?	Yes / No

Appendix 6 GROUNDS FOR MANDATORY EXCLUSION

Contractors will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to: bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate eg only minor amounts involved).

a)	The Contractor confirms that their Organisation has not been convicted of the above offences:	Yes	No
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The authority may exclude any Supplier who answers ‘Yes’ in any of the following situations set out below.

		Yes	No
a)	The Contractor confirms that their Organisation has not been convicted of child labour or any other human trafficking offences.		
b)	The Contractor confirms that they have not made a breach of obligations relating to payment of taxes or social security.		
c)	The Contractor confirms that they are not bankrupt or are the subject of insolvency or winding-up proceedings, where assets are being administered by a liquidator or by the court, where there is in an arrangement with creditors, where business activities are suspended or there is any analogous situation arising from a similar procedure under the laws and regulations of any State.		
d)	The Contractor confirms that they have not violated any environmental, social or labour law.		
e)	The Contractor confirms that they have not been guilty of grave professional misconduct, which renders its integrity questionable.		
f)	The Contractor confirms that there is no conflict of interest arising in the conduct of this procurement procedure.		

Appendix 7 CERTIFICATE AS TO CANVASSING OF MEMBERS AND EMPLOYEES

Tender for the regeneration of the Eagle Crescent play area, Pucklechurch Bristol.

We hereby certify that I/we have not canvassed any Member or employee of Pucklechurch Parish Council in connection with the award of the contract to perform the Service and that no person employed by us or acting on our behalf has done any such act.

We further hereby undertake that I/we will not canvass any Member or employee of Pucklechurch Parish Council in connection with the award of the contract to perform the Service and that no person employed by us or acting on our behalf has done any such act.

Signature:

Position:

On behalf of Company:

Dated

2022

Appendix 8 TENDER SUSMISSION

To: Pucklechurch Parish Council  
25 Parkfield Rank  
Pucklechurch  
Bristol  
BS16 9NR

Dear Sirs

Tender for the regeneration of the Eagle Crescent play area, Pucklechurch Bristol

I/we hereby certify that this is a bona-fide competitive tender and that I/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<sup>1</sup>.

Having carefully examined and considered the Invitation to Tender including without limitation the Works Specification, the instructions for tendering and the conditions of contract and in consideration of the Council considering this Tender, we:

1. Offer to provide the works required to meet the Works Specification and to enter an agreement with the Council in the Council's form of Contract for the FIXED PRICE SUM OF:

£

..... (Amount in words)

2. Confirm that we are able to provide the works required to meet the Works Specification and that we have read all of the conditions of contract and are satisfied as to our abilities and experience to satisfy the requirements of the Contract Documents.
3. Confirm that, if our Tender is accepted, we will upon demand: Produce evidence that the relevant insurances and compliance certificates with relevant legislation and policy are held and are in force; and

Execute and deliver the required contract documents to the Council as set out in the Invitation to Tender;

4. Agree that this Tender shall constitute an irrevocable, unconditional offer which may not be withdrawn for a period of 90 days from the date of this Tender without the Council's prior written consent and if the Council accept this Tender, we will be bound to contract with the Council on the basis of the submissions made in this Tender.
5. Agree that in consideration of the Invitation to Tender being sent to us and by submitting our Tender we confirm we are bound by the conditions of this Tender as set out in the Invitation to Tender including but not being limited to the obligations of confidentiality.

<sup>1</sup> In this certificate, the word "person" includes any persons, bodies or associations, corporate or non- corporate, and "any agreement or arrangement with any other person" includes such transaction, formal or informal, and whether legally binding or not.

We understand that the Council is not bound to accept any Tender that it receives.

Signature:

Position:

On behalf of Company:

Dated: 2022

Appendix 9 WARRANTY AND REFERENCE INFORMATION

Warranty Information:

Please complete any warranty details in the table below:

Material / Item	Warranty Period (Years)	Conditions / Exclusions

References:

Please provide three (3) references for similar requirements that have been completed within the last 3 Years, in the following format:

Name of Client	
Contact Name	
Contact Telephone	
Contact Email	
Location of Installation	
Value of Project (£)	
Description of Project	
Date of Installation	

Name of Client	
Contact Name	
Contact Telephone	
Contact Email	
Location of Installation	
Value of Project (£)	
Description of Project	
Date of Installation	

Name of Client	
Contact Name	
Contact Telephone	
Contact Email	
Location of Installation	
Value of Project (£)	
Description of Project	
Date of Installation	