

Part 1 – Tendering Instruction and Conditions

1 Introduction

Bishop's Cleeve Parish Council (the Council) is seeking offers from Organisations who can offer and provide detached outside youth work across four locations in Bishop's Cleeve.

The Council wishes to facilitate detached outdoor youth sessions at three locations on three evenings per week together with play day sessions once per week during the October and February half term holidays, and two play days for six weeks during the school summer holidays, one of which shall be held at a fourth location.

The contract is laid out in the following way:

Work required:

- Evening delivery 4pm-6pm at Pecked Lane Play Area on Tuesday evenings: 34 sessions during term time;
- Evening delivery 4pm-6pm at Sunrise Avenue Play Area on Wednesday evenings: 34 sessions during term time;
- Evening delivery 4pm-6pm on Cleevelands development on Thursday evenings; 34 sessions during term time;
- Play Day sessions to be held once per week during October and February half terms at an agreed location;
- Two Play Day sessions per week to be held during the summer school holidays, one at Cheltenham Road Sports Field and the other at an agreed location;
- Carry out / attend promotional events to advertise this project in addition to the scheduled sessions and report back to the Council on these events.
- Provision of monthly reports of activities and numbers and ages of users.

2 Enquiries concerning the Tender

Any query in connection with the Tender or the Invitation should be addressed to Amanda Winstone on clerk@bishopscleevepc.org or 01242 674440.

The response by the Council as well as the nature of the query will be notified to all Tenderers, without disclosing the name of the Tenderer who initiated the query. On no account before the Tender Date is the Tenderer to contact or communicate with any other person involved in work concerning this Invitation to Tender unless the Council redirects the enquiry.

3 Completion of Tender

Your tender should comprise the following documents:

Part 4 - Pricing Schedule	Complete a detailed Pricing Schedule, to include session rates for any additional sessions agreed. The prices you quote should exclude VAT and the Price Schedule forms part of the offer made under this Contract. If you are successful in your tender, the prices you have offered in the Price Schedule will be entered into the Contract Documents.
Part 5 – Qualification of the Contract	Include here details of any areas where you will not be able to comply with the terms and condition of contract as set out in this Invitation to

	Tender. Qualifications should only be made if you cannot meet with the requirements of the Contract. If your tender is qualified, we reserve the right to reject it in total
Part 6 – Tender Offer	Complete and sign the Tender Offer letter and attach your tender offer.

You are not required to submit any other documents.

4 Delivery of Tender

The Tender must be sent by hard copy to arrive no later than 3pm on Monday 4th February 2019, the Tender Date, to The Clerk to the Council, Bishop's Cleeve Parish Council, Church Road, Bishop's Cleeve, Cheltenham GL52 8LR and addressed as "Private and Confidential (OUTDOOR YOUTH PROVISION) TENDER DOCUMENTS ENCLOSED".

Confirmation of receipt will be issued.

5 Tender Evaluation

The Council's tendering process aims to ensure that the most suitable Supplier is selected for the contract. Should the Council proceed, the contract will be awarded to the Tenderer submitting the most economically advantageous offer assessed on the basis of quality, service provision and price proposals submitted in accordance with these instructions.

All relevant information requested in the tender documents and provided with the tender will be used in the tender assessment.

6 Procurement Timetable

Tender Notice Issued	18 th December 2019
Tender Return	4 th February 2019
Tender Evaluation	7 th February 2019
Interview Day Clarification	14 th February 2019
Outcome Confirmation	22 nd February 2019
Contract Start	1 st April 2019

7 Financial Standing and Resources

The Council wishes to ensure that suppliers have the necessary financial standing and resources to meet their obligations throughout the duration of this contract. The Council may undertake a credit check on all organisations who submit a tender.

8 Freedom of Information Act

The Freedom of Information Act 2000 and General Data Protection Regulations 2016 apply to all the activities of Bishop's Cleeve Parish Council. As a Tenderer providing service to the Council, you should be aware of the Council's obligations and its responsibilities under this legislation to provide on request access to recorded information held by it. One of the consequences of these statutory responsibilities is that information which the Council holds about your organisation may be subject to disclosure, in response to a request, unless the Council decides that one of the various statutory exemptions applies.

9 Disclaimer

All information contained in this document together with any subsequent statements howsoever conveyed, in respect of this Tender process, is provided in good faith and given to assist you. However, the Council will not accept any liability in respect of the preparation or execution of your proposals, or any penalties / costs that you may incur thereof.

10 Modification by Bishop's Cleeve Parish Council

Any advice of a modification to the Invitation to Tender shall be issued at least six days before the Tender Date and shall be issued as an addendum to, and shall be deemed to constitute part of, the Invitation to Tender. If necessary, the Council shall revise the Tender Date in order to comply with this requirement. Except under exceptional circumstances no extension of time and date by which the Tender must be submitted will be granted.

11 Payment

Payments will be due as follows:

Monthly in arrears following submission of invoice.

12 General Conditions

Heading	Condition
Costs	Bishop's Cleeve Parish Council will not be responsible for any costs or expenses incurred by the Tenderer in connection with either the preparation or delivery or in the evaluation of the Tender.
Validity of Tender	All details of the Tender, including prices and rates, are to remain valid for acceptance for 90 days from Tender return date.
Currency of Tender	Tender prices shall be pounds sterling. Bishop's Cleeve Parish Council will not be responsible for any banking costs incurred by the Tenderer in receiving currency after conversion from Sterling.
Treatment of Tender	Bishop's Cleeve Parish Council does not undertake to accept the lowest tender, or part, or all of any Tender, and the acknowledgement of receipt of any submitted Tender shall not constitute any actual or implied agreement between the Council and the Tenderer. The Council reserves the right to accept any part or all of any Tender or Tenders at its sole discretion. No part of the Tender submitted will be returned to the Tenderer.
Data Protection, Security, Ownership and Use of Data	All Council data must remain in the control of the Council and the services supplied must comply with the Data Protection Act (2008) and maintain confidentiality and security of data.

Bishop's Cleeve Parish Council

Detached Outdoor Youth Provision Contract – Invitation to Tender

Heading	Condition						
	<p>Any reports, notes of meetings, outputs, data, information and research findings will be the property of the Council, as well as all the rights pertaining thereto.</p> <p>Potential Suppliers must confirm in writing that they accept this ownership as part of their Tender submission.</p>						
Combined Liability Insurance	<p>It is a requirement of this Contract that the appointed Tenderer should be insured against Employers Liability, Public Liability and Professional Indemnity in accordance with the following schedule:</p> <table border="1" data-bbox="406 535 1340 705"> <tr> <td data-bbox="406 535 874 591">Employers Liability</td><td data-bbox="884 535 1340 591">Limit of Indemnity - £10,000,000</td></tr> <tr> <td data-bbox="406 591 874 647">Public Liability</td><td data-bbox="884 591 1340 647">Limit of Indemnity - £5,000,000</td></tr> <tr> <td data-bbox="406 647 874 705">Professional Indemnity</td><td data-bbox="884 647 1340 705">Limit of Indemnity - £2,000,000</td></tr> </table> <p>(The Council will only contract with an organisation that holds the required levels of insurance as set out above, or those who are willing to bring these levels into effect for the framework start date).</p>	Employers Liability	Limit of Indemnity - £10,000,000	Public Liability	Limit of Indemnity - £5,000,000	Professional Indemnity	Limit of Indemnity - £2,000,000
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Public Liability	Limit of Indemnity - £5,000,000						
Professional Indemnity	Limit of Indemnity - £2,000,000						

Part 2 - Specification

1 Evening Youth Sessions

Weekly during term time	<ul style="list-style-type: none">• Evening delivery 4pm-6pm at Pecked Lane Play Area on Tuesday evenings: 34 sessions during term time:
	<ul style="list-style-type: none">• Evening delivery 4pm-6pm at Sunrise Avenue Play Area on Wednesday evenings: 34 sessions during term time:
	<ul style="list-style-type: none">• Evening delivery 4pm-6pm on Cleavelands development on Thursday evenings: 34 sessions during term time.

2 Holiday Play Days

October and February Half terms	Full day play session to be held on one day to be agreed in advance at a location to be agreed with the Clerk to the Council in advance of advertising.
Summer Holiday	Two full day play sessions to be held for six weeks – two in July and four in August. One day per week to be held at the Sports Field on Cheltenham Road and the other at a location agreed with the Clerk to the Council in advance of advertising,

Additional Information

The Tendering Contractor is to supply all equipment.

Tendering Contractor to confirm that appropriate training is given to all employees and that full Risk Assessments are carried out, with a copy signed and submitted annually and when new employees start.

Successful company to submit training record to Council and Risk Assessments, which are signed by the Company and the employees.

Part 3 – Pricing Schedule

Please read this section carefully.

Your Tender should provide a detailed breakdown of costings, and specify a session rate for any additional work that may be required beyond that agreed in the Contract.

Please note that costs should cover all consumables, travel and equipment.

Part 4 – Qualification of the Contract

The Tenderer should submit details under this heading only if unable to comply with the contract terms indicated in the Contract documents as Part 5 – Contract Documents of the Invitation to Tender.

Part 5 – Contract Documents

Any Contract which may result from this Invitation to Tender will contain the following documents, changed only in accordance with any agreement reached during the post-tender clarification and negotiation:

- A) The specification in the tender at Part 2 – Specification.
- B) The Tender's Tender offer.
- C) The prices submitted in the Price Schedule of the Successful Tenderer's Submission.
- D) Any qualifications to the contract accepted by the Council.

Part 6 – Tender Offer

The following letter should be included in your tender offer.

BISHOP'S CLEEVE PARISH COUNCIL

(FOR THE ATTENTION OF: Amanda Winstone, Clerk to the Council)

Date:

Dear Sirs

Contract for: Bishop's Cleeve Parish Council Outdoor Detached Youth Work

I / We have read the information provided in your Invitation to Tender and subject to and upon the Terms and Condition contained in Part 5 – Contract Documents, I / we offer to supply the services described in the said Contract documents in such manner as may be required.

1. By submission of this Tender, I/we warrant that:
 - The prices in the Tender have been arrived at independently, without consultation, communication, agreement or understanding for the purpose of restricting competition, as to any matter relating to such prices, with any other Tenderer or with any competitor.
 - Unless otherwise required by law, the prices which have been quoted in the Tender have not knowingly been disclosed by the Tenderer, directly or indirectly, to any other Tenderer or competitor, nor will they be disclosed.
 - No attempt has been made or will be made by the Tenderer to induce any other person or firm to submit or not to submit a Tender for the purpose of restricting competition.
2. **Terms and Conditions** – I / We agree that this tender and any Contract that may result therefrom shall be based upon the documents listed below in Part 5 – Contract Documents of the Invitation to Tender.
3. The prices quoted in this Tender are valid for 90 days and I / we confirm that the Terms of Tender will remain binding upon me / us and may be accepted by you at any time before that date.
4. I / We note that the Contract shall be valid upon acceptance and signatures by both parties of the Contract Documents, and that the date of commencement of the provisions of services under the contract shall be **1st April 2019** unless an alternative date has been agreed and inserted in the Contract.
5. I / We agree that any Contract that may result from this Tender shall be subject to English Law.
6. I / We agree to bear all costs incurred by me / us in connection with the preparation and submission of this Tender and to bear any further costs incurred by me / us prior to the award of any Contract.
7. I / We agree that any other terms or conditions of Contract or any general reservation which may be printed on any correspondence emanating from me / us in connection with this Tender or with any other Contract resulting from this Tender, shall not be applicable to this Tender or to the Contract.

Dated this _____ day of _____ 20_____

Signature _____

Printed: _____

In the capacity of _____
(Please state official position, for example, Director, Manager, Secretary, etc.)

being a person duly authorised to sign tenders on behalf of

Tenderer's
name: _____

Telephone: _____

Organisation Name and Address:	
Contact Name:	
Telephone Number:	
Email Address:	

Authorised Personnel:	
Position in Organisation:	
Date:	