

# BRIDGNORTH TOWN COUNCIL



## RE-DESIGN PLAY PARK, SUPPLY AND FIT NEW PLAY EQUIPMENT AND RE-FURBISH ITEMS OF EXISTING PLAY EQUIPMENT ON SEVERN PARK CONTRACT 2019

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## **INSTRUCTIONS FOR TENDERING**

### **Invitation to Tender**

1. **Bridgnorth Town Council** (the "Council") invites tenders for the re-design, supply and installation of new play equipment and the re-furbish of existing play equipment on Severn Park, Bridgnorth.
2. Tenders must be submitted for the whole of the Goods. Tenders for part only of the Service will be rejected.
3. Prospective tenderers shall ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their tenders are accepted, including the Council's Standing Orders, a copy of which may be seen by arrangement.
4. Should any prospective tenderer be in doubt as to the interpretation of any part of the contract documents, the Town Clerk or her nominated officer shall endeavour to answer written enquiries prior to tenders being submitted.

### **Preparation of Tender**

5. It is the responsibility of the prospective tenderers to obtain for themselves at their own expense any additional information necessary for the preparation of their tenders.
6. All the information supplied by the Council in connection with this invitation to tender shall be treated as confidential by prospective tenderers except where such information may be disclosed so far as is necessary for the purpose of obtaining quotations necessary for the preparation and submission of the tender.
7. The attached documents are and shall remain the property of the Council and shall be returned with the tender and, if no tenders are submitted, on demand.
8. Tenderers will be required to demonstrate their ability to provide the Goods.
9. The tender shall be submitted on the Form of Tender incorporated herein. The Form shall be signed by the tenderer and submitted in the manner and by the date and time stated below together with the following documents unless already provided:
  - 9.1 A statement of the names and home addresses of the partners if the tenderer is a partnership, or a statement of the names and home addresses of the directors and secretary if the tenderer is a company.
  - 9.2 A description of the tenderers corporate and management structure and methods by which they will provide the Goods.
  - 9.3 The names of the tenderer's bankers and two other trade and credit referees.
  - 9.4 A statement setting out the tenderer's status as a subsidiary company or otherwise within the meaning of Section 736 of the Companies Act 1985 and if appropriate, the name and registered address of the ultimate holding company.
10. All documents requiring a signature shall be signed:

- 10.1 Where the tenderer is an individual, by that individual.
  - 10.2 Where the tenderer is a partnership by two duly authorised partners.
  - 10.3 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.
11. The Council is not bound to accept the lowest or any tender.
  12. The successful tender together with the Council's written acceptance shall form a binding agreement in the terms of the Contract Documents and where there is any discrepancy or difference between the tender and the (other) Contract Documents the latter shall prevail.
  13. ALTERATIONS AND QUALIFICATIONS to the tender documents must not be made without the written consent of the Authorised Officer. Tenders containing such alterations or qualifications may be rejected.

#### **Tender Submission**

14. The tender and all accompanying documents shall be carefully sealed in the envelope provided, marked 'Confidential Play Equipment' and be delivered to:

**The Town Clerk, Bridgnorth Town Council, College House,  
St Leonard's Close, Bridgnorth, Shropshire, WV16 4EJ**

Tenders are to arrive no later than noon on Wednesday 13<sup>th</sup> February 2019.

Tenders received after **noon** on Wednesday 13<sup>th</sup> February 2019 will NOT be considered.

**RE-DESIGN PLAY PARK, SUPPLY AND FIT NEW PLAY EQUIPMENT AND RE-FURBISH  
ITEMS OF EXISTING PLAY EQUIPMENT CONTRACT  
FORM OF TENDER**

To: **Bridgnorth Town Council**

I/We .....

Carrying on business at .....

.....

Hereby tender and undertake to execute and provide the Goods required in accordance with the Contract Conditions, Specification and prices contained therein and any other document listed in the Schedule for the following sum:

Section A – Design Costs:

	Net Cost.	Vat @ 20%	Total Cost.
Edging Material			
Supply and install soft pour			
Supply and lay plastic grid			

Section B – Itemised cost of each new equipment item:

	Net Cost.	Vat @ 20%	Total Cost.
Description of play equipment item			
1			
2			
3			
Etc			

Section C – Itemised cost of refurbishment of existing equipment item:

	Net Cost.	Vat @ 20%	Total Cost.
Description of play equipment item			
1			
2			
3			
Etc			

Section D – Security fencing, container and welfare facilities:

	Net Cost.	Vat @ 20%	Total Cost.
Security Fencing			
Lockable container			
Welfare facilities			
Information board			

**Combined quotation for section A, B, C and D.....**

**All of the above are EXAMPLES only**

**Schedule of Costs.**

Any works (in addition to Section A, B C and D above), in connection with the Service which the Town Council may instruct to be carried out on a day works basis at the labour rate contained in the following 'Schedule of Day Work Rates', including all travel and any other disbursement cost and to provide any materials, goods, plant, consumable in connection with any such day works at net cost plus the percentage additions contained in the following Schedule of Day Work Percentage Additions:

<b>SCHEDULE OF DAY WORK RATES</b>	
<b>Trade</b>	<b>£/hr</b>
<b>Fitters etc.</b>	

<b>SCHEDULE OF DAY WORK PERCENTAGE ADDITIONS</b>	
<b>Item</b>	<b>%age</b>
<b>Materials &amp; Goods</b>	
<b>Plant &amp; Consumables</b>	

I/We agree the insertion by me/us of any conditions qualifying this tender or any unauthorised alteration to any of the tender documents shall not affect the Contract Conditions and may cause the tender to be rejected.

I/We agree that this tender shall remain open to be accepted or not by the Council and shall not be withdrawn for a period of twelve weeks from this date.

This tender together with your acceptance thereof in writing, shall constitute a binding Contract between us.

I/We certify that the details of this tender have not been communicated to any other person or adjusted in accordance with any agreement or arrangement with any other person.

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

I/We certify that this a bona fide tender.

Contractor's Signature(s) .....

(Print name(s) in full) .....

Date .....

Company Name and Address .....

## **CONDITIONS OF CONTRACT**

### **1.0 INTRODUCTORY INFORMATION**

#### **1.1 THE PARTIES**

Bridgnorth Town Council, College House, St Leonard's Close, Bridgnorth, Shropshire, WV16 4EJ

#### **1.2 SITES**

The Site is located on Severn Park, Bridgnorth WV15 5AE.

#### **1.3 THE WORKS**

The Works comprise those detailed in the specification.

#### **1.4 GENERAL DEFINITION AND INTERPRETATIONS**

*[These terms need to be considered in light of the clauses drafted below*

AO means the person nominated in the Contract as 'Authorised Officer'.

IN WRITING: when required to inform, instruct, agree, confirm, obtain approval or obtain instructions, do so in writing.

APPROVAL: (and words derived therefrom) means the approval in writing of the Authorised Officer unless specified otherwise.]

- Commencement of work date is to be agreed between the contractor and the Town Council at least 2 weeks prior to start date.
- Goods to be delivered within agreed time frame.
- A checking/inspection regime will be carried out by the Council's Outdoors and Properties Manager and the contractor is to arrange for a safety check by ROSPA.
- Invoices to be paid within 30 days of receipt subject to acceptance of delivery of goods by the Council's ground staff.

## SCHEDULE

- |    |   |   |
|----|---|---|
| 1. | Commencement Date                                     | To be agreed  |
| 2. | Other Contract Documents                              | Form of Tender<br>Conditions of Contract<br>Special Conditions<br>The Specification<br>Site Plans |
| 3. | Contract Period                                       | To be agreed  |
| 4. | The Authorised Officer shall be                       | The Town Clerk, or his appointed representative   |
| 5. | Amount of Insurance Cover                             | £5,000,000  |
| 6. | Materials and equipment to be provided by the Council | None, except as specified   |
| 7. | Period of submission of invoices                      | On satisfactory completion of work  |
| 8. | Quality   | Exceptionally high standards expected   |

## **SPECIFICATION**

### **SCOPE OF THE WORKS**

The Works shall comprise of the re-design, supply and installation of new play equipment and the re-furbish of existing play equipment on Severn Park, Bridgnorth. The contractor shall include for the design and installation of all materials and commodities, preparation of working drawings, preparation of "as fixed" drawings, testing and commissioning of the complete installation all of which shall be designed and installed in line with this Specification, and in conjunction with The Town Council's programme of works. Site visits should be arranged through this office.

#### **Summary of Works**

##### **A. Redesign, supply and Install new items of play equipment and to refurbish existing items on Severn Park as agreed by Bridgnorth Town Council (BTC):**

1. To redesign play area as agreed with BTC;
2. To supply and install new items of play equipment as agreed with BTC;
3. Provide and lay X linear metres of PCC Edgin as agreed with BTC;
4. Supply and lay X m2 of soft pour as agreed with BTC;
5. Provide all security fencing and safety signs for the duration of the project;
6. Provide a secure lock up for the duration of the project;
7. Provide welfare facilities for workforce for the duration of the project;
8. Reinstate and make good any damage to grass and surrounding area, feather old to new and grass seed.

##### **B. Health and Safety and Welfare**

1. RAMS to be submitted to BTC before any Commencement of Works;
2. Welfare Facilities to be supplied and managed by the successful Contractor;
3. Additional site visits are recommended and can be arranged by appointment.

##### **C. Drawings and Work Schedules and Certification**

1. The Contractor shall provide the following before and on completion of the Project;
  - (i) 'As fitted' drawings shall show the finished design, including any reinstatement;
  - (ii) ROSPA certification.

Company .....

Company Position .....

Date .....



### **C. Site Visits**

1. Site visits can be arranged by appointment using by calling 01746 762231.

### **GENERAL REQUIREMENTS**

Bridgnorth Town Council will expect the equipment and the completed installation to be of a high standard and that the equipment complies with European Standard EN 1176 and that the safety surfacing complies with EN 1177. The contractor is to ensure compliance with Construction (Design and Management) Regulations 2015 (CDD), and the project manager is to take due consideration of the Health and Safety at work Act 1974. The contractor will also be responsible for organising a ROSPA inspection on completion before acceptance by the Council.