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LAKES PARISH COUNCIL

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**Invitation to tender for the cleaning of Lakes Parish  
Council Public Toilets:  
Rydal Road, Low Fold, Mechanics and Rothay Park Public  
Toilets.**

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	3 year, 1 <sup>st</sup> March 2022 – 28 <sup>th</sup> February 2025
Procuring Officer and Deadline	Any queries must be addressed to the Clerk. Tenders must be submitted by <b>16<sup>th</sup> December 2021 at 5pm.</b>
Submission of Tenders	All tenders and supporting documentation should be submitted to the LPC by post (Lakes Parish Council, First Floor, Ambleside Library, Kelsick Road, Ambleside, LA22 0BZ) or email the Parish Clerk, marked <b>Cleaning Contract Tender</b> , clerk@lakesparish.co.uk
Notification of result of Tender Evaluation	13 <sup>th</sup> January 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 Cleaning of the Councils Public Toilets. The contract period will be for 3 years, commencing Tuesday, 1<sup>st</sup> March 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 **Cleaning Contract 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 Cleaning Contract 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 1998.

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 (in the context of and as they are described in the Specification & Maps at the end of section A), 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 to be 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 Department of Constitutional Affairs or 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, 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

Ladies/Gents/Disabled	Daily Clean	Visits	Open/ Lock up	Seasonal
Rydal Road Toilets LA22 9AN	<ul style="list-style-type: none"> <li>• Brush and mop floors</li> <li>• Clean WC's</li> <li>• Clean Urinals</li> <li>• Clean wash basins</li> <li>• Clean hand dryers</li> <li>• Empty Waste bin</li> <li>• Wash walls and entry system if needed</li> <li>• Sanitise Door Handles</li> <li>• Top up soap dispenser and toilet paper</li> </ul>	4 p/day in summer and 3 p/day in winter	8am-8pm in summer and 8am – 6pm in winter	All year
Low Fold Toilets LA22 0AD	<ul style="list-style-type: none"> <li>• Brush and mop floors</li> <li>• Clean WC's</li> <li>• Clean Urinals</li> <li>• Clean wash basins</li> </ul>	4 p/day in summer and 3 p/day in winter	24 hours no lock up required	All year

	<ul style="list-style-type: none"> <li>• Clean hand dryers</li> <li>• Empty Waste bin</li> <li>• Wash walls and entry system if needed</li> <li>• Sanitise Door Handles</li> <li>• Top up soap dispenser and toilet paper</li> </ul>			
<p>Mechanics Toilets LA22 9BU</p>	<ul style="list-style-type: none"> <li>• Brush and mop floors</li> <li>• Clean WC's</li> <li>• Clean Urinals</li> <li>• Clean wash basins</li> <li>• Clean hand dryers</li> <li>• Empty Waste bin</li> <li>• Wash walls and entry system if needed</li> <li>• Sanitise Door Handles</li> <li>• Top up soap dispenser and toilet paper</li> </ul>	4 p/day in summer and 3 p/day in winter	8am – 8pm in summer and 8am – 6pm in winter	All year
<p>Rothay Park Toilets LA22 9DH</p>	<ul style="list-style-type: none"> <li>• Brush and mop floors</li> <li>• Clean WC's</li> <li>• Clean Urinals</li> <li>• Clean wash basins</li> <li>• Empty Waste bin</li> <li>• Wash walls and entry system if needed</li> <li>• Sanitise Door Handles</li> </ul>	3 p/day	8am – 8pm in summer and 8am – 6pm in winter	Open 1 <sup>st</sup> March – 31 <sup>st</sup> October

	<ul style="list-style-type: none"> <li>• Top up soap dispenser and toilet paper</li> </ul>			
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- a) To provide Consumables at no extra cost to LPC
- b) A breakdown of consumables to be provided on request by the Clerk – for usage and footfall purposes
- c) To empty rubbish bins and sanitary bins appropriately at no extra cost to LPC and these will be legal contracts with professional waste disposal firms
- d) To report vandalism and breakages to the Clerk
- e) To report the breakdown/faults of contactless entry system to the Clerk
- f) To receive public complaints and provide on call service by phone and address issues the same day or within 24 hours
- g) To keep supplies well stocked
- h) To open and close toilets (not to include Low Fold)
- i) A daily full clean should include the cleaning of the floor, toilet bowls, flush mechanics, urinals, washbasins, hand dryers, mirrors, wall tiles, entry systems and door handles.
- j) 3 Deep Cleans per annum (March, August, December) at no extra cost to LPC
- k) A daily checklist of visits will be held by the company and made available to the Council on request from the Clerk
- l) Consumables should be kept tidy in the cleaner's cupboard and should not create a tripping hazard for anyone who enters the cleaning cupboard.
- m) The immediate external area around all toilets (path, steps and alcoves) to be swept, litter picked as and when necessary
- n) The contractor is responsible for all aspects of staffing and insurance costs
- o) The contractor is responsible for the cost and replacement of casual breakages such as toilet seats, soap dispensers, urinal/toilet blockages etc Larger breakages and major repairs are the responsibility of the Council.
- p) Risk Assessment and COSHH manuals to be kept up to date and on site
- q) The Council will meet the costs for water, electricity and annual upkeep such as painting and refurbishment
- r) Periodic independent reviews to be carried out by external bodies and/or the Council unannounced
- s) Any changes to daily practice to be implemented as dictated by National Government Guidelines
- t) Bi-annual review of toilets by both parties for improvements and to address problems
- u) Extra cleans for special events out of agreed frequency to be paid to supplier at extra cost to LPC

## 10. Termination

- a) The Council will perform monthly full inspections of the toilet 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 3 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 and all other relevant legislation. Please provide a copy of your method statement/ risk assessment & public liability insurance.

## 12. Payment

The agreed sum of payment will be made monthly in arrears by BACS.

## 13. How to Apply

Once you have read all details above and have taken the above facts into consideration, then please send a letter by post or email.

Postal Address clearly marked **'Cleaning Contract Tender'**

Lakes Parish Council, First Floor, Ambleside Library, Kelsick Road, Ambleside, LA22 0BZ **or** Email with the subject: **Cleaning Contract Tender** to [clerk@lakesparish.co.uk](mailto:clerk@lakesparish.co.uk)

The letter should contain your acceptance of services requested from LPC along with your proposed sum of a 3-year contract.