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LAKES PARISH COUNCIL

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**Invitation to Tender for the Management of White Platts  
Recreation Ground, Ambleside.**

ITEM	CONTRACT DETAILS
Invitation to Tender (ITT)	Lakes Parish Council (LPC)
Insurance Requirement	£10,000,000 public liability £10,000,000 employers' liability £5,000,000 Professional Indemnity
Contract Duration	1 season, 1 <sup>st</sup> April 2022 – 31 <sup>st</sup> October 2022, with an option for a multiyear agreement.
Procuring Officer and Deadline	Any queries must be addressed to the Clerk. Tenders must be submitted by <b>15<sup>th</sup> March 2022 at 4pm.</b>
Submission of Tenders	All tenders and supporting documentation should be submitted and marked confidential to LPC by post (Lakes Parish Council, First Floor, Ambleside Library, Kelsick Road, Ambleside, LA22 0BZ) or email the Parish Clerk, marked <b>Management of White Platts Tender</b> , clerk@lakesparish.co.uk
Notification of result of Tender Evaluation	17 <sup>th</sup> March 2022

*Note: Tenderers are advised that the Council will as far as possible conduct the procurement in accordance with the said Procurement Timetable above. Where for whatever reason the time periods stated in this ITT need to be amended to ensure the integrity of the process the Clerk shall communicate this via email to all Tenderers and make such revisions as may be necessary.*

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## 1) GENERAL INFORMATION

“Tenderer” means any organisation invited to tender.

This contract is for the Management of White Platts Recreation Ground in Ambleside on behalf of Lakes Parish Council. The contract period will be for 1 season, commencing the 1<sup>st</sup> of April 2022 and end the 31<sup>st</sup> October 2022.

The Council reserves the right to modify or amend the ITT documentation at any time prior to the deadline for receipt of tenders. Any such changes will be notified to the Tenderers in writing via email. Where the modifications or amendments are significant, the Council may, at its discretion, extend the deadline for receipt of Tenders.

This ITT and its accompanying documents and publications, and any copies made in all or part, are and shall remain the property of the Council.

Tenderers should read these instructions carefully before submitting their responses to the ITT. Failure to comply with these requirements for completion and submission may result in the rejection of your tender response.

All Tenders and supporting documentation should be submitted to the Council addressed to the Clerk marked **Tender** or by Email [clerk@lakesparish.co.uk](mailto:clerk@lakesparish.co.uk).

The fact that your organisation has been invited to tender, does not necessarily mean that you have met, or are capable of meeting all the Council's tendering requirements. The Council may require further information as appropriate and assess whether your organisation is capable of meeting the Council's tendering requirements as part of the Tender Evaluation process.

Tenders must be fully completed by duly authorised personnel. Prior knowledge of any aspect of your organisation or of your ability to meet the requirement must not be assumed by any Tenderer. All schedules and questionnaire questions must be completed in full as applicable.

Tenderers are required to submit Tenders Via post or email, marked **Management of White Platts Tender**.

Should Tenderers have any query in connection with any of the ITT, you should contact the Clerk via email. The Clerk shall use all reasonable endeavours to answer enquiries made. Enquiries by means other than email will not be accepted.

The Council may, in its sole discretion, consider any difficulty or request for clarification raised by any Tenderer engaged in the procurement process in relation to any of the Tender Documents. As a result, the Council reserves the right to issue general guidance or waive or amend any provision of the Tender Documents. Any guidance, waiver or amendment made through the clarification process is done without prejudice to:

- a) any other provision in the Tender Documents
- b) the irrevocable nature of any offer made by a Tenderer and
- c) any right or power of the Council under any of the Tender Documents.

Any guidance, waiver or amendment shall only be binding on the Council if made in writing. Notification of any such guidance, waiver or amendment shall be circulated in writing to all Tenderers.

Tenderers must satisfy themselves by their own investigations about the sufficiency of information and no responsibility is accepted by the Council for any loss, damage or expense of whatever kind arising from the use by Tenderers of such information.

Tenderers are responsible for obtaining all information necessary for the preparation of your Tender, and all costs, expenses and liabilities incurred by Tenderers in connection with the preparation and submission of a Tender, shall be borne by your organisation. Tenderers will not be entitled to claim any costs or expenses that may be incurred in preparing your tender submission from the Council. Tenderers shall acknowledge upon submission of your Tender, that you have satisfied yourself that your organisation fully understand the requirements set out in this ITT, the Tender Documents and any clarification or additional information provided in response to any query as set out as above.

All information supplied by the Council in connection with this ITT shall be treated as confidential by your organisation, except that such information may be disclosed so far as is necessary for the purpose of obtaining sureties, guarantees or quotations necessary for the preparation and submission of your Tender.

The Tender Documents and any responses as provided by the organisation shall remain the property of the Council and must be either destroyed (hard copy) or deleted from electronic systems forthwith upon demand. Copyright in the Tender Documents and any responses or additional information supplied by the organisation shall remain vested in the Council in line with the Data Protection Act 2018.

All information contained in this ITT, or which is communicated in further correspondence or during any subsequent negotiations, is **confidential**. Tenderers must not disclose the fact they have been invited to tender and must not communicate, disclose or otherwise make available this information to any third party other than as set out below, nor use this information for any commercial or industrial purpose not connected with this tender. The Tenderer may communicate, disclose or otherwise make available this information to an employee or a professional adviser who requires the information in connection with the preparation of the tender or to support any subsequent negotiation, (including but not limited to, obtaining sureties, guarantees or quotations) provided they are bound by equivalent conditions of confidentiality.

All information provided by the Tenderers as part of this Tender exercise will be treated as “Commercial in Confidence” (except where required in law) and will not be disclosed to a third party without the written permission of Tenderers.

The Tenderer will be deemed for all purposes connected with your Tender and the Contract, to have carried out and made all researches, investigations and enquiries which can reasonably be carried out and made and to have satisfied yourself before submitting your Tender as to the nature, extent and character of the Services the extent of the premises, personnel, any assets, materials and/or equipment which may be required and any other matter which may affect your Tender.

## **2) COUNCIL RIGHT TO CANCEL THE TENDER PROCESS**

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.

## **3) FREEDOM OF INFORMATION AND LOCAL TRANSPARENCY**

You should note that in accordance with the obligations placed upon public authorities by the Freedom of Information Act 2000 (“Act”), all information submitted to the Council may be disclosed by the Council in response to a request made pursuant to the Act. In respect of any information submitted by you that you may consider being commercially sensitive, you should:

- (a) Clearly identify such information as commercially sensitive;
- (b) Explain the implications of disclosure of such information; and
- (c) Detail the envisaged timeframe during which such information will remain commercially sensitive.

Tenderers should note that even where information is identified as commercially sensitive the Council has complete discretion in deciding whether it is required to disclose such information in accordance with the Act if a request is received. Receipt of any information marked “confidential” or “commercially sensitive” should not be taken to mean that the Council accepts any duty of confidence by virtue of the marking.

If the Council receives a request to disclose the information identified, it will consider whether the information is, in fact, exempt; consider whether the public interest in maintaining the exemption outweighs the public interest in disclosing the information (unless the information benefits from an absolute exemption), and consult with the Tenderer prior to the disclosure of information whenever reasonably practicable.

The Council will not be liable for any loss or damage suffered by the Tenderer, whether in contract, tort or any other way as a result of information disclosed in

response to a request made under FOIA. This includes but is not limited to information that is not specifically considered by the Council and the Tenderer to be exempt.

Further information on the FOIA can be obtained from the office of the Information Commissioner responsible for enforcing the Act.

Under the local transparency agenda, Local Authorities must publish expenditure on items over £500. As such, any payment made under this contract above £500 will be published on the Council's Website along with the Contractors Company Name.

#### **4) EXCLUSION OF TENDERER FROM TENDER PROCESS**

Any Tender in respect of which you:

(a) have directly or indirectly canvassed any member, official of the Council or any consultant advising the Council or obtained information from any other person who has been contracted to supply goods or provide services or works to the Council, concerning the tendering process or proposed award of this Contract or who has directly or indirectly obtained or attempted to obtain information from any such member official or consultant concerning any other Tenderer or Tender; or

(b) offer or agree to pay to any person or body having direct or indirect connection with this tender process or pay or give any sum of money, inducement or valuable consideration, directly or indirectly, for doing or having done or causing or having caused to be done in relation to any other Tenderer or any other person's proposed Form of Tender, any act or omission of the sort or type described above; or

(c) in connection with the award of the Contract, commit an offence under the Bribery Act 2010 or give any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972,

Shall not be considered for acceptance and shall accordingly be rejected by the Council provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Council or any criminal liability which such conduct may attract.

The Council may in its absolute discretion refrain from considering your Tender if:

(a) it is not in accordance with this ITT (as set out herein or subsequently amended as provided for in these Instructions), and all other provisions of the Tender Documents or is in breach of any provision contained in the Tender Documents; or

(b) Tenderers make or attempt to make any qualification or variation or alteration to the terms of any of the Tender Documents or other documentation save where a variation or alteration is expressly invited or permitted by the Council in writing; or

(c) Tenderers do not tender for the provision of the whole of the Services (except where expressly invited to tender for part(s) thereof) or for part(s) of the Services as set out in these Tender Documents; or

(d) it is incomplete or incorrectly completed.

If awarded a contract, the Tenderer must comply with all the provisions contained in the tender documentation, subject only to any agreed exceptions and amendments.

Any such proposed exceptions or amendments to the Conditions of Contract must be submitted by the Tenderer as part of their written response to this tender, using the Contract Variation Form by request from the Clerk, and not at a later stage of the procurement exercise.

The Tenderer warrants that the performance of the Contract shall be undertaken in accordance with the requirement of the Contract and any codes of practice for the industry.

Tenders must be submitted in the required form.

## **5) TENDER EVALUATION PROCESS**

The Contract shall be awarded based on the Tender which gives the best value to the Council. The Council shall not be bound to accept any Tender submitted.

Please note that your Form of Tender along with any other information to be submitted will together form your Tender. The Council reserves the right to disqualify a Tenderer (or to terminate the Contract) if any material misrepresentation is made in any of these documents and other information submitted by your organisation or you do not inform the Council of any change in circumstances.

Applicants will be evaluated on capabilities and capacity, competitive cost of services, previous experience and testimonials.

## **6) TENDERER'S WARRANTIES**

In submitting a tender, you warrant and represent and undertake with the Council that:

a) you have not done any of the acts or matters referred to in Section 4 above and have complied in all respects with these Instructions to Tenderers;

(b) all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by you or your employees in connection with or arising out of the Tender are true, complete and accurate in all respects;

- (c) you have carried out your own investigations and research, you have satisfied yourself in respect of all matters relating to the Form of Tender, the Specification and the Conditions of Contract and you have not submitted the Form of Tender and have not entered into the Contract in reliance upon any information, representations (whether negligent or otherwise) or assumptions (whether made orally, in writing or otherwise) which may have been made by the Council except those signed by the Council
- (d) you have full power and authority to enter into the Contract and carry out the Services and will if requested produce evidence of such to the Council;
- (e) you are of sound financial standing and you and your partners, directors, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in your audited accounts or other financial statements submitted to the Council) which may adversely affect such financial standing in the future;
- (f) if requested, you will submit signed hard copies of the Form of Tender, the Parent Company Guarantee Undertaking, the Performance Bond Undertaking and any other original Tender documentation prior to the award of the Contract;
- (g) by the Commencement Date you will procure and during the period of the performance of the Contract you will have sufficient working capital, skilled staff, equipment and/or machinery and other resources available to carry out the Services in accordance with and for the duration of the Contract.
- (h) you have obtained or will have obtained by the Commencement Date any necessary consents, licences and permissions to enable you to carry out the Services and will from time to time throughout the duration of the performance of the Services under the Contract, obtain and maintain all further and other necessary consents, licences and permissions to enable you to carry out the Services; and
- (i) any specific provisions, e.g. warranties about obtaining Disclosure and Barring Service staff checks if applicable or complying with other pre-commencement requirements.

## **7) SUB-CONTRACTING**

Tenderers must be able to satisfy the Council as to your ability to perform the Services. In its sole discretion, the Council may consider proposals from you for the performance of part of the Services by sub-contractors provided that the part of the Services proposed to be sub-contracted, the terms of the sub- contract and the identity of the sub-contractor are approved by the Council and the Council may require any or all of the following conditions to be satisfied:



(i) the proposed sub-contractor enters into a collateral warranty in favour of the Council for the performance of the relevant part of the service (a signed copy of such documents must be submitted electronically and if requested, in hardcopy);

(ii) that Tenderers remain fully liable for the acts and omissions of the sub-contractor; And

(iii) that the Council may require the removal of the sub-contractor at any time and in its sole discretion.

If you are a subsidiary company, the Parent Company Guarantee Undertaking duly executed by your ultimate holding/parent company (a signed copy of such documents must be submitted electronically and if requested, in hard copy).

All monetary figures must be quoted in pounds sterling (£).

The Tender response must be submitted in English. Any printed literature furnished by the Tenderer may be written in any other language but must be accompanied by an English translation of its relevant pages. In such a case, for the purpose of interpretation in relation to the tender, the English translation must prevail.

## **8. ACCEPTANCE OF TENDER**

Following evaluation of the Tenders the Council will make a decision on which, if any, Tender(s) shall be accepted.

Any acceptance of a Tender by the Council shall be in writing and shall be communicated to the Tenderer(s).

Upon such acceptance the Contract shall become binding on both parties and, notwithstanding that, the appointed Provider(s) shall execute a formal contract(s) in writing upon request of the Council.

## **9. SPECIFICATION OF CONTRACT AND SERVICES**

The table below is indicative and not exhaustive.

<b>Footpaths</b>	To be swept and kept clear, check for tripping hazards and report any issues to LPC
<b>Benches</b>	Check for hazards and cleaned.
<b>Crazy Golf</b>	Checked daily. Clean as required. Report issues to LPC.
<b>Tennis Court</b>	Checked, swept as per agreed schedule. Report issues to LPC.
<b>Signage</b>	Check and cleaned. Report issues to LPC.
<b>Operational Times</b>	1 <sup>st</sup> April -31 <sup>st</sup> October: 10am – 6pm. 1 <sup>st</sup> July – 31 <sup>st</sup> August and bank holidays: 10am – 7pm. Options for extended opening times are available.

<b>Kiosks</b>	Cleaned and stocked up from LPC approved suppliers as per agreed schedule. Damages repaired/reported to LPC. Relevant certificates in place including PAT, Food Safety Training & Rating, Insurance displayed, First Aid Kit and training, Fire Extinguisher compliance, Risk Assessments in place for staff and visitors, accident register in place.
<b>Bins</b>	Small bins to be emptied as per agreed schedule around the site. To have commercial bins in situ with an approved supplier.
<b>Sporting Equipment</b>	Supplied by LPC. Check that they are safe to use and report issues to LPC.
<b>Site</b>	To keep site adequately staffed and tidy to run site.
<b>Staff</b>	To have staff adequately trained and presented in a tidy manner.
<b>Financials</b>	To become VAT registered within 3 months. To keep sound financial records and have good controls in place. LPC may request financial records at any point in the season and this cannot be withheld.
<b>Toilets</b>	Cleaned and stocked up as per agreed schedule. Records kept of cleaning regime. Report issues to LPC.

## 10. TERMINATION

a) The Council will perform monthly full inspections of all the recreation facilities unannounced. If the service is not undertaken in accordance with the Contract Standards, the Council may by written notice require the contractor to remedy the failure or give the notice to terminate the contract with 1 months' notice.

b) If the contractor is:

- In Material and/or persistent breach of the Contract Standards
- Has committed an offence under the Prevention of Corruption Acts
- Has given any undisclosed or illicit fees or reward to any Parish Councillor/Officer of the Council in order to gain unfair advantage
- Becomes bankrupt, makes arrangements with creditors or other arrangements under Insolvency Act 1986
- Has an administrative receiver or liquidator appointed or has a winding up order made,

The council may terminate the Contract immediately.

c) If the Contractor wishes to cease providing the service, 3 months' notice must be given to the Council.

## 11. Health & Safety

The contractor should comply with all relevant sections of the Health & Safety at Work Act, Electricity at Work Act, Control of Substances Hazardous to Health Regulations, Employer Law and all other relevant legislation. Please provide a copy of your method statement/ risk assessment & public liability insurance.

## 12. Payment

A sum of £5000 will be allocated in a deposit account or Escrow account before the contract commences. The sum will be returned to the contractor at the end of the term once the facility has been concluded as being satisfactory. If not, then the funds will be used to repair any damage including damage from omitting contractual obligations.

The agreed sum of payment will be made monthly in advance by Standing Order, on the 1<sup>st</sup> of every month for seven months to LPC.

The agreed percentage on purchase orders by approved suppliers will be paid in arrears every month by BACS for seven months to LPC.

## 13. How to Apply

Once you have read all details above and have taken the above facts into consideration, then please send an ITT response letter along with requested documents by post or email.

Your ITT response letter should include:

- a) The proposed total sum for the season that you are willing to pay LPC
- b) The proposed percentage on purchases of refreshments you are willing to pay LPC
- c) Acceptance of services as per section 9
- d) Copy of Insurance if already in business
- e) Relevant industry experience

Postal Address clearly marked '**Management of White Platts Rec Ground Tender**', Lakes Parish Council, First Floor, Ambleside Library, Kelsick Road, Ambleside, LA22 0BZ **or** E-mail with the subject: **Management of White Platts Rec Ground Tender** to [clerk@lakesparish.co.uk](mailto:clerk@lakesparish.co.uk)