



Restoration Works to Cheltenham War Memorial

Reference CBC 2015-013

December 2015

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SUMMARY

SCHEDULE ONE

1. Introduction

1.1 The memorial, which is set within the Promenade outside the Municipal Buildings is listed Grade II. Over the years, there have been a number of interventions and those who lost their lives in subsequent conflicts have been commemorated on inscriptions and plaques that are part of, or affixed to, the balustrade that surrounds the memorial.

The condition of this balustrade and the paving had deteriorated to such an extent that a major project of repair and conservation was carried out in 2014 as the first phase of an overall restoration of the memorial.

The second phase is the restoration of the memorial itself. This has the following objectives:

- Restoration of the 1284 names currently carved on to the memorial
- Restoration of the stone carvings of the memorial
- Addition of names of Cheltonians who died during World War 1 and are not currently inscribed on the memorial
- Ensure that the nature of the restoration safeguards the longevity of the memorial as a focus of remembrance and commemoration into the next century.

1.2 The work is planned to commence in Spring 2016 with completion by August 2016. Allowance should be made for possible disruption to work for commemoration of the beginning of the Battle of the Somme (allow 3 days of no work)

2. Instructions to Tenderers

2.1 General

The Council requires a tender to be submitted in response to the works required as detailed in Schedule 6 JCT 2011 minor works building contract - conditions/preliminaries/preambles/schedule of works/tender summary.

Note: This information is provided for the assistance of Tenderers but does not form part of the Contract documents.

The contents of this Invitation to Tender (ITT) and any of the other documentation sent to you in respect of this tender process; are provided on the basis that they remain the property of the Council.

No tenderer will undertake any publicity activities with any part of the media in relation to the Councils or this ITT without the prior written agreement of the Council, including agreement on the format and content of any publicity.

This ITT is made available in good faith. No warranty is given as to the accuracy or completeness of the information in it and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by the Council and its advisors.

You are deemed to understand fully the processes that the Council are required to follow under relevant European and UK legislation, particularly in relation to The Public Contracts Regulations 2006.

2.2 Period of Validity

Tenderers are required to keep Tenders valid for acceptance for a period of 90 days from the date of receipt of Tenders.

2.3 Clarification of Meaning of Contract

If you wish to raise further points of clarification then these matters should be submitted via email to procurement@gosharedservices.org.uk no later than **17:00 hours Friday 8th January 2016** to enable any technical questions to be answered and circulated to all tenderers.

We will endeavour to acknowledge your requests for clarification by return email within 24 hours of receipt. If you do not receive an emailed acknowledgement within this time during the tender period would you please contact Procurement on 01285 623324 to confirm that it has been received and registered.

2.4 Conditions of Tender

You must comply with the following conditions of tender; they are designed to ensure that all tenders are treated equally and fairly and to comply with all the legal requirements for public sector procurement.

2.5 Collusion, Fraud and Corruption.

All tenderers are required to complete a Certificate of Non-Collusion and Non-Canvassing (see Schedule 2).

2.6 Basis of Prices

All prices quoted must be in £ sterling, exclusive of VAT or Insurance Premium Tax and must include all costs including Delivery.

Each price you propose will be expected to be “commercially viable” i.e. sustainable over the long term and therefore form the basis of contracted pricing, where applicable.

All fees should be quoted exclusive of VAT at the prevailing rate but inclusive of expenses (travel and subsistence).

The tenderer shall bear all the costs, expenses and liabilities incurred in connection with the preparation and submission of their tender.

2.7 Completion of Tender Documents

The Council reserves the right to amend the tender documents in any respect, at any time prior to the closing date and time for the receipt of tenders. All tenderers will be notified of such amendments, if any.

Tenderers must quote their services, prices and rates and other costs in the appropriate places within the tender documents (see Schedule 6_ JCT 2011 Minor works building contract - conditions/preliminaries/preambles/schedule of works/tender summary).

All documents must be completed in English.

Where the tender documentation permits submissions for parts only rather than the whole of the contract, where appropriate enter "no offer".

A clear and easily understood tender increases the chances of success. As a general rule the order in which the information is presented should follow the pattern of the tender document itself.

Tenders which are incorrectly completed will **not** be considered for acceptance. Tenders must be submitted using the tender documents provided.

Correction fluid must not be used on tender documents, any alterations must be in ink and initialled by the tenderer.

Tenders must not be qualified, conditional or accompanied by statements which could be construed as rendering them equivocal and/or placed on a different footing to those of other tenderers.

Should you wish to make any alternative offers, if applicable, the alternative tender **must be in addition to** the tender you submit in accordance with these tender documents. Alternative tenders, if submitted, must be shown separately and not on the form of tender, and must be sufficiently detailed to allow proper consideration.

2.8 Signing of documents

All documents requiring a signature must be signed:

- where the tenderer is a Company, by two directors or by a director and the secretary of the Company, such persons being duly authorised for the purpose
- where the Tenderer is a partnership, by a duly authorised director of each company within the partnership and indicate the lead partner for the bid.

The tenderer shall also produce forthwith upon request by the Council documentary evidence of any authorisation referred to above.

2.9 Acceptance of Tenders

The council reserves the right not to accept any tender, in whole or in part and reserves the right to cancel this process at any time.

The council reserves the right to disqualify any tender if:

- it is not in accordance with the specification and contract;
- the tenderer makes any variation to the specification or other documentation comprising part of the contract;
- it contains any gaps or omissions.

2.10 Financial standing

The council will need to fully satisfy itself that the Tenderer is of sound financial standing and has sufficient working capital, skilled staff, equipment and other resources available to them to provide the service.

Financial checks may be undertaken as part of this process.

2.11 Returning of Tender Documents

To assist tenderers in preparation, an electronic copy of the tender documents have been made available to you.

When you have answered all the questions, provided all the required information, supporting documentation etc; please submit electronically by the closing date and time indicated below.

You are advised to ensure that you make a complete copy, to be kept for your own reference.

Tender Documents to be returned -

Schedule 2	Signed Certificate of non-collusion and non-cavassing.
Schedule 3	Signed Form of Tender.
Schedule 4	Supplier Questionnaire.
Schedule 5	Project Specific Quality Questions
Schedule 6	JCT 2011 Minor works building contract - completed schedule of works/tender summary.

Please return **2** hard copies and **1** electronic version of your tender bid.

Your package for the hard copies must be marked as follows:

“Tender – Strictly Confidential – Restoration Works to Cheltenham War Memorial – Reference CBC 2015-013”

The hard copies of your tender bid must be delivered in the manner described above to:-

**Business Partner - Procurement
Cheltenham Borough Council
Municipal Offices, Promenade, Cheltenham, Gloucestershire GL50 9SA.**

The electronic copy must be emailed to procurement@gosharedservices.org.uk with the following heading:

“Tender – Strictly Confidential – Restoration Works to Cheltenham War Memorial – Reference CBC 2015-00”

Time / Date for tender return (2 hard copies and 1 electronic copy): **by 17:00 hours Wednesday 20th January 2016**

The closing date for the return tenders is given above. Any tenders received after this time will **not** be considered for acceptance unless an extension of time has been granted in writing by the Council. Such late tenders will be returned to the tenderer. Tenders received by email ahead of the closing date will remain unopened and held in safe custody by Procurement until tender opening.

2.12 Evaluation of Tenders

The tender process will be conducted to ensure that all tenders are treated equally and fairly and in accordance with all statutory requirements such as European Union Public Procurement Directives.

Information supplied in your tender response is confidential to the council and their advisors.

Information contained within the completed tender will, along with any subsequently provided information, be contractual information and will form part of the contract. Any errors within these documents may therefore be regarded as a breach of contract. Utmost care should be taken to ensure the accuracy of all information submitted.

Our evaluation of tenders will be based upon the information provided in your tender return, references and evaluation panel site visits to your previous assignments. Failing to provide all the information requested will put your tender at a disadvantage.

Tenders will be evaluated and award of contract, if any, will be made on

The basis of the “most economically advantageous tender”, taking into account quality and cost, as stated below.

2.13 Weighting Criteria

The weighting criteria area as follows (Cost 30%/Quality 70%):

Cost	Fee - Schedule 6 Please return a completed Schedule of Works and Tender Summary exclusive of VAT.	Weighting 30%
Quality	Project Specific Quality Questions – Schedule 5 Do you have experience of working on listed monuments or war memorials? If so, please give three examples of your experience, with selected images and provide conservation report. Within your organisation, do you have masons and/or carvers with experience of working on Portland stone?*	Weighting Yes/No 15% Yes/No
	If so, please provide details (including the names of the individuals) together with examples of their work on Portland stone, (and contact details to enable these examples to be visited if appropriate).	15%
	Within your organisation, do you have letter cutters that have worked on Portland stone?*	Yes/No
	If so, please provide details (including the names of the individuals) together with examples of their work (and contact details to enable these examples to be visited if appropriate).	15%
	Within your organisation, do you have conservators with experience of lime based mortar repairs?*	Yes/No
	If so, please provide details together with examples of their work.	15%

	<p>Do you have experience of cleaning using dry steam machines?</p> <p>If so, please provide example(s).</p> <p>* If you intend to use self-employed masons, letter cutters or conservators, please provide their details including examples of their work.</p>	<p>Yes/No</p> <p>10%</p>
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2.14 Scoring Matrix

Each of the criteria detailed in 2.13 will be scored in accordance with the following to produce a total weighted score out of 100%:

SCORE	DESCRIPTION
5	<p>Exceeds expectations Gives high confidence that all key aspects of the requirements will be achieved and may be relied upon without reservation. Offers added value and innovation relevant to the statement of requirement / specification.</p>
4	<p>Meets expectations Gives confidence that all key aspects of requirements will be achieved.</p>
3	<p>Satisfactory Generally meets requirements, gives minor reservations about meeting some of the requirements.</p>
2	<p>Unsatisfactory Below expectations and does not fully address the requirements and gives rise to concerns about potential reliability.</p>
1	<p>Poor Well below expectations, response is limited or inadequate or substantially irrelevant to the requirements.</p>
0	<p>Unacceptable Nil response, or is incomplete or irrelevant to the requirements that it is not possible to form a judgement.</p>

2.15 Abnormally Low Tenders

Where the pricing of a Tender is abnormally low, the Council reserves the right to reject the tender in accordance with the requirements for further investigation under The Public Contract Regulations 2006.

2.16 Short-listing of tenders

The Council may produce a short-list from the tenders received and the Evaluation Panel will:

- request an interview/presentation with each short-listed organisation
- consult references provided in the tender submission

Any costs that you incur as a result of this will be deemed to be included in your tender and will be the responsibility of the tenderer.

2.18 Contract Award

The proposed date for contract award is Spring 2016 with completion by August 2016. Contract start date is to be agreed with the winning tenderer and upon receipt of a signed written contract in the form of the contract attached in Schedule 6. These dates are subject to change.

(Any resulting contract will consist of the Contract Particulars, the Standard Terms and Conditions and the successful tender submission. The contract will be subject to English law and the exclusive jurisdiction of the English Courts).

2.19 Contract Start

If you are the successful Tenderer, you will be sent the contract documentation to sign **before** you start fulfilling your obligations under the contract subject to meeting and pre-conditions or checks prior to entering into the contract.

You will also need to complete any performance bonds or other documentation required as a result of this contract.

You should be ready to start on the day indicated in the procurement documents and to ensure that all relevant resources are available for that start date.

2.20 Post-Contract Monitoring

The successful tenderer will be expected to collaborate with the Council over the contract period to achieve continuous improvement in the quality and delivery of the Contract in accordance with the Council obligations under Part 1 of The Local Government Act 1999. Tenderers are considered to have confirmed their willingness to participate in this activity in their tender.