

Tender Instructions for the Design, Supply and Installation

of

an Inclusive Upgrade

at

Castleisland Playground, Co Kerry

for

Kerry County Council.

1.0 Overview of Castleisland Playground

Castleisland Playground is located in the middle of Castleisland Town, Co. Kerry and was officially opened in 2010 (Lat/Long 52.228292, -9.464354).

The playground was built using Kaiser & Kuhn equipment. The equipment is in good condition and subject to minimal maintenance. See Image 1 below.



Image 1

Fall protection is provided by way of rubberised wet pour surface covering the entire playground enclosed by 1.2m high bow top fencing.

2.0 Proposal

Kerry County Council seeks to procure the following project at Castleisland Playground: -

Inclusive Playground Upgrade - Castleisland

Kerry County Council received DCDE Grant funding in the amount of **€28,096 incl VAT** to install a level access inclusive roundabout, soft shell bucket & basket

swing seats, inclusive friendly springer/spinning cup and/or sensory play panels within the existing playground in Castleisland, Co. Kerry.

It is also proposed to modify one of the existing access points to the car park, which consists of a single gate to a coral style self-closing access point (similar to the other coral access gate) including ancillary site works.

An existing steel roundabout within the playground shall be removed to accommodate the installation of a new roundabout, as it has reached end-of life.

Ample space is available within this area to accommodate a level access roundabout, springer/spinning cup and/or sensory play panel (contractor to confirm).

Drawing 1 shows the existing playground and an indicative location for the installations. The contractor may choose to relocate existing play equipment to accommodate their design (as required).

The client for projects is Kerry County Council.

3.0 Instructions

Tenderers are invited to submit priced documents for the design, supply and installation of: -

- **Inclusive Playground Upgrade to include: -**
 - **Level access roundabout**
 - **Soft Shell inclusive bucket swing seat (fitted to existing toddler swing)**
 - **Soft Shell basket swing/nest seat (fitted to existing Basket swing)**
 - **Inclusive spinning cup and/or springer with back support and/or Sensory play panels**
- **Modify the existing access gate to the car park to create a corral style self-closing access point (similar to the other double access gate) including ancillary site works.**

The tenderer should provide specifications, isometric views of the proposed roundabout, a plan of the proposed extension and any other information which they may consider advantageous to the tender.

An isometric view of the existing playground is not deemed necessary.

The maintenance period for the contract will be for a period of a minimum of 12 months from the date of issue of a third-party installation inspection.

All tenderers must complete a tender breakdown and form of tender as outlined below.

Funding has been approved for this project.

4.0 Tender Cost

The tender cost will allow for the supply of all materials and installation of the elements associated with the provision of a playground: -

1. Removal of existing steel roundabout and surfacing including disposal of same.
2. Ground preparation including excavation for new equipment (drainage as required). Allow for disposal of spoil.
3. Installation of play equipment including foundations to same as per minimum requirement (see section 7) with rubberized wet pour covering the entire extension area.
4. Modify existing bow top fencing/access gate to coral style access to include the installation of 1no. self-closing access gate with latch.
5. Reinstatement of all disturbed areas.
6. Independent safety inspection and certification of same to comply with codes EN1176 and EN1177 by organization similar to or equivalent to RoSPA.

The tender cost should be inclusive of VAT and shall be a fixed price contract with no variations in price allowed due to material and/or labour variation costs during the course of the contract.

No interim payments are allowed and payment in full for the works will be made on satisfactory completion of the works.

The tender cost should be valid for 12 months from the close of date of the tender and shall not exceed: -

1. **€28,096 inclusive of V.A.T. / €24,754.19 exclusive of VAT.**

The client has the funding for the project, and the successful tenderer can expect a notice to proceed with the work within 4 weeks of the tender closing date. Works to be completed by year end.

5.0 Selection Criteria

Contractors must meet the following minimum criteria before they can be considered a valid tenderer for the award of the contract: -

- a) Tender Price – not greater than €28,096 inclusive of VAT / €24,754.19 exclusive of VAT.
- b) Contractors must tax compliant and should include their company details so that an online check with www.revenue.ie can be made.
- c) Warranty – compliance with the minimum equipment warranty periods set out in the document elsewhere.
- d) Insurance – compliance with the insurance requirements and limits mentioned elsewhere in the document - statement of compliance required.

6.0 Award Criteria

Valid Tenders shall be judged on the assessment by a committee appointed by the Client. Tenders shall be judged on the following **price/quality** criteria based of the associated scoring system:

Criteria – Lot 1 Inclusive Playground Upgrade	Score
Price - Total Project Cost does not exceed in any instance €28,096 (inclusive of VAT) / €24,754.19 (exclusive of VAT).	10
Quality - Design & Layout of Equipment – The design and layout of the play equipment proposed in the tender meeting the requirements specified. A design brief for the area is given further in the document (see Section 7). The layout should be creative and allow for free-flow between playground pieces with sufficient space for free-play.	25
Quality – Additional – Tenderers are encouraged within the play area available to include additional equipment above the basic equipment list that would enhance the play experience and contribute further to the playground aesthetics and offer value for the users – see Section 7.	15
Quality – Sensory / Inclusivity / Accessibility - It is essential that the playground should have a significant element of design to accommodate the requirements of children with a difference and any playground equipment recommended for children with a difference should provide details of usage, documentation of same including	35

certification or awards.	
Quality - Environmental - Sustainable Surfacing / Equipment / Warranties – tenderers are encouraged to demonstrate use of sustainable recycled raw materials/equipment and the environmental benefit from same.	15
TOTAL	100

The scoring system to be used in the award of the contract is included to the rear of this contract.

Any tenderer or contractor receiving 0 score in the above combined headings will be automatically disqualified. The tender evaluation committee appointed by the client shall score each tender under the above general guidelines and from same award the tenderer with the highest score the contract.

The applicant shall include a timescale for the proposal from the design throughout to satisfactory completion of the works. A company submitting a tender must be able to complete the works within 3 months of notice of placing an order.

The tenderer shall include with their tender submission a full and comprehensive equipment installation in operation with instructions.

An applicant will not be appointed without furnishing in the tender submission all relevant tax clearance certs, insurances, ISO details, financial details and bank references.

The tender documentation shall be submitted in the following format with each section demarked from the adjoining section.

Section 1 - Company details and covering letter.

Section 2 - Company CV with details of similar sized projects – client references should be included.

Section 3 - Tax compliance details.

Section 4 - Details of equipment – data sheet for each piece of equipment.

Section 5 - Manufacturers equipment warranties.

7.0 Playground Equipment and Layout – Minimum Equipment Requirement

At a minimum the contractor shall provide the following equipment: -

- **Level Access roundabout with opportunity for multiple users at one time.**

- **Soft shell basket /nest swing seat (fitted to existing swing)**
- **Soft shell bucket swing seat (fitted to existing swing)**
- **Inclusive springer with back support and/or spinning cup and/or Sensory Play Panel(s)**

Contractor to ensure adequate soakaway/drainage for roundabout unit is provided as part of their design.

In addition to the above the tenderer is free to provide and install additional equipment that will enhance their overall design.

Additional equipment that would be considered appropriate in order of priority includes inclusive 3-dimensional surface build outs, thermographic' s, rubber spheres etc....

Play panels with moving parts and distorting mirrors will only be accepted – static or noise emitting panels are not acceptable (adjoining Housing Estate).

Rubber play units must be in vibrant colours.

Access to the playground will by way of main road (Barracks St.) / existing car park. A section of fencing along the boundary may be removed for playground access.

The cost of all works including equipment supply, installation, excavation, disposal of excess, foundations and setup / decommissioning from site shall not exceed €28,096 (inclusive of VAT).

All of the above, including minimum equipment and additional equipment shall be scheduled in the Bill of Costs.

All equipment shall be manufactured and installed to meet the requirements and recommendations of EN1176 Part 1 – 7 including all the additional requirements for children under 36 months of age.

A declaration from the equipment manufacturer stating that all equipment has been designed, manufactured and tested in accordance with EN1176 shall be enclosed in the tender together with test certificates for all the tested equipment.

In choosing equipment, preference will be given to the following: -

- a) Stainless steel, recycled plastic, and/or galvanized metal frames and structures.
- b) Materials not susceptible to corrosion and high moisture levels.

All equipment should carry a minimum of 20-year structural warranty from the manufacturer. Contractor warranties will not be acceptable.

All bearings and moving part interfaces should have a 5-year warranty.

All ropes, joints and fixtures should have a 3-year warranty.

Where powder coated equipment is offered, the client shall be offered a minimum of 7 colours to choose from for the delivered equipment.

Non galvanised steel equipment will not be accepted.

8.0 Impact Absorbing Surfacing

The appropriate area of rubberized wet pour impact absorbing surfacing shall be provided under each item of equipment in accordance with EN1176 Parts 1 – 7 and EN1177. The thickness and construction shall be in accordance with EN1176.

The safety surfacing (rubberised wet pour) to the playground should, to the most part, be monotone in colour. High wear/footfall areas shall be coloured wet pour only.

Impact absorbing surface shall have a “critical height” equal to or greater than the “free fall height” of the equipment for which it is used.

9.0 Post Installation Inspection and Payment

The finished works will be subject to a third-party post installation inspection to confirm adherence to EN1176 Parts 1-7 and EN1177 by an accredited organisation such as the RPII or RoSPA or a registered playground inspector.

Any non-compliance is to be corrected by the successful tenderer.

Full payment of completed works shall only be approved on receipt of a satisfactory post installation inspection report. Fees for the post installation inspections shall be included in the tender price.

10.0 Site Visit and Access

Contractors are advised to visit the site to confirm sufficient space to accommodate their design. In the event that a site visit is required, please contact: -

Donal O'Neill or Vincent Foley, Finance Department, Kerry County Council, Rathass, Tralee, Co. Kerry. (Tel: 066 7183900)

A site compound may be set up in the adjoining car park along Barracks St.

Access is possible through the playground perimeter fence by way of macadam footpaths. These surfaces are capable of allowing access for light vans. Heavy truck access (greater than 5T) is not possible. Any damage to the access paths and green areas shall be repaired post construction.

11.0 Insurances

The Contractor shall have in place and maintain insurance policies with the following limits: -

Public Liability Insurance

This policy should provide for the following:

Unlimited cover generally and a limit not less than **€6,500,000** (six million, five hundred thousand Euro) in respect of any one accident. Max excess €10,000 – third party property damage only. Nil excess – third party bodily injury.

Employers Liability Insurance

This policy should provide for indemnification of Kerry County Council, to a limit of **€13,000,000** (thirteen million euro) in respect of claims, which could be made, against it as principal by employees of the Contractor. Minimum excess – Nil.

Contractors All Risks Insurance

This policy should be in the joint names of the Contractor and Kerry County Council as Employer. Cover should be for the full value of the contract works including VAT. Max Excess - €5,000.

Public Liability Insurances shall have an indemnity to Kerry County Council or in the alternate to all Local Authorities in Ireland.

12.0 Health and Safety

The attention of contractors is drawn to all current Safety, Health and Welfare at Work legislation. Contractors shall be responsible for the full implementation, at no cost to Kerry County Council of any future Health and Safety legislation that comes into force during the contract period. Kerry County Council requires that the following documents in relation to Health and Safety be submitted prior to the commencement of works on site: -

- **Preliminary Health and Safety Plan (as specified by the Safety, Health & Welfare at Work (Construction) Regulations 2006).**
- **Safety Statement.**
- **Safety & Health Plan (as specified by the Safety, Health & Welfare at Work (Construction) Regulations 2006).**

Given that the works are likely to take less than 30 days, a SSWP system of Risk Assessment maybe acceptable to the client.

The contract will not be formally awarded to any contractor until such time as Kerry County Council is satisfied with the competency of the contractor to undertake the duties of Project Supervisor, Design Process and Construction Stage, for the Kerry County Council Playground, as set out in the Safety, Health and Welfare at Work (Construction) Regulations 2006. The contractor will include evidence of competency to perform the above duties.

The full cost of complying with the safety legislation and regulations shall be covered in the tendered rate. No extra claims will be entertained for the provision of Safety Statements, Safety Plans, Safe Work Practice Sheets or other Safety Documentation or attending Safety Meetings.

Where Kerry County Council is of the opinion that the Contractor, or any sub-contractors engaged in the works are not taking satisfactory precautions in relation to safety, they may instruct the Main Contractor to carry out the necessary operations to ensure such precautions are put in place, but this shall not relieve the Main Contractor of his obligations in the first place.

If the Contractor fails to comply with the above requirements, this shall be a reason to terminate a contract where such precautions, as are required, are not implemented and operated for the duration of the works to the satisfaction of Kerry County Council.

The contractor will assume the role of Project Supervisor Design Process and Project Supervisor Construction Stage within its meaning of the Construction Regulations. The appointment is automatic upon award of the contract and is a condition of this contract.

13.0 Tender Period

Tenders must be returned by eTenders online portal by **5.00pm** on **16th September 2026** marked "Tenders for Castleisland Playground Upgrade".

14.0 Scoring System – Castleisland Playground

The following scoring system shall apply to qualifying tenders by the selection committee in determining the award of the contract: -

Tender Cost

(Not greater than €28,096 incl VAT
/ €24,754.19 excl VAT)

_____ (max 10)

Playground design & layout submitted
in compliance with minimum equipment
Specification.

_____ (max 25)

Proposed additional equipment above
and beyond the basic equipment.

_____ (max 15)

Range and scope of equipment provided
for children with a difference.

_____ (max 35)

Environmental – Sustainability

_____ (max 15)

Total _____ (100 marks)

15.0 Preliminary Agreement

I/We agree to supply, deliver and install equipment, surfacing, ancillary works and mobilise and demobilise as scheduled in the tender breakdown and in the attached documentation and to complete all associated works as specified if awarded the contract and receiving an instruction to proceed with the works with a maximum 6-week construction period, all for the tender sum noted in tender breakdown.

We also undertake if having received an instruction to proceed the with the works, prior to the commencement of the works, to provide all Health & Safety documentation, current tax compliance certification and insurances with the relevant indemnities, all as set out in this tender documentation. If same is not forthcoming within 2 weeks of an instruction to proceed with works, then the tender will be considered invalid.

We accept that if works are not commenced within 4 weeks of an instruction to proceed, that the contract will be forfeited, and that the client will award same to the next advantageous tenderer.

We accept the role of Project Supervisor Design Process and Project Supervisor Construction Stage within its meaning of the Construction Regulations if appointed to complete the works.

We also accept that an award of this tender to us or any company does not constitute an instruction to proceed with the works which is subject to the procurement of adequate funding by the client.

COMPANY STAMP



**COMPANY NAME &
ADDRESS**

**ON BEHALF OF SAME
COMPANY**

Signed

Date

16.0 Tender Check List – Disability Friendly Equipment

- | | | |
|---|--|--------------------------|
| A | All equipment complies with EN1176 & EN1177 | ☐ |
| B | All equipment is either stainless steel or galvanized steel with a minimum of <u>25 years manufacturers structural warranty</u> | ☐ |
| C | All minimum Insurance Policies in place with minimum indemnity limits specified (evidence required later) | ☐ |
| D | Tax details submitted to allow C2 Tax compliance Check | ☐ |
| E | Individual Equipment isometric views included and simple play layout of installation | ☐ |
| F | Tender Price not greater than €28,096 inclusive of VAT / €24,754.19 excl VAT. | ☐ |
| G | Preliminary Agreement signed. | ☐ |

17.0 Bill of Costs – Castleisland Playground

No.	Description	Unit	Rate	Cost
1	Mobilisation, site setup, insurances, health & safety obligations as per specification.	item		
2	Secure site during works and any other temporary works required.	item		
3	Demobilisation including disposal of all waste materials as per specification.	item		
4	Independent safety inspection and certification of completed installation to comply with codes EN1176 and EN1177 by organisation similar to or equivalent to RoSPA	item		
5	Level Access roundabout with opportunity for multiple users at one time (including provision and installation of piece, excavation and provision of base foundation and support structure) Manufacturer_____ Product No._____ Material _____ Structural Warranty_____ Item Description_____	item		
5	Inclusive springer with back support and/or Spinning Cup and/or Sensory Play Panel(s) (including provision and installation of piece, excavation and provision of base foundation and support structure) Manufacturer_____ Product No._____ Material _____ Structural Warranty_____ Item Description_____	item		

6	Inclusive soft-shell basket/nest swing seat (only) (including provision and installation of piece, excavation and provision of base foundation and support structure) Manufacturer_____ Product No._____ Material _____ Structural Warranty_____ Item Description_____	item		
7	Inclusive soft-shell bucket swing seat (only) (including provision and installation of piece, excavation and provision of base foundation and support structure) Manufacturer_____ Product No._____ Material _____ Structural Warranty_____ Item Description_____	item		
8	Additional Play Equipment #1 (including provision and installation of piece, excavation and provision of base foundation and support structure) Manufacturer_____ Product No._____ Material _____ Structural Warranty_____ Item Description_____			
9	Additional Play Equipment #2 (including provision and installation of piece, excavation and provision of base foundation and support structure) Manufacturer_____ Product No._____ Material _____ Structural Warranty_____ Item Description_____			
10	Additional Play Equipment #3 (including provision and installation of piece, excavation and provision of base foundation and support structure) Manufacturer_____ Product No._____	item		

	Material _____ Structural Warranty _____ Item Description _____			
11	Additional Play Equipment #4 (including provision and installation of piece, excavation and provision of base foundation and support structure) Manufacturer _____ Product No. _____ Material _____ Structural Warranty _____ Item Description _____	item		
12	Installation of Impact Absorbing Surfacing underneath playground equipment safety zone to entire area (including provision and installation of same) Kerbing as required to perimeter of entire area to match existing (state quantity)	Lin. m Sq. m		
13	Modify existing access point to create coral style access gate including the installation of 1 no self-closing access gate including ancillary site works.	item		
14	A.O.B.			
	Subtotal Add VAT @ % TOTAL			

18.0 Appendix 1





