

# Improvements to Salthill Play Area

## Invitation to Tender

### Section 1 – Overview and Project Brief

Ribble Valley Borough Council (the Council) is looking to develop an existing play area. The play area is located within a residential area. The budget available for the site is £95,000.00 and the contractor shall allow for this in their tender. The Contractor is to develop a design for the site that includes the reuse of any existing suitable equipment, making the most of the topography and location of the site. The design for the site shall incorporate play element(s) suitable for disabled children.

### Section 2 - Instructions to Tenderers

#### 2.1 Timetable

| Task   | Date   |
|--|--|
| Deadline for requesting site visits & submitting clarification questions<br><b>NOTE:</b> Due to the General Election on the 4 <sup>th</sup> July 2024 it will not be possible to arrange any site visits for this day. | 5:00pm on Friday 12 <sup>th</sup> July 2024              |
| Closing date for submission of Tenders   | 2:00pm on Monday 22 <sup>nd</sup> July 2024              |
| Evaluation of Tenders  | 23 <sup>rd</sup> July 2024 to 26 <sup>th</sup> July 2024 |
| Anticipated contract award date  | Monday 29 <sup>th</sup> July 2024                        |
| Anticipated contract start date  | Monday 19 <sup>th</sup> August 2024                      |

This timetable is indicative only and the Council reserves the right to change it at its discretion.

#### 2.2 Clarification Questions and Site Visits

If you have any clarification questions or would like to arrange a site visit, please contact the email below:

[procurement@ribblevalley.gov.uk](mailto:procurement@ribblevalley.gov.uk)

Other than via the email above, no Council employee or member of the Council has the authority to give any information or make any representation (express or implied) in relation to this Invitation to Tender or any other matter relating to the Contract.

Please note that the Council's responses to any queries or clarification requests may, at the Council's discretion, be circulated to all Tenderers.

In considering your intention to submit a tender please review all sections of this ITT, carefully noting the instructions relating to the terms on which Tenders are submitted as failure to comply with these instructions may result in the tender being deemed non-compliant.

#### 2.3 Submission of Tenders

Participants must submit their Tender by post no later than the date and time shown in the timetable above. Tenders submitted by facsimile or electronic transmission will not be considered.

Tenders must be submitted in a plain sealed envelope or package which shall bear the word "TENDER FOR IMPROVEMENTS TO SALTHILL PLAY AREA" and shall not bear any name or mark indicating the sender.

Tenders are to be sent to:

Head of Legal and Democratic Services,  
Council Offices,  
Church Walk,  
Clitheroe,  
Lancashire,  
BB7 2RA

Tenderers must obtain for themselves at their own expense all information necessary for the preparation of their Tenders.

## 2.4 Checklist for Tenderers

The Tender submission must include a fully completed Form of Tender and the items listed in the table below. Failure to provide all of the items in the checklist may cause your Tender to be non-compliant and not be considered.

| No | Item  |
|----|---|
| 1  | Responses to Evaluation Questions – Section 3.1 |
| 2  | Evidence of Insurance – Section 4.2             |
| 3  | Form of Tender                                  |

## 2.5 Pricing

Tenderers must submit a lump sum fixed price for completing the requirements set out in this document.

All Prices shall be stated in pounds sterling and shall be exclusive of VAT.

The tender must include all costs that will be associated with the contract e.g. labour, materials, disposal of waste, excavated material and the like, removal and disposal of any existing unsuitable equipment and making good surfacing where equipment has been removed, overheads etc. No claims for additional payment will be considered for items that have not been included in the tender.

## Section 3 Tender Evaluation and Award Criteria

The Council does not undertake to accept the lowest or any tender and reserves the right to accept the whole or any part of any Tender submitted.

Each Tender will be checked initially for compliance with all requirements as set out in this document.

Tenders will be evaluated against the award criteria set out below.

During the evaluation period, the Council reserves the right to seek clarification in writing (by email) or by means of a clarification meeting from any or all of the Tenderers, to assist it in its consideration of their Tenders.

Tenders will be evaluated on both price and quality to determine the most economically advantageous tender with a weighting of 40% price and 60% quality.

Tenders that exceed the budget available for the project may be deemed to be non-compliant and may not be considered.

Price will be evaluated by comparing costs across tenderers' submissions. Submissions will be ranked in order of price with the lowest submission attracting the full weighting of 40% thereafter the scores will be attributed as a percentage difference to the lowest price.

Quality will be evaluated based on the responses to the Evaluation Questions.

The Evaluation Questions have different weightings as shown against each question. Each individual question shall be scored based on the following scoring criteria:

| Awarded Score |   |
|---------------|---|
| 0             | Major non-compliance with requirements. Evidence is unacceptable or non-existent. There is a failure to properly address issues or meet any of the requirements or no information provided. |
| 1             | Does not meet requirements. Major deficiencies or concerns in certain areas or where the lack of detail and relevance requires the reviewer to make assumptions.                            |
| 2             | Meets requirements. Minor deficiencies or concerns in information provided but may be adaptable.  |
| 3             | Meets requirements. Adequate relevant detail provides a comprehensive response demonstrating fully how requirements will be met.  |
| 4             | Exceeds requirements. A comprehensive response which meets all requirements and offers some added value.  |

The quality score for each individual Evaluation Question will be determined using the following formula:

$$\text{Individual Evaluation Question Quality Score} = \text{Awarded Score} \times \text{Weighting}$$

The overall quality score will be determined using the following formula:

$$\text{Overall Quality Score} = (\text{Total Quality Score for Evaluation Questions} / 40) \times 60$$

Insurance will be assessed on a pass / fail basis. Submissions by tenderers who do not have or are unable to obtain the necessary insurance will not be considered.

### 3.1 Evaluation Questions

Tenderers must answer the following evaluation questions and the responses must be submitted as part of the tender. Please keep your answers concise.

1. Design Proposal - the Contractor is to provide a design proposal for the site which shall include as minimum the following:
  - a. Site layout
  - b. Equipment to be installed, including safety surfacing as required
  - c. How the design proposals will boost the appeal, play value and play safety at the site, taking into account accessibility

Weighting - 6

2. Delivery Timetable / Implementation Plan - The Contractor shall set out a timetable for completion of the works set out in this tender. For the purpose of developing the timetable the Contractor shall assume a contract start date of 19<sup>th</sup> August 2024

Weighting - 2

3. Management of the Project - The Contractor is to detail how they will effectively and safely manage the project from the point of contract award to completion including:
  - a. Key Risks associated with project and how those risks will be managed
  - b. Management of site safety
  - c. Phasing of the works
  - d. Post-installation inspection

Weighting - 1

4. Warranties and Guarantees - The Contractor is to include the duration and scope including any specific exclusions of the warranties and guarantees for each piece of equipment and for any new safety surfacing installed as part of the project.

Weighting - 1

## Section 4 – Conditions of Contract

### 4.1 Terms and Conditions

The terms and conditions of contract applicable to the awarded contract shall be the Council’s general terms and conditions as set out on the Council’s website at the following link:

[Standard Terms and Conditions of Purchase – Ribble Valley Borough Council](#)

### 4.2 Insurance

For the duration of the contract the appointed contractor shall maintain the following insurance necessary to cover any liability arising under the Contract:

| Type of Insurance                       | Minimum Level of Cover |
|---|------------------------|
| Public Liability Insurance              | £5 million             |
| Employers Liability (legal requirement) | £5 million             |
| Professional Indemnity Insurance        | £2 million             |

The contractor shall prior to the Contract Start Date and/or upon request provide evidence that all premiums relating to such insurances have been paid.

If the contractor does not maintain the necessary insurances under the Contract the Council may insure against any risk in respect of the default and may charge the contractor the cost of such insurance together with a reasonable administration charge.

### 4.3 Health and Safety

The Council is fully committed to meeting its responsibilities under the Health and Safety at Work etc. Act 1974, the Management of Health and Safety at Work Regulations 1999 and associated protective legislation. The Council requires any contractor delivering works, goods or services on behalf of the Council to support it in meeting its health and safety responsibilities. To this end the Contractor should familiarise themselves with the Council’s “Health and Safety Policy – General Statement of Intent” included with the Invitation to Tender.

The Contractor must be familiar with and carry out all works in strict conformance with relevant Health and Safety Legislation.

## Section 5 – Specification

### 5.1 Overview

The Council is looking to develop an existing play area in a residential site. There is the potential at the site for some existing equipment to be retained, the contractor is expected to assess and determine if that is possible within the context of their design. All new equipment will be metal and robust to withstand misuse in an area which has been prone to vandalism previously. The surfacing at the site is grass, with no wet pour safety surfacing, nor is there a fence around the site. It is not intended to install a fence and the use of wet pour though not discounted by the council, is because of the site expected to be kept to a minimum dependent upon the design requirements of the equipment installed.

The design for the site shall incorporate play element(s) suitable for disabled children.

The Contractor shall include in their price for the design, supply, and installation of play equipment, any necessary new or replacement surfacing at the site and for removing any waste from the site arising from the contract.

The Contractor is strongly advised to visit the site prior to submitting their tender to ensure they are fully aware of the site location, layout and condition of existing equipment any constraints imposed by the site and any site access restrictions.

## **5.2 Site Location**

Salthill Play Area is located in Clitheroe and the site is accessible from Salthill Road, Clitheroe.

A location plan for the site is given in Appendix 1

## **5.3 Design Requirements**

The council is looking to the Contractor to develop an exciting and innovative design that boosts the appeal, play value and play safety at the site. Existing equipment is to be retained if it can be incorporated into a new design. It is not anticipated that the site will be fenced upon completion and for reasons of maintenance and lifetime costs, the use of safety surfacing is to be kept to a minimum and this requirement will be reflected in the design of the equipment. There is currently no safety surfacing present at the site. The majority of the current equipment is principally wooden construction, all new equipment will be metal and robust to withstand the isolated nature of the site and the abuse it can be subjected to.

At the site there is limited provision for children with disabilities so the design must include equipment and features that are safe and accessible for children of all abilities.

## **5.4 Post-installation Inspection**

Upon completion of the works the Contractor is to arrange for a RoSPA post-installation inspection of each of the sites and shall include for the cost of the inspection in their tender. The Contractor will provide the Council with copies of the post-installation report. Where the inspection identifies any defects with the new equipment or its installation the Contractor will be required to rectify these at their own expense.

# Ribble Valley Borough Council

## Improvements to Salthill Play Area

### FORM OF TENDER

To: **Ribble Valley Borough Council**  
**Council Offices**  
**Church Walk**  
**Clitheroe**  
**Lancashire**  
**BB7 2RA**

For the Attention of: **Head of Legal and Democratic Services**

Date: .....

I/We the undersigned hereby tender to undertake the work as set out in this Invitation to Tender.

Tender Amount: £.....

I/We confirm that we accept the Contract as issued with the Invitation to Tender.

I/We undertake in the event of acceptance of our Tender to execute the Contract from 5<sup>th</sup> August 2024 (or otherwise as agreed with the Council).

I/We understand that the Council reserves the right to accept or refuse this Tender whether it is lower, the same, or higher than any other Tender.

I/We confirm that the information supplied to you and forming part of this Tender including (for the avoidance of doubt) any information supplied to you as part of my/our initial expression of interest in tendering, was true when made and remains true and accurate in all respects.

I/We confirm that this Tender will remain valid for 90 days from the date of this Form of Tender.

I/We confirm and undertake that if any of such information becomes untrue or misleading that I/we shall notify you immediately and update such information as required.

I/We confirm that the undersigned are authorised to commit the Tenderer to the contractual obligations contained in the Invitation to Tender and the Contract.

Signed by

Name(s).....

Position.....

for and on behalf of Tenderer .....

### Contact Details

Email: \_\_\_\_\_ Telephone: \_\_\_\_\_

# Appendix 1 – Location Plan

