

Design & Build of an Artificial 3G Full Size Football Pitch

Bishop's Cleeve Parish Council

Tender Analysis Report · Generated 16 August 2026

RISK SCORE			
70 /100 · High			
BUDGET	DEADLINE	REGION	REQUIREMENTS
£950,000 excluding VAT	2026-08-13	United Kingdom	45

AI-generated analysis grounded in the uploaded documents. Verify critical findings against the source documents before relying on them.

Executive Summary

Invitation to tender for the design, provision, and installation of an artificial 3G full-sized football all-weather pitch with timed LED lighting, fully enclosed secure fencing, and reinstallation of CCTV cameras. The project involves the removal of the existing 3/4 size 3G pitch on the sports field. The successful bidder will operate under a JCT Design and Build 2024 contract and must comply with ecological mitigation measures and FIFA Quality Programme standards.

Source documents (6)

- Astro ITT final.pdf
- Terms and Conditions for Tender - Astro.pdf
- Draft Application Form.pdf
- Bishops Cleeve 3G Pitches Planning Statement DRAFT.pdf
- EclA - 3G Pitch Bishops Cleeve GL52 3PD.pdf
- 260618 J329578 TN001 V1.1 .pdf

Compliance Matrix · 45 requirements

#	Requirement	Severity	Page	Risk Type
R1	Submission format and deadline "Completed Tenders and attachments should be submitted in hard copy in an envelop"	MEDIUM	p. 4	Compliance
R2	Bid validity period "Bids shall remain open for acceptance for a minimum of 90 days from the date that the Tender closing date."	LOW	p. 2	Commercial
R3	Minimum financial turnover "Financial - The Council requires your organisation's turnover to be at least twice the estimated annual value of the Contract and evidenced by your organisation's last 2 years accounts which should be attached to your tender response."	MEDIUM	p. 20	Financial
R4	Mandatory insurance - Employer's Liability "Employer's (Compulsory) Liability Insurance = £ 5,000,000.00"	MEDIUM	p. 21	Commercial
R5	Mandatory insurance - Public Liability "Public Liability Insurance = £ 10,000,000.00"	MEDIUM	p. 21	Commercial
R6	Mandatory insurance - Professional Indemnity "Professional Indemnity Insurance = £ 5,000,000"	MEDIUM	p. 21	Commercial
R7	Maximum budget cap "The Contractor must not exceed the suggested maximum budget for the project (all services and works) of £950,000 excluding VAT."	HIGH	p. 16	Financial
R8	FIFA Certification "The synthetic turf surfacing shall be manufactured by a company licenced by FIFA as part of the FIFA Quality Programme for Football Turf or manufactured to an equivalent IATS standard."	MEDIUM	p. 10	Quality
R9	Third-party pitch testing "To ensure the synthetic surface satisfies the requirements of this specification"	MEDIUM	p. 12	Quality

#	Requirement	Severity	Page	Risk Type
R10	Post installation inspection "A post installation inspection shall be arranged by the Contractor to be conducted within 7 days of install completion through the Play Inspection Company to ensure BS EN 15330 and BS EN 12193 are met."	LOW	p. 16	Quality
R11	Defective carpet replacement "If replacement of defective carpet is deemed necessary by the Employer or their agent, this shall involve full replacement of a length and width of a carpet roll (as designed and manufactured). No patching whatsoever will be allowed..."	LOW	p. 10	Technical
R12	Carcinogenic rubber advice "The Council is aware that there has been information made public regarding the p"	LOW	p. 10	Compliance
R13	CDM Regulations Compliance "the Tenderer is required to fully comply with the requirements of the Construction Design and Management Regulations 2015 both as 'Designer' and 'Principal Tenderer'. The Tenderer will be required to appoint a competent CDM Co-ordinator..."	LOW	p. 13	Compliance
R14	Welfare facilities "The Tenderer is to allow for providing onsite welfare facilities for use by their employees during the onsite contract period."	LOW	p. 13	Delivery
R15	Waste Management Plan "Site waste management plan is required prior to commencement of any onsite works and must identify and consider the expected waste due to be produced as part of the contract."	LOW	p. 14	Delivery
R16	Indemnity on termination "the Supplier shall fully and promptly indemnify the Buyer in respect of the cost of causing to be supplying the Services or any part thereof as would have been performed by the Supplier during the remainder of the Contract Period to..."	HIGH	p. 14	Legal
R17	Deductions for default "the Buyer may make such deduction from the payment due to the Supplier as the Authorised Officer shall reasonably calculate as compensation to the Buyer in respect of the Supplier 's failure"	HIGH	p. 15	Financial
R18	FOI Indemnity "The Supplier shall indemnify the Buyer against all claims and proceedings and all liabilities, losses, costs and expenses incurred in connection therewith by the Buyer as a result of any breach of this Condition 24 by the Supplier, the..."	HIGH	p. 18	Legal
R19	Data Protection Indemnity "The Supplier shall indemnify and keep indemnified the Buyer against all actions, claims, costs, damages, deductions, expenses losses and liabilities incurred by the Buyer in respect of any breach by the Supplier (and/or any act or..."	HIGH	p. 19	Legal
R20	Equality Indemnity "The Supplier shall indemnify the Buyer in respect of any costs and legal expenses incurred in defending any action brought by the Equality and Human Rights Commission and / or any third party against the Buyer for non-compliance with..."	HIGH	p. 25	Legal

#	Requirement	Severity	Page	Risk Type
R21	General Liability and Indemnity "The Supplier shall be liable for and shall fully and promptly indemnify and hold harmless the Buyer, its officers, employees and agents against all liabilities, damages, costs, losses, claims, demands and proceedings incurred or..."	HIGH	p. 26	Legal
R22	Intellectual Property Transfer "Any and all intellectual property rights developed under this Contract or arising from the supply of the Services by the Supplier shall belong to the Buyer and the Supplier agrees that it shall execute or cause to be executed (by..."	HIGH	p. 27	Legal
R23	Ecological Buffer Zone "A riparian buffer zone 5m from the banks of the ditch must be implemented along the ditch to the south. No materials should be allowed to be stored within this riparian zone and no heavy machinery will be used beyond the proposed..."	LOW	p. 3	Delivery
R24	Ecological Lighting Plan "Any new external lighting must be directed to avoid light spillage onto the southern boundary of the site and vegetation beyond it. Upward lighting will be avoided by fitting lights with downward facing baffles and fixtures to ensure no..."	LOW	p. 3	Quality
R25	Discretionary Exclusion Criteria — Bona fide Tender "The Council may exclude a bidder from this procurement if the Council establishes that it is unable to answer "No" in respect of any of the discretionary exclusion criteria set out below."	HIGH	p. 1	Compliance
R26	Suitability Assessment — Minimum Thresholds "If there is an (R) after the 'weighting score', it indicates that there is also a 'minimum' threshold to that question and suppliers will be rejected if they do not meet a minimum requirement threshold. The minimum threshold is 30%"	HIGH	p. 1	Compliance
R27	Pricing & Indexation — Price Firmness "The rates to be inserted in the Pricing Schedule for works are to be the full inclusive costs. L about rates must include all overheads, supervisory and administrative costs, together with an element of profit. No additions to these..."	MEDIUM	p. 1	Financial
R28	Payment Terms — Authority to Contractor "The Buyer shall pay the Supplier for Services via BACS within 30 days, in accordance with the Specification as notified to the Supplier."	LOW	p. 2	Financial
R29	Payment Terms — Set-off Rights "Whenever under this Contract any sum of money shall be recoverable from or payable by the Supplier to the Buyer the same may be deducted from any sum then due or which at any time thereafter may become due to the Supplier under this..."	MEDIUM	p. 2	Financial
R30	Limitation of liability — no cap clause found in pack "No limitation-of-liability or cap clause appears anywhere in the provided documents."	HIGH	Multiple Documents	Legal
R31	Indemnity — Observance of Statutory Requirements "The Supplier shall... comply with all Acts of Parliament and with all orders, Regulations, Statutory Instruments and By-laws... and shall indemnify and keep indemnified the Buyer against the consequence of any breach of its obligations..."	HIGH	p. 2	Legal

#	Requirement	Severity	Page	Risk Type
R32	Indemnity — Intellectual Property <i>"The Supplier shall indemnify the Buyer against any claims, liabilities, costs, losses, expenses, proceedings and damages arising out of any infringement or alleged infringement of any third-party intellectual property rights in..."</i>	HIGH	p. 2	Legal
R33	Force Majeure — Definition and Relief <i>"If a Force Majeure event arises... which directly causes the Supplier to be materially unable to comply with any of its obligations hereunder, the Supplier and the Buyer may agree such terms as are appropriate for the continued performance..."</i>	MEDIUM	p. 2	Legal
R34	Force Majeure — Prolonged Event Termination <i>"If no such terms are agreed within one (1) month of the commencement of the said event, and such event is continuing or its consequence remains such that the Supplier is materially unable to comply with its obligations, the Parties..."</i>	MEDIUM	p. 2	Delivery
R35	Insurance — Minimum Levels <i>"The Supplier hereby warrants that the Supplier shall have in force all necessary insurance cover for any one occurrence or series of occurrences arising out of the supply of the Services, including public liability with a minimum limit..."</i>	MEDIUM	p. 2	Financial
R36	Termination for Default <i>"The Buyer shall be entitled upon the happening of any of the following events to"</i>	MEDIUM	p. 2	Legal
R37	Termination for Convenience <i>"Either party may terminate this Contract at any time by giving no less than three months' notice to the other. In the event of termination the Buyer will only be liable to pay to the Supplier such sums as may be due for Services..."</i>	MEDIUM	p. 2	Commercial
R38	Policy & Social Value Gates <i>"Social Value – Demonstrate how your proposal might offer the social, economic and environmental benefits to the community and take into account social provisions over and above the provision of the service."</i>	LOW	p. 1	Compliance
R39	Data Protection — Breach Notification Window <i>"The Provider shall inform the Buyer promptly (and in any event within 24 hours) if any data or information related to the provision of this Contract is subject to unauthorised access, goes missing, is lost in error or is believed to..."</i>	MEDIUM	p. 2	Compliance
R40	IP & Confidentiality — Ownership of IP <i>"Subject to Condition 36.2 the intellectual property rights in this Contract and all documents, records, data, or other information produced by the Supplier pursuant to this Contract shall belong exclusively to the Buyer"</i>	MEDIUM	p. 2	Legal
R41	IP & Confidentiality — FOIA Rights <i>"The Supplier acknowledges that the Buyer is subject to the requirements of the Environmental Information Regulations 2004 and the 2000 Act and agrees to use all reasonable endeavours to assist the Buyer (at the Supplier's expense) to..."</i>	MEDIUM	p. 2	Compliance
R42	Audit & Records — Open Book Rights <i>"The Supplier shall allow persons nominated by the Buyer access to all management"</i>	MEDIUM	p. 2	Compliance

#	Requirement	Severity	Page	Risk Type
R43	Legal Framework — Anti-Bribery "The Supplier shall not offer or give, or agree to give, to any officers or repre"	LOW	p. 2	Compliance
R44	Legal Framework — Assignment and Sub-contracting "The Supplier shall not assign any of its rights and/or obligations under this Contract or sub-contract the supply of the Services to any person without the previous written consent of the Buyer, which shall be at the absolute discretion..."	MEDIUM	p. 2	Legal
R45	Change Control "No Variation to the terms of this Contract shall be effective or binding unless agreed with the Buyer and recorded in writing. Such amendments will form an addendum to this Contract."	LOW	p. 2	Legal

Advanced Strategic Analysis

3 dependencies · 1 contradictions · 2 risk correlations · 3 strategic insights

Dependencies

- **REQ-26** depends on **REQ-25**: Passing the Suitability Assessment (Part A) requires the bidder not to trigger the Discretionary Exclusion Criteria (Bona fide Tender).
- **REQ-8** depends on **REQ-9, REQ-10**: Achieving FIFA Certification (Quality) for the pitch is dependent on successful third-party pitch testing and post-installation inspections.
- **REQ-35** depends on **REQ-4, REQ-5, REQ-6**: The mandatory insurances (Employer's Liability, Public Liability, Professional Indemnity) must align with the minimum insurance levels specified.

Contradictions

- **HIGH**: REQ-1 vs REQ-1 — Page 4 of the ITT contains contradictory deadlines for the same submission scope: it states 'to be received by 3pm on Thursday 16th July 2026' and in the very next paragraph states 'Your Tender must be received in hard copy by no later than 3pm on Thursday 13th August 2026.'

Risk Correlations

- **CRITICAL**: REQ-30, REQ-16, REQ-18, REQ-19, REQ-20, REQ-21, REQ-31, REQ-32 — An absence of a limitation of liability cap (REQ-30) combined with seven distinct, broad indemnities spanning FOI, Data Protection, Equalities, IP, Statutory Requirements, and General Liability creates an extreme, unquantifiable commercial risk.
- **HIGH**: REQ-11, REQ-17, REQ-36 — Requirements for defective carpet replacement, coupled with deductions for default and termination for default, means a minor manufacturing defect in the artificial turf could trigger a cascade of financial penalties leading to contract termination.

Cross-Document Relationships

- reference: Astro ITT final.pdf → Specification (Implied accompanying document) — Please check this document together with all accompanying documents, particularly the Specification...

- clarification: Astro ITT final.pdf → Specification (Implied accompanying document) — Questions in this section are linked to the subject matter of this contract and Key Performance Indicators (KPI's) as detailed in the specification.

Critical Requirement Clusters

- **CRITICAL** · FIFA Certification, Third-party pitch testing, Defective carpet replacement, Carcinogenic rubber advice: Fieldstone is a soft FM and grounds maintenance contractor, lacking core capabilities in civil engineering and 3G pitch Design & Build (D&B). To deliver this, Fieldstone must heavily rely on specialist subcontractors for the sub-base, drainage, and synthetic carpet installation, shifting from a self-delivery model to a contract management model. (Mitigation: Form a strategic partnership or Joint Venture (JV) with a SAPCA-registered specialist synthetic pitch constructor. Limit Fieldstone's self-delivered scope to site preparation, ecological buffer zones, and post-installation maintenance.)

- **CRITICAL** · Limitation of liability — no cap clause found in pack, General Liability and Indemnity, Deductions for default, Indemnity on termination: The absence of a liability cap, combined with broad general indemnities and default deductions, creates disproportionate financial exposure for a 40-staff business. A failure in the sub-base or an unachieved FIFA certification could result in company-ending financial penalties. (Mitigation: Submit an urgent clarification question to the Authority to insert a standard industry liability cap (e.g., 100% of contract value or matching the required insurance limits). If uncapped liability remains, escalate to the Board for a likely No-Bid decision.)

- **HIGH** · Maximum budget cap, Pricing & Indexation — Price Firmness, Payment Terms — Authority to Contractor, Payment Terms — Set-off Rights, Minimum financial turnover: A firm £950,000 budget cap with no indexation passes all inflation and material cost fluctuation risks to the contractor. Combined with the Authority's set-off rights, cash flow could be severely restricted if disputes arise during the heavy-expenditure civil works phase. (Mitigation: Negotiate back-to-back fixed-price agreements with specialized subcontractors before bid submission. Ensure milestone payments are front-loaded where possible to maintain positive cash flow.)

- **MEDIUM** · CDM Regulations Compliance, Ecological Buffer Zone, Ecological Lighting Plan, Waste Management Plan, Welfare facilities: Taking on the Principal Contractor and Principal Designer roles under CDM for a £1m capital build requires specific health, safety, and construction management competencies that differ from routine grounds maintenance. (Mitigation: Hire a specialist external CDM Consultant to act as Principal Designer. Leverage Fieldstone's in-house arboriculture and soft FM expertise to self-deliver the Ecological Buffer Zone, Lighting Plan compliance, and Waste Management, converting these requirements into competitive advantages.)

Risk Chains

- **HIGH**: Lack of direct 3G D&B experience → Heavy reliance on specialist subcontractors → Subcontractor delays/defects → Failure to achieve FIFA certification → Authority applies Deductions for default and Set-off Rights → Uncapped Liability exposed — Catastrophic financial loss exceeding the company's net worth, leading to potential insolvency. (Mitigation: Institute rigorous subcontractor vetting (using only FIFA Preferred Providers). Execute watertight back-to-back contracts transferring all performance and financial risks to the specialist subcontractor. Do not bid unless a liability cap is agreed.)

- **MEDIUM**: Fixed Price Firmness → Macroeconomic inflation on specialized materials (synthetic turf, rubber infill) → Maximum Budget Cap (£950k) breached internally → Project becomes loss-making — Severe margin erosion and negative cash flow on the project. (Mitigation: Secure validity-period-matched quotes from suppliers. Price in a sufficient contingency risk premium, even if it pushes the bid close to the

£950k maximum cap.)

Strategic Insights

- **risk:** Core Capability Mismatch: Fieldstone is a maintenance firm bidding on a major civil engineering/construction project. The risk profile of a D&B contract is fundamentally different from soft FM. (Action: Conduct an immediate Bid/No-Bid gateway review. Unless a highly credible, risk-bearing joint venture partner is secured for the civil/synthetic works, Fieldstone should No-Bid as the Principal Contractor.)
- **opportunity:** In-house Arboriculture and Ecological capabilities align perfectly with the Ecological Buffer Zone and Environmental requirements. (Action: If a JV is formed, position Fieldstone as the environmental/sustainability lead. Emphasize how local North West operations will reduce carbon footprint and expertly manage the ecological buffer and ongoing maintenance, providing a 'Whole Life' value proposition.)
- **competitive_advantage:** The presence of 'Limitation of liability - no cap' alongside 'General Liability and Indemnity' is a red flag for a SME. (Action: Use the clarification period to aggressively challenge the uncapped liability. Many competitors will either miss this or refuse to bid. If the Authority concedes and caps liability, Fieldstone (with a JV partner) stays in a reduced competitive field.)