

**Rossendale Borough Council**

**INVITATION TO TENDER FOR THE DESIGN, SUPPLY AND INSTALLATION OF A  
JUNIOR PLAY AREA AT WHITAKER PARK**

**INSTRUCTIONS AND DETAILS OF CONTRACT**

Rossendale Borough Council

INVITATION TO TENDER FOR THE DESIGN, SUPPLY AND INSTALLATION OF A  
JUNIOR PLAY AREA AT WHITAKER PARK

**SUMMARY INSTRUCTIONS AND DETAILS OF CONTRACT**

ITEM	CONTRACT DETAILS
Contract Description:	<p>Rossendale Borough Council (RBC) is seeking tenders from competent suppliers to tender for the design, supply and installation of a junior play area at Whitaker Park.</p> <p>The Contractor shall be deemed to have satisfied itself before submitting its tender as to the accuracy and sufficiency of the rates and prices stated in the tender which shall (except in so far as is otherwise provided in the Contract) cover all the Contractor's obligations under the Contract and the Contractor shall be deemed to have obtained for itself all necessary information as to risks and any other circumstances which might reasonably influence or affect the Contractor's tender.</p>
Insurance Requirements:	<p>All adequate insurance to run the along side the contract as required.</p> <p><b>Please submit certificate of public liability insurance.</b></p>
Completion of Contract:	<p>Friday 18<sup>th</sup> July</p>
Procuring Officer:	<p>Any queries must be addressed to;</p> <p>David McChesney Rossendale Borough Council Henrietta Street Bacup, , <a href="tel:07551151582">Tel:- 07551 151582</a> email: davidmacchesney@rossendalebc.gov.uk before: Friday 7<sup>th</sup> March 2024 at 17:00</p>
Intention to Tender Form	<p>Please return the Intention to Tender form as soon as possible and no later than Wednesday 26<sup>th</sup> February 2025</p>
Submission instructions:	<p>Send all required documents to; <a href="mailto:tenders@rossendalebc.gov.uk">tenders@rossendalebc.gov.uk</a> The documents must be as attachments in pdf form or equivalent and not links to file hosting sites.</p> <p>Alternatively, provide hard copy of the tender document in envelope marked</p>

	“Tender-Strictly Confidential – David McChesney to be opened by addressee only”. The envelope must bear no name or other distinguishing matter or mark revealing the identity of the sender. Tenders to be sent to address below.
Tenders to be sent to:	Committee and Democratic Services Manager Rossendale Borough Council Room 213 The Business Centre Futures Park Bacup OL13 0BB  Or <a href="mailto:tenders@rossendalebc.gov.uk">tenders@rossendalebc.gov.uk</a>
Date/time for Tender return:	12:00 noon on Friday 21 <sup>st</sup> March 2025

### Timetable

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

Stage	Date(s)/time
Submission of Tenders	12:00 noon 21 <sup>st</sup> March 2025
Evaluation of Tenders	Week commencing 24 <sup>th</sup> March 2025
Notification of result of evaluation	Friday 28 <sup>th</sup> March 2025
Submission of Intention to Tender Form	Wednesday 26 <sup>th</sup> February 2025
Completion Date	Friday 18 <sup>th</sup> July 2025

## CHECKLIST FOR TENDERERS

Failure to provide all of the items in the checklist may cause your Tender to be non-compliant and not considered.

No	Item	Included in Tender?
1.1	Itemised Bill of Quantities and final price	
1.2	A layout plan of the proposals	
1.3	Specifications and construction drawings for the equipment and features to be installed	
1.4	A risk assessment and methodology statements for the site and works including location/details for the proposed compound.	
1.5	Warranty details for the equipment, features and workmanship	
1.6	Public liability insurance certificate of £10,000,000 or greater	
1.7	A project management structure, main point of contact and information on any operatives and resources to be used delivering the project.	
1.8	A realistic project timeframe	
1.9	An A4 document identifying the social value included in delivering this project	
1.10	2 references from previous similar schemes delivered within the past 3 years	
1.11	Details of 2 similar schemes delivered within the past 4 years – plans and photos of the completed facilities.	
1.12	Completed certificate of non-canvassing and non-collusion.	

**CONTENTS**

1 Background..... 7  
2 Tender submission requirements..... 2  
3 Contract documents..... 11  
4 Tender evaluation and award criteria..... 12  
5 Information required ..... 10  
6 Freedom of information act and environmental information  
regulations statement..... 14

**SCHEDULES**

- 1 Project brief
- 2 Part 1 - contract particulars  
Part 2 - standard terms and conditions  
Part 3 - special terms and conditions
- 3 Whitaker Park masterplan
- 4 Certificate of non-collusion and non-canvassing
- 5 Intention to tender form

## **IMPORTANT NOTICE**

This Invitation to Tender (“ITT”) is issued to those shortlisted to tender (“Tenderers”) to Rossendale Borough Council (the “Council”) for the design, supply and installation of a new play area at Whitaker Park, (the “Contract”), their professional advisers and other parties essential to preparing a tender for this Contract (the “Tender”) and for no other purpose.

The contents of this ITT and of any other documentation sent to you in respect of this tender process are provided on the basis that they remain the property of the Council and must be treated as confidential. If you are unable or unwilling to comply with this requirement you are required to destroy this ITT and all associated documents immediately and not to retain any electronic or paper copies.

No Tenderer will undertake any publicity activities with any part of the media in relation to the Contract or this ITT process without the prior written agreement of the Council, including agreement on the format and content of any publicity.

This ITT is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained in it and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by the Council and its advisers.

The Council reserves the right to cancel the tender process at any point. The Council is not liable for any costs resulting from any cancellation of this tender process nor for any other costs incurred by those tendering for this Contract.

You are deemed to understand fully the processes that the Council is required to follow under relevant European and UK legislation, particularly in relation to the Public Contracts Regulations.

## 1. BACKGROUND

- 1.1 Rossendale Borough Council have secured funding from FCC Recycling UK and the Lancashire Environment Fund with the help of Proffitts. The funding is to be used to install a new junior play area at Whitaker Park, Rawtenstall.
- 1.2 **Rossendale Borough Council have secured £140,000 for the project and this is exclusive of VAT. Bids exceeding this amount will be disqualified.**
- 1.3 Improvements in the park are currently being guided by a park masterplan. The masterplan has been formed through extensive community consultation and partnership working and therefore reflects the wants and needs of the local community and park users. The junior play area is part of the first phase of improvements.
- 1.4 The site for the proposed works is located centrally in Whitaker Park, Haslingden Road, Rawtenstall, BB4 6RE. It is on a grassed slope between the football pitch, toddler play and wooded areas. The ideal location for the play area is within the 1000m<sup>2</sup> blue area highlighted on the map below. This area may be extended to the East and West to accommodate an optimal design, orientation and spacing of the equipment. Some clearance of vegetation may be required to achieve this and should be accounted for in the contractors pricing.

Coordinates for the site are; **53.702136, -2.296825**



1.5 The design of the play area should;

- Cater for all abilities from ages 8 years and upwards.
- Cater for the wants and needs of girls.
- Be constructed using durable materials.
- Consider the potential for anti-social behaviour including arson.
- Maximise the available space and be mindful of the adjacent existing uses (infant/toddler play area, football pitch and MUGA) and proposed features in the park masterplan (attached).
- Consider the sloped site and any drainage requirements.
- The final completed project will be subject to a thorough ROSPA playground inspection. Any high-risk issues raised, over and above those expected in such a facility should be dealt with and rectified by the contractor.

1.6 The play area should attempt to incorporate all of the features listed below. Additional features meeting the criteria listed in 1.4 will be judged favourably.

- Include a large and impactful play unit
- Include a double 30m cableway
- Include an embankment slide
- Appropriate permeable safety surfacing
- Footpaths to, and between, the play equipment.
- Picnic facilities
- Seating
- Litter bins
  
- **Rossendale Council have purchased a Kompan Bloqx 3 bouldering play unit.** The unit is in storage at The Council's Henrietta St depot in Bacup. The winning contractor will need to collect and install this with appropriate play surfacing within the newly developed junior play area.
  
- The contractor will be required to design, supply and install signage for the junior play area. The Council will provide their logo and any other graphics to be included within the design.

1.7 The Bill of Quantities should itemise all site set up and preliminary costs, design time, all materials required, labour for construction, earthworks and any other associated costs. It must also include the costs of making good any areas of ground disturbed by the works and an amount to cover contingencies.

1.8 The specification and warranty details of each item of equipment or feature should be included within the tender. This should encompass a layout plan and any relevant construction drawings.

1.9 The information provided should include a layout plan for a proposed



compound / storage and working area including details on how this will minimise disturbance and ensure the safety of park users and workers.

- 1.10 All equipment and all materials connected to the successful delivery of the play areas (excepting the bloqx3 unit until the contractor first handles it) will remain the responsibility of the successful contractor until handover.
- 1.11 The information provided should include a realistic project timeframe. This will include proposed dates for a pre start meeting, site set up, start of work, any on site milestones and completion/handover. The tender will be favourably judged if practical completion is expected to occur before the 18<sup>th</sup> July 2025.
- 1.12 The information provided should include a project management structure, main point of contact and the position, skills, knowledge and experience of the operatives involved in delivering the contract. This may also include the tools, machines and equipment that will be used to undertake the works.
- 1.13 The Tender should include risk assessments and methodology statements about the site and the specific tasks required for the project.
- 1.14 The Tender should include details of the social, economic and environmental value that will be realised delivering this project. The Tender will be judged favourably if the value is gained in Rawtenstall and the wider Rossendale Valley.
- 1.15 Council Officers will choose a preferred contractor based on the criteria set out below in the evaluation and award section.
- 1.16 If you have any questions or require any clarifications, please contact David McChesney, Waste Transfer Station, Henrietta Street, Bacup, OL13 0AR, Tel:- 07751 151 582 email: [davidmcchesney@rossendalebc.gov.uk](mailto:davidmcchesney@rossendalebc.gov.uk) by Wednesday 26th February 2025 at 17:00
- 1.17 Other than the person or persons identified 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 ITT or any other matter relating to the Contract.
- 1.18 Please note that the Council's responses to any queries or clarification requests may, at the Council's discretion, be circulated to all Tenderers.
- 1.19 The Council reserves the right to issue supplementary documentation at any time during the tendering process to clarify any issue or amend any aspect of the ITT. All such further documentation that may be issued shall be deemed to form part of the ITT and shall supplement and/or supersede any part of the ITT to the extent indicated.
- 1.20 Tenderers must obtain for themselves at their own expense all information

necessary for the preparation of their Tenders.

A site visit is recommended to get a feel for the surroundings to better inform the design process and quotation. It will provide an understanding of the condition of the topography and the location of features within the park. The site is open to the public at all times.

- 1.21 Under the Contract the Council will require compliance with its policies. Tenderers are advised to satisfy themselves that they understand all of the requirements of the Contract before submitting their Tender.
- 1.22 The Tender must be received in accordance with the relevant instructions no later than the time and date indicated.

## **2. TENDER SUBMISSION REQUIREMENTS**

- 2.1 Tenders must be written in the English language.
- 2.2 Tenders must provide responses referring back to the numbering format as set out in section 5 of this ITT.
- 2.3 Only one Tender is permitted from each Tenderer. In the event that more than one is submitted by a Tenderer, the one with the latest time of submission will be evaluated and the other(s) disregarded.
- 2.4 The Tender (including price) should remain valid for a minimum period of 90 days.
- 2.5 The Tender must not be qualified in any way.
- 2.6 Any signatures must be made by a person who is authorised to commit the Tenderer to the Contract.
- 2.7 Your full registered business/name and main office address must also be provided on all documents.

### **3. CONTRACT DOCUMENTS**

- 3.1 Any resulting Contract will consist of the Contract Particulars (to be completed), the Standard Terms and Conditions, the Special Terms and Conditions (all as set out in Schedule 2) and the successful Tender. The Contract will be subject to English law and the exclusive jurisdiction of the English Courts.
- 3.2 This Council is bound by procurement rules and cannot enter into any negotiations on the Tender or Contract.
- 3.3 Any contract award will be conditional on the Contract being approved in accordance with the Council's internal procedures and the Council being generally able to proceed and may allow for a standstill period to elapse before sending confirmation of contract award to the successful Tenderer.

#### 4. TENDER EVALUATION AND AWARD CRITERIA

- 4.1 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.
- 4.2 Each Tender will be checked initially for compliance with all requirements of the ITT.
- 4.3 During the evaluation period, the Council reserves the right to seek clarification in writing or by means of a clarification meeting from any or all of the Tenderers, to assist it in its consideration of their Tenders.
- 4.4 The Council may decide to interview Tenderers or hold clarification meetings to assist its tendering process, and Tenderers will be notified in due course.
- 4.5 Tenders will be evaluated taking into consideration the following award criteria. The weightings are shown in the table below:

Questions	Score available
<b>Design – 60%</b>	
Number of items of equipment and features installed	20%
Use of space and topography of the site	10%
Size, quality, inclusivity and impact of the equipment and features	30%
<b>Construction and Safety – 20%</b>	
Construction detail	5%
Approach to health and safety	5%
Warranty details	5%
Project timeframe	5%
<b>Other – 10%</b>	
Quality of Tender Submission	10%
<b>Social Value - 10%</b>	
Rossendale Borough Council is committed to delivering social value through commissioning and procurement activity, and includes the wider social, environmental and/or economic benefit from procuring services	10%
<b>TOTAL</b>	<b>100%</b>

## **5. INFORMATION REQUIRED**

### **5.1 Tender information**

Tenderers are asked to indicate:

- 5.1.1 A contract timetable which the Tenderer proposes to adhere to;
- 5.1.2 Their favoured payment phasing over the course of the project;
- 5.1.3 A project management structure and principal point of contact for the Council who will be Contract Manager;
- 5.1.4 The proposed personnel identified for the provision of the Contract and whether they will be exclusively deployed to the Council and any other resources which will be used.

### **5.2 Pricing**

- 5.2.1 Tenderers must complete the Pricing Schedule set out in Schedule 3 to provide all of the obligations under the Contract.
- 5.2.2 All Prices shall be stated in pounds sterling and exclusive of VAT.
- 5.2.3 5% of the total value of the contract will be retained by the Council for 12 months following practical completion.

## 6. Freedom of Information Act and Environmental Information Statement

- 6.1 The Council is subject to The Freedom of Information Act 2000 ("Act") and The Environmental Information Regulations 2004 ("EIR").
- 6.2 As part of the Council's obligations under the Act or EIR, it may be required to disclose information concerning the procurement process or the Contract to anyone who makes a reasonable request.
- 6.3 If Tenderers consider that any of the information provided in their Tender is commercially sensitive (meaning it could reasonably cause prejudice to the organisation if disclosed to a third party) then it should be clearly marked as **"Not for disclosure to third parties"** together with valid reasons in support of the information being exempt from disclosure under the Act and the EIR.
- 6.4 The Council will endeavour to consult with Tenderers and have regard to comments and any objections before it releases any information to a third party under the Act or the EIR. However, the Council shall be entitled to determine in its absolute discretion whether any information is exempt from the Act and/or the EIR, or is to be disclosed in response to a request of information. The Council must make its decision on disclosure in accordance with the provisions of the Act or the EIR and can only withhold information if it is covered by an exemption from disclosure under the Act or the EIR.
- 6.5 The Council will not be held liable for any loss or prejudice caused by the disclosure of information that:
- 6.5.1 Has not been clearly marked as "Not for disclosure to third parties" with supporting reasons (referring to the relevant category of exemption under the Act or EIR where possible); or
- 6.5.2 Does not fall into a category of information that is exempt from disclosure under the Act or EIR (for example, a trade secret or would be likely to prejudice the commercial interests of any person); or

6.5.3 In cases where there is no absolute statutory duty to withhold information, then notwithstanding the previous clauses, in circumstances where it is in the public interest to disclose any such information.