



**YORKSHIRE DALES**  
National Park Authority

**INVITATION TO TENDER FOR *CROSS KEYS ROAD VERGE  
ENHANCEMENT, NR SEDBERGH, CUMBRIA LA10 5NE IN THE  
YORKSHIRE DALES NATIONAL PARK.***

**CLOSING DATE: *NOON Friday 14<sup>th</sup> March 2025***

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## **SECTION 1: THE INVITATION TO TENDER**

### **1.0 Background**

- 1.1 The Yorkshire Dales National Park covers an area of around 841 sq miles with a resident population of 23,600 and attracting over 5 million visitor days each year.
- 1.2 The Yorkshire Dales National Park Authority has a duty under section 61 of the Environment Act 1995 to: i) conserve and enhance the natural beauty, wildlife and cultural heritage of the National Park; ii) to promote opportunities for the understanding and enjoyment of the special qualities of the National Park by the public. For further information see [www.yorkshiredales.org.uk](http://www.yorkshiredales.org.uk)
- 1.3 There are few locations in the Yorkshire Dales where everyone, whatever their level of fitness or mobility, could experience the same feeling of wildness and solitude. Cautley Beck Valley is one of these places. There is nowhere quite like it - a wild hidden, glacial valley within easy access from the road - remote but potentially accessible. Cautley Spout, the highest above ground cascading waterfall in England can clearly be seen along with wildlife such as peregrine falcon and raven, and plants such as sundew and butterwort.
- 1.4 Cautley Beck Valley and Spout is accessed from the A683, and lies four miles north from Sedbergh. When parked appropriately, there is space for up to 15 cars in the roadside layby by the Temperance Inn.
- 1.5 A bridleway crosses the River Rawthey just north of the Cross Keys Temperance Inn and heads to the entrance to the valley where a footpath leads up to the waterfall and beyond.
- 1.6 In November 2024, DEFRA's Farming in Protected Landscape (FiPL) program has funded the installation of a new 35metre bridge which gives access to pedestrians, cyclists, equestrians and wheelchair users. It enables local farmers and commoners to access by quadbike, as well as stock movement off the fell.
- 1.7 This year, further works are to be carried out to enhance the road verge directly adjacent to the new bridge on the A683.
- 1.8 Layby enhancement works would comprise levelling and re-surfacing works to key in with the highway, and a stone-faced retaining wall on the riverbank side. A row of bollards would provide separation between users and the car parking area. The bollards in front of the bridge would be removable to allow access for land management/emergency access.
- 1.9 The improvements to the layby have not been designed to increase the number of parking spaces but to improve safety for pedestrians giving a walkway which is further from the carriageway and has bollards to prevent vehicle ingress into this space.
- 1.10 Landowner permission has been secured and access agreements and works licenses will be put in place by the Authority prior to the commencement of the Project.
- 1.11 The role of contract administrator will be carried out by the Authority or separately appointed – this is to be determined.

### **2.0 Goods and Works Required**

- 2.1 The Authority wishes to award a contract for the enhancement of the layby at Cross Keys, near Sedbergh. To include:
- stone faced reinforced concrete retaining wall
  - levelling, resurfacing and tarmacking of the layby area, keyed into the existing highway
  - installation of timber hardwood bollards
  - installation of a new 1.5-meter-wide pedestrian footpath
  - installation of a new highway grate and gully connected to existing gully

Contractor to supply all materials, equipment and personnel to complete the works

- 2.2 The contract will run between April 2025 and October 2025 with installation works to be carried out and completed between 1<sup>st</sup> May 2025 and 30<sup>th</sup> September 2025.

### **3.0 Evaluation**

- 3.1 The Authority will select the most economically advantageous tender (using a price: quality ratio of **70 : 30** considering the following principal factors:

- (a) compliance with tender documentation
- (b) tender rates and prices
- (c) tender submission on the approach to delivering the works (Quality Criteria)
- (d) references

### **3.2. Quality Criteria Submission Requirements and Evaluation Methodology**

- 3.2.1 Tenderers are required to provide responses to the Quality Criteria Questions set out in **Section 3**.
- 3.2.2 In relation to the Quality criteria, each question response will be scored in application of the following scoring scale:

<b>SCORING SCALE</b>	
<b>Score</b>	<b>Commentary</b>
0	Very weak or no answer
1	Poor - below expectations
2	Satisfactory but slightly below expectations
3	Meets expectations
4	Good – exceeds expectations
5	Outstanding

- 3.3 The Authority does not bind itself to accept any tender but every effort will be made to reach a decision on the award of contracts before 21<sup>ST</sup> March 2025.

#### **4.0 Best Value**

- 4.1 Under the provisions of the Local Government Act 1999, the Authority must make arrangements to secure continuous improvement in the way in which its functions are exercised having regard to a combination of economy, efficiency and effectiveness. The successful tenderer will be required to deliver the project in accordance with this principle and be expected to demonstrate how this is being achieved

#### **5.0 Freedom of Information and Data Protection**

- 5.1 The Authority is subject to the provisions of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and submission of a Tender does not constitute or contain any obligation of confidentiality in terms of information provided to the Authority by any Party.
- 5.2 Where the Authority receives a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, the other Party shall on request take all reasonable steps to assist the Authority in complying with the request in accordance with such legislation.
- 5.3 Where the Authority is being asked to disclose information provided by another Party we would normally consult the other Party before deciding whether to release the information.
- 5.4 Each of the Parties undertakes to comply with its obligations under the UK General Data Protection Regulation and the Data Protection Act 2018, and in particular must not disclose any personal data as defined by that legislation to any individual unless the relevant conditions permitting disclosure are met.
- 5.5 Any information or data provided by the Authority to the other Party shall remain at all times the property of the Authority.
- 5.6 The other Party shall indemnify the Authority for any breach of the legislation above which renders the Authority liable for any costs, fines, claims or expenses however arising.
- 5.7 Whilst information held by the Authority is subject to the above, the Contractor will be required to keep confidential all information supplied to it by the Authority. All employees of the Contractor who are involved in the provision of the Services may be required to sign a confidentiality agreement in a form to be agreed by the Authority. The contractor will also be required to ensure that the terms of any sub-contract reflect this requirement.

#### **6.0 Transfer of Undertakings (Protection of Employment) Regulations (TUPE)**

- 6.1 The Authority's current view is that the Transfer of Undertakings (Protection of Employment) Regulations ('TUPE') will not apply at the commencement of this contract.

## **7.0 Canvassing etc.**

- 7.1 Any tenderer who canvasses any member or officer of the Authority, whether directly or indirectly, relating to the award of this contract will be disqualified.
- 7.2 If the tenderer:
- (a) fixes or adjusts the amount of the tender by arrangement with any other person; or
  - (b) communicates to any person other than the Authority the amount of the tender (unless the disclosure is made for legitimate purposes, for example in connection with obtaining insurance); or
  - (c) agrees with any other person that s/he will not submit a tender or as to the amount of any tender to be submitted; or
  - (d) offers or pays any sum of money to any person to induce such a person to accept the tender
- then the tenderer shall be disqualified from tendering and may be subject to civil and criminal liability.

## **8.0 Disclaimers**

- 8.1 While the information contained in this invitation to tender is believed to be correct at the time of issue, neither the Authority, its advisors, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this invitation to tender (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Authority.
- 8.2 If a Tenderer proposes to enter into a contract with the Authority, it must rely on its own enquiries and on the terms and conditions set out in the contract (as and when finally executed), subject to the limitations and restrictions specified in it.
- 8.3 Neither the issue of this invitation to tender, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Authority (or any other person) to enter into a contractual arrangement.
- 8.4 The Authority reserves the right to:
- 8.4.1 Waive or change the requirements of this invitation to tender from time to time without prior (or any) notice being given by the Authority.
  - 8.4.2 Seek clarification in respect of any part of a Tenderer's submission.
  - 8.4.3 Request Tenderers to submit, supplement, clarify or complete relevant information or documentation where it appears to be incomplete, erroneous or missing.

- 8.4.4 Disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this invitation to tender.
  - 8.4.5 Disqualify any Tenderer that is guilty of serious misrepresentation or of negligently providing misleading information in relation to its Tender or the tender process.
  - 8.4.6 Reject a Tender that is abnormally low.
  - 8.4.7 Withdraw this invitation to tender at any time, or to re-invite Tenders on the same or any alternative basis.
  - 8.4.8 Choose not to award any contract as a result of the current procurement process or to abandon that process.
  - 8.4.9 Make whatever changes it sees fit to the timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.
- 8.5 The Authority will not be liable for any bid costs, expenditure, work or effort incurred by a Tenderer in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Authority.

The Authority is a Disability Confident Employer. Disability Confident is a national scheme to support employers to make the most of the talents people with disabilities can bring to the workplace. This means that we are committed to employing, supporting and promoting people with disabilities in the workplace. We would like to encourage all of our suppliers and partners to be disability confident employers.

## **SECTION 2: HOW TO TENDER**

### **2.1 Site Visits**

- 2.1.1 A site visit for tenderers will be held on the 26<sup>th</sup> February at 11am. YDNPA and other relevant party representatives will be present to explain the project and answer questions. All tenderers are required to attend this site visit and any questions raised will be addressed and relevant information distributed to all tenderers after the site visit.
- 2.1.2 Subsequent site visits by tenderers are possible (on publicly accessible land only). YDNPA representatives may be available to attend by pre-arranged appointment only. Any questions raised will be addressed and relevant information distributed to all tenderers.
- 2.2 You should only complete the tender after you have read and fully understood all the contract documents and attended the site visit.
- 2.3 Once a tender has been awarded no allowance can be made for any errors, omissions or misjudgments in tendering.
- 2.4 Bids are deemed to be inclusive of all overheads and expenses and are exclusive of VAT.
- 2.5 Before you complete the tender please ensure that you understand clearly what the Authority's requirements are about the price base of the Contract and its duration.
- 2.6 If you have any doubt at all on how to complete the tender, please contact Tom Hickey 01539 756614 / [tom.hickey@yorkshiredales.org.uk](mailto:tom.hickey@yorkshiredales.org.uk). Remember that once the tender has been submitted you will not have the opportunity to alter its contents. Once the Authority has accepted the tender, the contract will be in force for the full contract period and you will not be able to withdraw from the arrangement without risking legal liability for breach of contract.
- 2.7 The tender must be calculated with careful reference to the contents of this Invitation to Tender, including the Specification and Contract Conditions.
- 2.8 Tenderers must submit with their tender:
  - (i) a certificate signed by their insurance company or agents to the effect that the tenderer carries the insurance required under the Contract Conditions
  - (ii) details of three referees, two trade and one financial. The Authority will contact all referees as part of the tender evaluation process.
  - (iii) if a tenderer is an agent, details of its principal.

### **Compliance with Tender Documents**

- 2.9 Tenders made must be in accordance with all the contract documentation and no changes should be made. Similarly, tenders must not be accompanied by statements making the tender qualified in any way.
- 2.10 If a tenderer wishes to make an alternative tender (i.e. a tender which is not fully compliant with the Authority's requirements) it may do so if (and only if) a fully compliant

tender is also submitted. Tenderers also should note that tenders are being sought on the basis of the Contract Conditions included in this Invitation to Tender. The Authority will not consider a tender which does not comply with its requirement by, for example, being made on the basis of the tenderers own 'standard conditions' except where these are expressly included as part of an alternative tender.

- 2.11 By submitting a Tender, Tenderers are agreeing to be bound by the terms of this invitation to tender and the Contract Conditions without further negotiation or amendment. If, and only if, the terms of the Contract Conditions render the proposals in the Tenderer's Tender unworkable, the Tenderer should submit a clarification in accordance with Paragraph 2.14 and the Authority will consider whether any amendment to the Contract Conditions are required. Any amendments agreed by the Authority shall be published and shall apply to all Tenderers. Any amendments which are proposed, but not approved by the Authority through this process, will not be acceptable and may be construed as a rejection of the terms leading to the disqualification of the Tender.
- 2.12 Tenderers must complete and sign the form of tender. **Where a tenderer is an individual, the tender must be signed by that individual; where the tenderer is a partnership the tender must be signed by two authorised partners, and where a tenderer is a company, two directors or a director and secretary should sign.** All signatories must be authorised to sign on the tenderer's behalf.

#### **Where to send Tenders**

- 2.13 Electronic tenders should be sent to [procurement@yorkshiredales.org.uk](mailto:procurement@yorkshiredales.org.uk) with the title box stating: **TENDER FOR CROSS KEYS ROAD VERGE ENHANCEMENT, NR SEDBERGH, CUMBRIA, LA10 5NE IN THE YORKSHIRE DALES NATIONAL PARK.** The deadline date for submitting tenders is **12 noon on 14<sup>th</sup> March 2025.** You will receive an immediate automatic confirmation of receipt; if this is not forthcoming please check your SPAM, or contact the officer named on the front of this Invitation to Tender. **THIS IS THE PREFERRED METHOD.**
- 2.14 If unable to submit electronically, the tender must be returned in an envelope to the Director of Corporate Services, Yorkshire Dales National Park Authority, Yoredale, Bainbridge, Leyburn, North Yorkshire DL8 3EL before **12 noon on 14<sup>th</sup> March 2025.** If tenders are delivered by hand a receipt should be obtained. The tender envelope and its franking must not bear any indication of the tenderer's identity and the envelope must only be marked **TENDER FOR CROSS KEYS ROAD VERGE ENHANCEMENT, NR SEDBERGH, CUMBRIA, LA10 5NE IN THE YORKSHIRE DALES NATIONAL PARK.**

#### **Clarifications**

- 2.15 Any clarifications relating to the contract documents should be addressed to the Authority at the contact details as shown on the front cover page of this Invitation to Tender.
- 2.16 The Authority reserves the right (but is not obliged) to seek clarification of any aspect of a Tenderer's Tender during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly. Vague or ambiguous answers are likely to score poorly or render the Tender non-compliant



**Contract award**

- 2.17 The Authority may award Contract(s) on the basis of a Tender submitted in accordance with this invitation to tender. Contract award is subject to the formal approval process of the Authority
- 2.18 Once the Authority has reached a decision in respect of a contract award, it will notify all bidders of that decision.

### SECTION 3: THE TENDER

**TO: Yorkshire Dales National Park Authority**

- 3.1 We tender (and hereby offer) to provide the Works in accordance with the details set out in this tender. This offer will remain open for 90 days from the submission deadline date.
- 3.2 We agree that this tender, together with the Authority's written acceptance, will constitute a contract between us.
- 3.3 We confirm that the prices set out in this tender, as below, exclude VAT.
- 3.4 We certify that this is a bona fide tender and that we have not fixed or adjusted the amount of the tender in accordance with any arrangement with any third party.
- 3.5 We certify that we have not done, and we agreed not to do at any time before the tender closing date, any of the following:
- (a) informed anyone of the amount or approximate amount of the tender except where the confidential disclosure of the amount of the tender is necessary to obtain insurance quotations required in connection with the preparation of the tender;
  - (b) entered into any arrangement or agreement with any other person or firm that he/it should refrain from tendering or as to the amount of any tender to be submitted; or
  - (c) offered to pay any sum of money or gift to any person or firm for doing any of the acts in (a) or (b) above.
- 3.6 We warrant that we have all requisite authority to sign this Tender and confirm that we have complied with all the requirements of the invitation to tender.

Signed .....

Position .....

Signed .....

Position .....

On behalf of .....

Address .....

.....

Contact Name .....

Tel .....

E-mail .....

### **PRICE – 70%**

A fixed price for the supply of materials, installation and all associated costs to deliver the project to the design specification;

ITEM	PRICE
Installation of stone faced reinforced concrete retaining wall	£
Levelling, resurfacing, Tarmacking the existing layby area keyed into the existing highway	£
Installation of a new highway grate and gully connected to existing gully.	£
Installation of #15 planted hardwood timber bollards and #4 removable hard wood timber bollards.	£
Power and welfare facilities	£
Project Management and health and safety	£
<b>TOTAL PRICE</b>	<b>£</b>

### **Quality Criteria Questions – 30%**

Q.1	Project Delivery	20%
<p>The Authority requires the delivery of the road verge enhancement scheme in accordance with the site-specific specification at Section 4 of the Invitation to Tender with on site works to commence by <b>1<sup>st</sup> May 2025</b> and conclude by <b>30<sup>th</sup> September 2025</b>.</p> <p>Please provide details of your proposal to deliver the specification to a high quality standard. Your response should detail resourcing, including the use of any subcontractors for parts of the scheme; equipment, capacity; approach to addressing site-specific issues, sustainability; and a programme containing key milestones and details of how you will meet them.</p> <p>Please provide references from 2 similar projects which you have completed.</p> <p>[Your responses to this question should be limited to no more than 5 sides of A4.]</p>		

<b>Q.2</b>	<b>Experience of Relevant Employees</b>	<b>5%</b>
<p>Please provide details and qualifications of those key personnel who will be deployed in the delivery and management of this Contract; and how the quality of the staff assigned will impact on the level of performance of the Contract.</p> <p>[Your responses to this question should be limited to no more than 5 sides of A4.]</p>		

<b>Q.3</b>	<b>Contingency Planning</b>	<b>5%</b>
<p>The site is reasonably remote and there may be challenges in sourcing supplies, delivering materials there or being equipped to deal with contingencies that could arise. Please provide details of your resourcing and contingency plans, which will allow resilience in keeping to the Authority's timescales; and maintain good communications with the Authority.</p> <p>[Your responses to this question should be limited to no more than 5 sides of A4.]</p>		

## SECTION 4: THE SPECIFICATION

The Authority wishes to award a contract for the delivery of the road verge enhancement scheme at Cross Keys. To *include*: Construction of stone faced reinforced concrete retaining wall, levelling, resurfacing and tarmacking of the layby area keyed into the existing highway, installation of timber hardwood bollards, installation of a new 1500mm pedestrian footpath, installation of a new highway grate and gully as per full design specification. Contractor to supply all materials, equipment and personnel to complete the works. Works to be completed from 1<sup>st</sup> May to 30<sup>th</sup> September 2025.

### Cross Keys Road Verge Enhancement

Work Site

Scale 1:799



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Compiled by Tom Hickey on 05/02/2025



# Location of Cross Keys Road Verge

Scale 1:20,000



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Compiled by Tom Hickey on 06/02/2025

### **Appendix list of Design Specification Documents:**

*K40708-02A-Plan on Verge Enhancement-A1L*  
*K40708-03A-Retaining Wall Details-A1L*  
*K40708 Design Statement*  
*K40708 Designers Residual Hazard Identification*

Regular (fortnightly) reporting of progress and on site meetings with the Authority will be required throughout the contract to ensure works are being completed to the required standard and timescale. These will be agreed between the parties. Any issues or delays must be communicated to the Authority representative as soon as they are identified.

The contractor must supply a copy of their Environmental Policy and ensure any materials used in the project are to the highest environmental standards (e.g – FSC certified wood). They must also ensure all waste materials are disposed of correctly and in accordance with Environment Agency legislation (Waste Carrier's Licence, Duty of Care documentation and licence for any disposal facilities to be supplied to the Authority).

The Authority is to fulfil the role of Principal Designer under The Construction, Design and Management (CDM) Regulations and is responsible for ensuring all associated Health & Safety requirements are adhered to. A H&S file must be produced (and presented to the Authority prior to works commencing) and maintained throughout the contract. Any accidents, incidents or near misses must be communicated immediately to the Authority along with any subsequent investigations.