



Faringdon Town Council

Main Tender Document

Design and Build: Re-development of Oakwood Park Play Area

Full Tender to be submitted no later than:

16:00 Hours on 16th June 2025

Late submissions will be disregarded.

RESPONSIBLE PARTIES

The Employer:

Faringdon Town Council

Procurement Contact:

Sports and Play Consulting Limited

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APPENDICES

Appendix 1:	Form of Tender
Appendix 2:	Warranty and Reference Information
Appendix 3:	Scope of Works and Specification
Appendix 4:	Draft Building Agreement



1. General Requirements

1.1 Project Overview

This project is for the design and build of a play area which will replace the existing facility at Oakwood Park, also known as Ash Close Play Area. The site is a relatively small area serving the immediate community, surrounded on three sides by housing.

There are currently several challenges for the Council in terms of general maintenance and the presence of large trees across the site. These include bird droppings on seating and equipment, root system damage to existing and any new surfacing and weeds and moss growing onto the bonded mulch.

As outlined in Appendix 3, careful consideration to the new design, surfacing and equipment is required to mitigate these, while delivering an accessible and inviting play area that will be primarily used by younger families.

All existing equipment, surfacing, play steel rail fencing (front of site) and any bases are to be removed and disposed of.

The project is fully funded; however, the Council may wish to reduce the final budget depending on the submitted designs and other community priorities.

Suppliers should note, however, that this is a design competition and although specifications on the materials are being set, the selection and location of equipment along with the general design and layout will be up to each organisation. Scoring will largely be based on the perceived and calculated play value, inclusivity and accessibility appropriate for the site.

1.2 Quotations

- The Employer has a proposed budget as detailed in Appendix 3. Submissions should utilise the full allocated budget, however, not exceed it. There is no scoring advantage in under-utilising the budget.
- Following the receipt of tenders and a preferred contractor being awarded, any changes that may be made to the final budget will be administered as variations or revisions and will fall within the permissible range (Regulation 72). This may extend to as much as 40% less than the proposed budget set out in this tender.
- All pricing should be exclusive of VAT and in GBP (£).
- Pricing must remain valid for 90 days from the date of the tender response deadline. If the quotation by the preferred supplier fluctuates after this 90-day period,

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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.
- A Retention of 5% will be held for a period of 12 Months from the date of completion, at which point the Contractor must raise an invoice which will only be paid if there are no outstanding actions required by the Contractor that fall within the obligations relating to the retention.
- The site will not be accepted by The Employer if there are any findings on the Inspection Report that relate to 'non-compliance' of current BS EN standards, specifically BS EN 1176 or BS EN 1177 until findings are satisfactorily addressed and agreed to by either the inspector, qualified alternative or Employer.
- Payment (30-day invoice) on satisfactory completion of Works unless otherwise agreed.

1.3 Non-Consideration of a Tender Response

The Employer 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 Employer may disallow a submission if the tenderer is not able to provide all the information required by the Employer to make a full evaluation, including any missing or inadequate drawings that are pertinent to the requirements. Additionally, disqualification may be a result of detrimental checks pertaining to the financial position of the supplier, quality of similar work or other related information that creates significant risk for the Employer.

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 individual named 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.

Note: If the quotations are above the Employers available budget or prices of the preferred Contractor increase after the tender submission and prior to an order being placed, the Employer has the right to re-evaluate the submissions, or re-tender the project.



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 to the Principal Contractor.

The Principal Contractor must follow the legal duties of the Construction Design and Management Regulation (CDM) 2015 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.

The Employer delegates responsibility for the formal CDM roles of Principle Designer and Principal Contractor to the appointed contractor as set out in the Building Agreement.

2.2 Purchase Order and Contract Agreement

The successful contractor will enter into a Building Contract (Appendix 4) with agreed terms and conditions, for both the *Employer* and the *Contractor* to jointly authorise, and the agreement will not be final until both parties have signed this contract. Suppliers should review this document prior to making their tender submission to ensure an understanding of the terms and conditions are agreed upon, otherwise proposed adjustments should be stated in the tender return. Responses to Section 5 will be a commitment to deliver on the content, along with the final design and quotation.

2.3 Insurance

Post award, the **successful** contractor must 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**

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➤ All Works Insurance of no less than:

Contract Value

2.4 Contractor Documentation (Post Award)

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. Prior to any site work commencing the contractor will provide a **Construction Phase Plan** which will include (but not limited to) the following:

- A Programme of Works with an expected commencement and completion dates (Gantt Chart format)
- Compound, Storage, Heras Fencing and Welfare details and drawings showing proposed location
- A Risk Assessment and Method Statement
- A Traffic Management Plan (TMP) including a vehicle access and movement policy
- An Organisational Chart outlining escalation contacts that are available to remedy any issues that arise during construction

3. Project Timetable

Action:	Date:
Tender Release Date:	30 th April 2025
Site Visits with Procurement Contact:	14 th May 2025
<u>Tender Submissions Due:</u>	<u>16th June 2025</u>
Decision on Preferred Supplier/s:	July 2025
Revisions or amendments to design (if required):	July-August 2025
Building Agreements Signed:	August – September 2025

4. Scoring Criteria

4.1 Scoring Table

Criteria	Information	Weighting
4.1.1 Project Design:	Specifically scoring will be based on the perceived and calculated play outcomes and design of the facility including: 1. Primary Play Values and experiences for the focus age group. This should be as Inclusive* as possible for a range of abilities and as appropriate for the type of facility. (refer to <i>*Definitions, below</i>)	30%
	2. Design Layout in respect to positioning of equipment, surfacing, seating and overall Accessibility* as appropriate for the type of facility. (refer to <i>*Definitions, end of document</i>)	30%
4.1.2 Technical and Specifications:	Specifically scoring will be based on the tender requirements compared to the submission in relation to: 1. Materials and specifications used for play equipment, sub-base, seating, surfacing and all associated works. 2. Any shortcomings or obvious omissions from the specifications or brief. 3. Details of the warranties included for all items and associated works: Appendix 2. 4. Details of the response to the table in Appendix 3 (Section 4.10)	30%
4.1.3 Presentation. Quotation and Supporting Information:	Suppliers are to provide: 1. 1 x 3D visual in A1-A2 size for the hard copy (refer guidelines on design in Section 7.2). 2. 1 x CAD (1:100) or scaled Google Map of the design in A2 size for the hard copy or similar. Include a reference number for each item with a table listing the name/detail of each item of equipment and surfacing (including quantities and colours). 3. An itemised and detailed quotation, ideally with a picture reference, with costs for each item and installation of that item. A separate cost for the total quantity of each	10%

	type of surface and associated materials – such as edging, subbase etc. (Advise the manufacturer of each product if they are not made from your organisation, including ancillary items and a link to the product data sheet or similar).	
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4.2 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.



5. Procurement Process

The Procurement Process will be conducted and in compliance with The Public Procurement Act 2023 and any updated guidance since. The objective is to be fair, transparent, and proportionate based on the type of project, and ultimately to select the Most Advantageous Tender.

If the number of submissions is considered too low, and the minimum brief of the responses is not met, the Employer has the right to dismiss these tenders and re-issue the documentation, or approach specific suppliers. 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, even if only one submission was received.

5.1 Type of Procedure

The tender process will be an *Open Procedure, Single Stage Tender* (below threshold). Scoring and the selection of a preferred contractor will be based on the criteria outlined in this document and is considered a Works Contract.

5.2 Site Visit with Suppliers

There will be a site meeting on a specific date to give all suppliers the opportunity to meet with the procurement contact in 30-minute individual slots to clarify any questions. However, this is not mandatory, and suppliers must visit the site at their own convenience without penalty so long as the information gathered will ensure a robust response. For suppliers who cannot attend the site meeting, a brief webinar or phone call will be available, at your request, with the procurement contact for clarification purposes only.

5.3 Questions and Clarifications

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.

Suppliers are forbidden to approach any person/s outside of the named person (**Section 6**) within this document in relation to this tender and project, failing to do so may result in disqualification of the tender process.



5.4 Notice of Intent to Bid

Suppliers should notify the named contact a confirmation of your intent to provide a submission, and all questions relating to the tender will need to be made no later than the due date. Only one submission and one design will be accepted unless otherwise stated.

If notification of your intent to provide a submission is not received, 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.

5.5 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
- Reference & Financial Checks
- Public Consultation
- Additional Consultation within the Council or Third Parties

Short listing will not occur simply to reduce competition, as scoring using the criteria in this document will decide the preferred contractor.

5.6 Consultation or Public Engagement

The Employer reserves the right to a public consultation once a preferred design is selected. The purpose of any consultation will primarily be to update the community, 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.

5.7 Revisions and Negotiation

If required, the Employer 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 desired outcome of any significance.

5.8 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 or a consensus of all stakeholders.

5.9 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 based on the criteria will be provided via email, however if suppliers want additional detail, this will need to be requested of the Employer. The preferred contractor will be advised either via email or on Contracts Finder when the Award Notice is issued. Verbal discussions will not be provided under any circumstances in relation to the results of the tender process.

6. Named Contact for Project

The Employer has appointed a procurement contact 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

7. Supplier Submission Checklist and Instructions

7.1 The Supplier Checklist

Ensure you have submitted the following information. If unsure of the format or detail, please request clarification with the procurement contact.

Response	Format
1. <u>Completed Copy of Appendix 1:</u>	PDF or Word Labelled: <i>SupplierName-Appendix1</i>
2. <u>Completed Copy of Appendix 2:</u>	PDF or Word Labelled: <i>SupplierName-Appendix2</i>
3. <u>Completed Copy of Appendix 3</u>	PDF or Word Labelled: <i>SupplierName-Appendix3</i>
4. <u>Response to 4.1.3 (Points 1-3):</u>	PDF or JPG Labelled: <i>SupplierName-3D</i> <i>SupplierName-CAD</i> <i>SupplierName-Quotation</i>

7.2 Design and Tender Instructions

3D Design (Points may be deducted for failing to follow these):

- No children or adults shown in the visuals (including visuals of wheelchairs).
- Equipment must be to scale of their actual size.
- Photos of the proposed equipment should be included around the border of the 3D visual or on a separate sheet, with various views of any proposed Multi Play Units to fully describe all specific components/features.
- Links to videos may be provided, such as YouTube, to show the features and use of equipment (links can be included in the quotation, however, do not provide a fly-through video of the design).

Do NOT include the following information for the initial tender response:

- TUV Certificates
- Construction Phase Plan
- Copies of Insurance Certificates
- Installation documents and drawings
- Trade Association or other member certificates
- Warranty Certificates or Health and Safety Policies

7.3 Submission Instructions

Both electronic and hard copies are required by the due date and time with exceptions only given to hard copies arriving late for reasons outside of the suppliers control such as 3rd party delivery companies being at fault.



Email/Electronic Copy to be sent to:

Via email or electronic transfer for all the above responses should be sent to Michael Carter, at: michael@sportsandplayconsulting.co.uk

Downloadable document links (such as via WeTransfer or similar) are acceptable with an extended expiry date of no less than 30 Days.

Hard copies to be sent to:

Faringdon Town Council
5 Market Place
Faringdon OXFORDSHIRE
SN7 7HL
Attention: Sarah Johnson

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).

***Definitions:**

1. **Inclusivity** (ref – 4.1.1): is the considered provision of opportunities for play that ensure all children, including those with diverse physical, cognitive and sensory abilities can join in and be included within the play. Broadly, it considers the play features such as design and positioning of equipment, surfacing, layout and flow within a playground.
2. **Accessibility** (ref – 4.1.1): concerns the quality of being able to find, reach, enter and navigate around the play area. Broadly it considers environmental factors such, signposting, surfacing and visibility or understanding and ease of navigating and moving within the environment to access the play area and features within it.