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**Lake District National Park Authority Invitation to Tender**

**(C to C National Trail - Ennerdale)**

Trail improvements from Bleach Green Car Park at Ennerdale Bridge along the Lakeshore to Bowness Knott.

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**Date: 18th April 2024**

**Deadline for Submissions: 12:00 31st May 2024**

### Introduction and background to the project

The entire upgrade of the Coast-to-coast Trail is being project managed by Natural England and funded by DEFRA. The trail is being upgraded to meet National Trail standards. In addition to the practical works, there is a substantial amount of work to map the route and issue legal public path orders before the route can be designated as National Trail status.

There following local authorities are involved in the delivery of the improvement works:

* Cumberland Council
* Lake District National Park
* Westmorland and Furness Council
* Yorkshire Dales
* North Yorkshire County Council
* North York Moors

The aim of the work at Ennerdale is to create an official braid to the original Wainwright’s Coast-to-Coast route. Users will be able to use either the original route or the newly improved shoreline route – both legitimately ‘The Coast to Coast’.

There are two main drivers for the creation of the braid:

* To give an ‘officially sanctioned’ alternative for anyone not keen to experience the exposed scramble at Anglers Crag.
* To offer a potential opportunity to have a section of the Coast to Coast that is accessible to a wider audience.

The focus is on improving the section between Bleach Green and Bowness Knott.

The works will include:

* The replacement of 3 stepped bridges with a step free alternative
* Drainage and surfacing repairs.
* Creation of passing and resting places, installation of bench seating

This location is environmentally sensitive. The SSSI and SAC relevant to this location are as follows:

* Bowness Knott SSSI
* Ennerdale SSSI
* River Ehen SAC
* Pillar and Ennerdale Fells -SAC

The River Ehen and Pillar and Ennerdale Fells are sufficiently distant from the site that the proposed work will not impact the habitat. Details of the designations are included in Annex 8.

The following stakeholders have been consulted during the project development phase and will expect to be kept informed during the delivery phase:

* National Trust
* United Utilities
* Forestry England
* Natural England
* West Cumbria Rivers Trust

To comply with environmental protection guidelines, any work close to watercourses must be undertaken May to Sept 2024 and the entire project must complete by November 2024.

**Project Development**

The works do not require planning consent but will require consent from Natural England and the Environment Agency.

The successful contractor will be expected to apply for consent to work close to an Ordinary Watercourse to the Environment Agency and submit an assent notice to Natural England regarding the works being undertaken in locations with SSSI or SAC designations.

Site Surveys

Route maps and images showing the condition of the existing route are included within this tender.

**Enabling Works**

Tree works and vegetation clearance will be undertaken before bird nesting season, and before the main contract works begin.

**Tender Objective**

The Lake District National Park Authority (LDNPA) invite contractors to submit tenders for the following works at Ennerdale, between Bleach Green car park and Bowness Knott:

* The replacement of 3 stepped bridges with a step free alternative
* Drainage and surfacing repairs.
* Creation of passing and resting places, installation of bench seating

The contract terms will be as contained with a standard JCT Intermediate Contract.

The trail route crosses land owned by 2 private owners. All the land is currently either amenity woodland or public rights of way. Local businesses and other contractors will be operating in this area during the contract works and contactors must be mindful of this.

A trail overview is provided (Annex 5) to help orientate the reader. Locations for passing/resting places and furniture will be confirmed during the delivery phase.

Included within the tender pack is a bill of quantities template (Annex 10) and Design Guide document (Annex 9) outlining our base requirements in terms of design standards and materials.

The contractor must also make allowances for delivering the project whilst maintaining appropriate Health and Safety standards. For clarification, the tender submission does not require the contractor to submit H & S documentation, but an allowance must be made within the tender sum to provide the appropriate information should the contractor be successful.

A weighted evaluation will be made on tender returns, based 60% on cost and 20% on quality of the proposed solution and 20% on contractor’s skills and experience.

The contractor will be expected to submit a fixed fee proposal and have the capacity to deliver the contract by **30 September 2024.**

An accompanied site visit is essential to fully appreciate the opportunity. Appointments are available w/c 6th May **2024** and can be arranged through Sharon.hodgson@lakedistrict.gov.uk telephone on 07929119389.

### Tender Documents

The following documentation has been included:

Annex 1 - Invitation to Tender document (this document)

Annex 2 - Form of Tender

Annex 3 - Declaration of non-collusion

Annex 4 - References

Annex 5 –Trail Route Overview Map

Annex 6 – Specification Passing places and bench seating

Annex 7 – A L Daines Bridge Specification

Annex 8 - Environmental Constraints

Annex 9 – Design Guide

Annex 10 – Bill of Quantities

Annex 11 – Contractor Health and Safety Code of Practice

### Submission of the tender documents

### Your submission should include:

1. Completed form of tender, including breakdown of costs and priced bill of quantities (Annex 2).
2. Declaration of non-collusion (Annex 3).
3. References – these should demonstrate where possible a similar project on a similar site (Annex 4).
4. A programme/schedule of works, such as Gantt chart or a plan.
5. Details and methodology of how you propose to effectively deliver the scheme with minimal disruption to landowners, tenants and neighbouring properties and appropriate consideration for environmental protection and employee and public safety.
6. Details of your accounts and evidence in relation to financial viability of your business.
7. Brief CVs of the key personnel who will be undertaking the work (for example Contracts manager and Site supervisor).
8. Details of any sub-contractors who will be involved in this project for example, structural engineer.

### Before commencing a formal tender evaluation, documents provided by tenderers will be checked to ensure that they are complete. At this stage, any non-compliant tenders will be rejected by the Authority. Tender responses which are deemed to meet the eligibility requirements will be shortlisted and we may invite tenderers for a second stage interview. Shortlisted tender submissions will be evaluated according to the Evaluation Criteria given later in this document.

### Tenders must be received via the Chest procurement portal by 12:00 noon 31st May 2024. Please ensure you allow enough time to complete uploads before the deadline. Tender documents received late, i.e. after the specified date and time, will not be considered.

**How to return the tender**

The tender is to be submitted in electronic format via the Chest procurement portal.

### Please raise all queries related to the tender via the Chest messaging system.

**Opening of tenders**

### Tender documents will remain unopened until after the closing date, after which time they will all be passed to the originating department. All tenders submitted will be verified to ensure that the information requested has been provided before they are evaluated.

**Timetable for this tender**

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| --- | --- |
| **Date** | **Activity** |
|  **18th April 2024** | Publication of Tender Documentation |
|  **w/c 6th May 2024** | Planned accompanied site visit |
|  **12:00 noon 31st May 2024** | Tenders return deadline |
|  **w/c 3rd June 2024**  | Tender evaluation and shortlisting |
|  **7th June 2024** | Presentations by shortlisted consultants (if required) |
|  **10th June 2024** | Notification to successful supplier |
| **24th June 2024** | Contract Award (after 10 working day cooling off period) |

**Contact and information**

For feedback on your submission please contact Sharon Hodgson at Sharon.Hodgson@lakedistrict.gov.uk

### Lake District National Park Authority, Murley Moss Business Park, Oxenholme Road, Kendal, Cumbria. LA9 7RL

**Checklist for Compliance**

The following completed documents are required for the tender to be deemed compliant:

* Accompanied site visit
* Form of Tender and Bill of Quantities (Annex 2)
* Declaration of Non-Collusion (Annex 3)
* References (Annex 4)
* Programme/Schedule
* Detailed Methodology

### Evaluation of tenders

### Once verified as complete the tenders will be considered based on the information they have submitted in their tender. The tenders will be evaluated upon the following criteria;

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| --- | --- |
| **Evaluation Criteria** | **Potential Score** |
| Price* Fixed fee proposal including breakdown of contractor prelims and priced schedule of works. (Annex 2)
 | 60 |
| Quality * Quality of tender submission (presentation and relevance of content)
* Ability to deliver within the required timescales (programme/schedule)
 | 1010 |
| Skills and Experience* Appreciation of site, specific issues, and ability to demonstrate effective delivery whilst maintaining public safety and ability to demonstrate minimal disruption to landowners, tenants and neighbouring properties (methodology)
* Evidence of prior experience delivering similar services on a comparable site (references)
 | 1010 |
| **Maximum Possible Score** | **100** |

**Questions on tender submissions**

### If tenderers have any questions they wish to ask the Authority, they must submit them via the Chest procurement portal.

### Any questions received will be made anonymous and responses sent to all tenderers.

**Award of tender**

### The Authority will decide to whom the contract shall be awarded based on the evaluation criteria outline above. The Authority does not bind itself to accept the lowest or any tender/quotation and reserves the right to accept the whole or parts of tenders/quotations. The Authority will notify acceptance of the tender to the successful tenderer as soon as is reasonably practicable.

### TENDER INFORMATION

**Confidentiality**

### The details of these documents and all associated documents are to be treated as private and confidential for use only in connection with the Tender process.

**Freedom of Information**

### The Authority is committed to meeting its legal responsibilities under the Freedom of Information Act 2000. Accordingly all information submitted to the Authority may need to be disclosed in response to a request under the Act. If you consider that any of the information included in your tender is commercially sensitive, please identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. You should be aware that, even where you have indicated that information is commercially sensitive, we may be required to disclose it under the Act if a request is received. Please also note that the receipt of any material marked ‘confidential’ or equivalent by the public authority should not be taken to mean that the public authority accepts any duty of confidence by virtue of that marking. If a request is received, we may also be required to disclose details of unsuccessful tenders.

**Anti-Fraud and Corruption Policy**

### The Authority has an Anti-Fraud and Corruption Strategy which sets out the responsibilities of officers and action to be taken in cases of theft, corruption, irregularity, or when damage is suspected. The Confidential Reporting Code, (Whistle Blowing Policy), forms part of this Strategy which provides a mechanism for staff to report suspected wrong doings confidentially.  In the event of such an issue, an investigation would be carried out and action taken as necessary.

**Costs and expenses**

### The Authority will not be responsible for, or pay for, expenses or losses which may be incurred by a tenderer in the preparation of their tender. The Authority does not bind itself to accept any of the tenders as a result of the tendering process including the lowest tender.

**Preparation of Tenders**

### For the preparation of their tender and entering into a contract with the Authority, tenderers must ensure that they have all the information required and must satisfy them of the correct interpretation of terminology used in these documents.

**Alterations**

### None of these documents may be altered by the tenderer. If the tenderer wishes to propose modifications to any of the documents (which they may consider would provide a better way to achieve the contracts objectives) they must provide details in a separate letter accompanying the tender response.

**Prices**

All prices must be net and, where applicable, carriage paid with all cash and trade discounts allowed for.

**VAT**

All prices and/or rates shall be **exclusive** of VAT.

**Validity of tenders**

### Tenders shall be valid for a minimum of three calendar months from the closing date for receipt of tenders.

**Sub-contractors**

### The names and addresses of any sub-contractors the tenderer proposes to employ must be provided with the tender.

**Quality of goods / services**

### Tenderers must possess relevant professional qualifications and experience.

**Conflict of Interest**

### The Authority requires all tenderers to confirm whether any actual or potential conflicts of interest that exist which may prevent them undertaking this work, and a description of measures they would adopt if a potential conflict of interest arose during or following completion of this work.

**Treatment of tender**

### The acknowledgement of receipt of any submitted tender shall not constitute any actual or implied agreement between the Authority and the tenderer.

**Debriefing**

### All unsuccessful bidders will be offered the opportunity to be given a debriefing. Requests for debriefing are to be made in writing.

**The Authority’s use of Contract Outputs**

### The Authority may wish to publicly quote the Contract Outputs such as any policies, figures, training materials, risk assessments etc. Tenders are requested to confirm that the Authority may (at the Authority’s own discretion) do so without restriction.

**Ownership**

### The intellectual property rights rests with the Authority, not the tenderer.