

## **WILTON TOWN COUNCIL**

***Ancient Capital of Wessex***

*Town Clerk*  
*Tel: 01722 742093*  
*Email: [clerk@wiltontowncouncil.gov.uk](mailto:clerk@wiltontowncouncil.gov.uk)*

*Mayor: Cllr Andrew Kinsey*  
*Deputy Mayor: Cllr Charlotte Blackman*



*Council Offices*  
*Kingsbury Square*  
*Wilton*  
*Salisbury*  
*Wilts SP2 0BA*  
*[www.wiltontowncouncil.gov.uk](http://www.wiltontowncouncil.gov.uk)*

## **WILTON TOWN COUNCIL**

### **WISHFORD ROAD PLAY AREA**

### **TENDER SPECIFICATION**

## **Background**

The Wishford Road Play Area currently has an unmarked small football pitch with 2 sets of goal posts and an unsurfaced kick-wall with basketball net. To improve this area Wilton Town Council intends to install new play equipment to enhance the play experience for children in the local area. The design should cater for children of all abilities, needs and a wide age range.

## **Site Description**

Location: (behind houses 73-83) Wishford Road, Wilton SP2 0JG

The Play area is accessible via an entry between 71 and 73 Wishford Road.

The land is currently grassed and has a slight gradient going down away from the houses. There are currently 2 sets of goal posts and a 'kick wall including basketball hoop. The Council wish to have the play items located at the bottom next to the basketball area away from the housing and adjoining gardens (see map attached).

As there is housing next to the area this does also need to be considered.

## **Site Visits**

Please contact the Assistant Town Clerk at [assistantclerk@wiltontowncouncil.gov.uk](mailto:assistantclerk@wiltontowncouncil.gov.uk) to arrange a site visit.

## **Tender Requirements**

### **Environment**

Wilton Town Council is committed to safeguarding our environment, tender applications should give consideration to this and provide appropriate information and environmental policy documents for your company, including details of sustainably sourced materials and waste disposal.

### **Equality**

Consideration should be given to the equality impacts of the project design. The successful submission will have inclusivity designed into the scheme from the outset. All potential barriers to use should be identified and considered in the submission.

### **Materials**

Accessibility, durability and longevity are key criteria for the equipment. This may mean a mix of material types but all materials will need to be the best of their respective kinds and shall conform to appropriate standards.

### **Surfacing**

Surfacing may be of any type and shall conform to the appropriate safety and quality standards. Consideration should be given to providing access for all abilities.

## **Part A – EQUIPMENT REQUIRED**

- i. **Two baby/toddler cradle swings**
- ii. **One flat seat swing for older children**
- iii. **One multi-play tower unit including a slide for ages 5+**
- iv. **Two springers**
- v. **Grass matt safety surface around equipment where required**
- vi. **New hard surface for an existing 'kick wall/basketball hoop'**

## **PART B - CONDITIONS OF CONTRACT**

### **1. Description of Works**

The works comprise the provision, delivery and installation of equipment specified in Part B and any appropriate safety surfacing for the location on Wishford Road.

### **2. Submission of Price**

Tenderers - (hereinafter referred to as "The Contractor") - are required to, this to comprise a total annual price for all works. All prices are to be shown exclusive of Value Added Tax.

### **3. Payment**

The successful contractor will invoice the Council for full payment on successful completion of the works.

### **4. Variations**

Where sites are altered for any reason and the Council requires more or less work to be carried out, an increase or decrease in price will be agreed on the basis of the rates included in the original tender, as reviewed in 4 above.

### **5. Council's Indemnity**

The Contractor shall be held responsible for any damage caused to sites during the performance of the works. Any such damage will be made good at the Contractor's expense. If the Contractor, on receiving an instruction to repair such damage does not effect repairs within one calendar month, the Council reserves the right to have the work carried out by others and deduct the cost from the Contractor's invoices. Any damage to property caused in the performance of this contract must be informed by the Contractor to the Council within 2 working days.

### **6. Insurance**

The Contractor will indemnify the Council from any claims for damage to property or persons arising from the performance of the contract and will be required to produce evidence of Public Liability Insurance to a minimum value of £10 million per claim.

### **7. Format of submission**

Submissions should be clearly marked **TENDER – CONFIDENTIAL** and should be sent by post to:

Mark Bastick  
Assistant Town Clerk  
Wilton Town Council  
Council Offices  
Kingsbury Square  
Wilton  
SP2 0BA

### **8. Acceptance of Tenders**

The Council does not bind itself to accept the lowest, or any, tender.

**9. Working Practices**

The Contractor will ensure that all staff wear clearly identifiable uniforms. The Contractor's employees shall, at all times, act in a reasonable manner, particularly in their dealing with the general public. All work is to be carried out between Monday and Saturday inclusive (Sunday work is not permitted unless in an extreme emergency). No sub-contracting is permissible without the prior written consent of the Clerk to the Council.

**10. Termination of Contract**

The Council reserves the right to terminate the contract where the Contractor fails to meet any of the Conditions of Contract as identified in Part B of this document.

**11. Contract Manager**

The Contractor shall ensure that during the installation period a member of the Contractor's management staff is empowered to act on behalf of the Contractor and be available to be contacted by the Town Clerk of the Council at all "reasonable" times, i.e. during office hours (generally 9.00 a.m. - 1.00 p.m. Monday to Friday). The Contractor should be contactable, or an answering facility made available outside office hours (generally 5.00 p.m. - 8.00 a.m. Mondays to Friday, 24 hours Saturday and Sunday). The Contractor will provide an emergency contacts list. Both the Contractor and the Council will make known to each other the persons responsible for daily matters affecting the contract.

**12. Health and Safety**

The Contractor shall comply with all relevant sections of the Health and Safety at Work Act: Electricity at Work Act: Control of Substances Hazardous to Health Regulations. The Contractor will adopt safe methods of work in order to protect the health and safety of its own employees, the employers of the service users and all other persons including members of the public. The Contractor will review his health and safety policies and safe working procedures as often as may be necessary in the light of changing legislation or work practices. The Contractor will ensure its staff are aware of basic fire safety regulations and are trained accordingly. N.B. - No burning allowed on sites.

**13. Sufficiency of Information**

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 by the Contractor in its tender which shall (except in so far as is otherwise provided in the Contract) cover all the Contractor's obligations under the Contract and shall be deemed to have obtained for itself all necessary information as to low risks contingencies and any other circumstances which might influence or affect the Tender or provision of the Service.

**14. Site Works**

Confirmation of work hours, storage of materials, access, location of skips, final Programme of Works and Risk Assessment Methods Statements (RAMS) will need to be finalised and agreed with the Town Council before works commence.

During installation, the supplier should provide a secure work compound for the build, this compound should ensure public cannot gain access to the work site, we suggest the supplier erect suitable fencing and safety notices around the construction site. The supplier must take all reasonable action to ensure that newly installed apparatus is not used until practical completion is confirmed.

Any machinery left on site overnight must, where possible, be immobilised. The supplier will be held responsible for a) any damage caused to machinery/materials left on site by the supplier; b) any damage caused by machinery/materials left on site by the supplier; c) any vandalism caused to machinery/materials left on site by the supplier. The supplier will be held responsible for and must make good any damage caused to existing buildings, roads, paths, grassed areas, car parks, fences, drains, sewers, service mains, landscaping etc. and for completion of the project, any area that has been damaged during the installation must be made good and returned to new or as a minimum returned to the original condition at the

suppliers expense.

On completion of the works all equipment, including portalooos will be removed from site in a timely manner and the Council notified of the completion/removal date in advance.

**15. Waste**

All waste shall be stored safely while on site and removed from site by the contractor.

**16. Inspection**

All equipment shall be ROSPA inspected upon completion. This shall be arranged by and at the expense of the contractor.

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### **PART E - FORM OF AGREEMENT**

This AGREEMENT is made the..... day of ..... 202

BETWEEN Wilton Town Council and .....  
(hereinafter referred to as 'The Contractor').

#### **WHEREBY--**

1. The Wilton Town Council wishes to receive the Services as set out in the Terms, Conditions and Schedule from .....
2. The Contractor is willing to perform such services subject to and in accordance with the Terms and Conditions Schedule.
3. The Contractor shall provide the Services in accordance with and subject to the provision of this agreement and to the satisfaction of the Wilton Town Council then payment provided for in this Agreement will be made to the Contractor.

IN WITNESS to this Agreement, signed this .....day of..... 201-

For Wilton Town Council

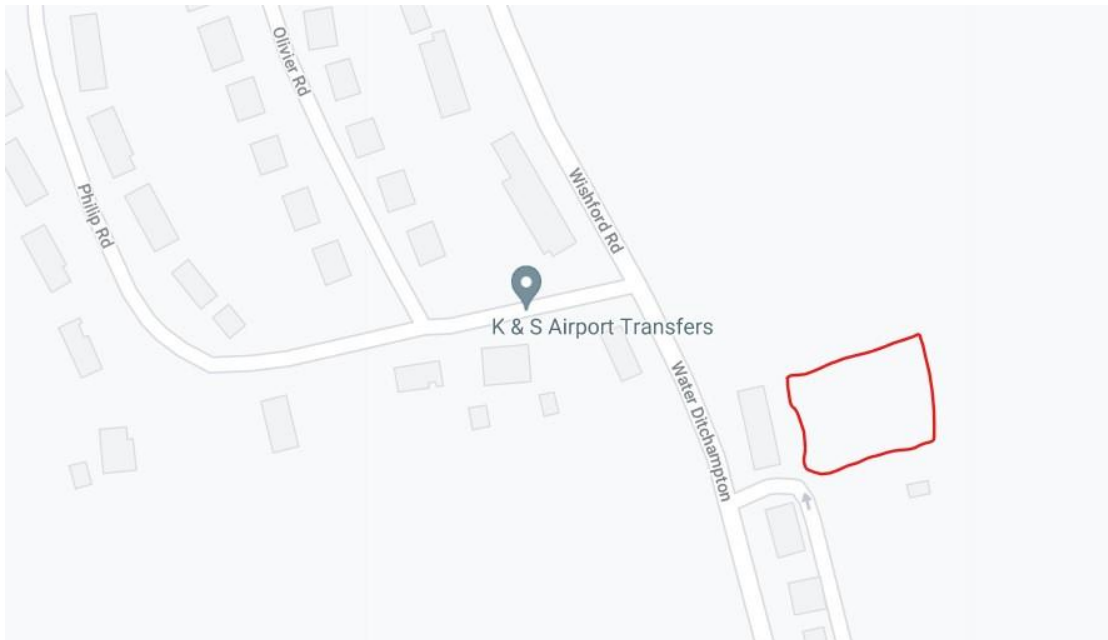
.....

For the Contractor

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**Appendix:**

**Maps of location:**



**Image of location:**



**End**