



INVITATION TO TENDER (ITT)

WORKS TO EDGCUMBE HOUSE LOSTWITHIEL (Grade II* Listed)

Upgrading lavatory facilities, Upgrading building electrical wiring
Provision of electric heating, Provision of upgraded fire and emergency lighting systems
Wifi provision, Upgraded burglar alarm & Provision of second floor railing to restrict access
&

WORKS TO GUILDHALL LOSTWITHIEL (Grade II Listed)

Reinstatement of Lavatory, Electrical improvement works
New fire alarm system, New electrical heating

Maximum budget £160,000 (excluding VAT)

Closing date and time for submission of tenders:

Midday Wednesday 31 July 2024

Lostwithiel Town Council

Taprell House

North Street

Lostwithiel

Cornwall

PL22 0BL

01208 872323

clerk@lostwithieltowncouncil.gov.uk

1. Lostwithiel

Lostwithiel is a small town in south Cornwall, lying in a valley at the head of the Fowey estuary equidistant from Liskeard, St Austell & Bodmin. The Council has a history of being a former Borough Council and as a consequence has an enviable number of community assets including three Listed Buildings. The works included in this tender will contribute to repurposing and enhancing two of these Listed Buildings and contribute towards the revitalisation of the town centre.

2. Background and context

The Council will assess tenders received on a Most Economically Advantageous Tender. The specification of works to both Edgcumbe House & The Guildhall Lostwithiel have been prepared by the Council's surveyor Chris Hunter BSc (Hons) MSc CHE MRICS from Scott & Co based in Truro. Scott & Co Truro will oversee the works in both buildings. These works specifications are included as Appendix A & B to this tender pack.

If the funding bid is successful the following Shared Prosperity Fund Branding and Publicity Guidance **must** be followed.

<https://ciosgoodgrowth.com/wp-content/uploads/2024/02/UK-SPF- -Branding-and-Publicity-V12.pdf>

Therefore, the successful tenderer's attention is drawn to the following: -

Plaques and Billboards All projects must install a permanent plaque of significant size (at least 250x200mm as a minimum) at a location readily visible to the public, bearing the appropriate logos, project name and the text:

This project is [funded/part-funded] by the UK Government through the UK Shared Prosperity Fund.'

For infrastructure projects, we also encourage the use of temporary billboards while construction works are ongoing. Billboards should be of significant size at a location readily visible to the public and contain the same information as plaques (logos, project name and funding text). All plaques and billboards must be produced and funded by the beneficiary. The cost of producing them should be considered when developing and planning the project. Applicants should note that co-branding is only permitted with Cornwall Council or funders. Lostwithiel Town Council will provide the Plaque and Billboard but the successful tenderer will be responsible for affixing or erecting the Plaque and Billboard.

3. Tender requirements

The successful tenderer will be expected to undertake and work to the Specification of works for the Guildhall Lostwithiel prepared by Scott & Co dated 29 April 2024 (Appendix A) and the Specification of works for Edgcumbe House Lostwithiel prepared by Scott & Co dated 29 April 2024 (Appendix B).

3.1 Prospective Contractors should ensure that they are completely familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.

3.2 The Prices submitted must indicate the rate for carrying out each element of the Contract, please complete the pricing table included as part of the Tender Letter in Appendix D.

3.3 Any queries regarding the interpretation of any part of the Contract documents should be submitted to the Town Clerk within the timeframes outlined in Section 5 of this document.

3.4 The Tender response shall be submitted with the Tender Letter attached at **Appendix D**

3.5 Tenders will only be considered if evidence of the following is enclosed with the tender form: -

- Public Liability Insurance to a value of £10,000,000
- Employer's Liability Insurance to a value of £10,000,000
- Professional Indemnity Insurance to a value of £10,000,000
- Written confirmation that any accident will be reported in writing to the Council within 48 hours of the event
- Written confirmation on how the contract will comply with all current existing Health & Safety Regulations, in particular, but not limited to, the following: -
 - a) The Health & Safety at Work Act 1974
 - b) The Management of Health & Safety at Work 1999
 - c) Provision & Use of Work Equipment Regulations 1998

3.6 During the contract, the successful contractor will be required to satisfy the Town Clerk of their knowledge, understanding and compliance with these regulations. Spot checks will be carried out. Contractor staff should wear the required Personal Protective Equipment at all times and the Contractor should inform the Town Council of any unsafe feature or any matter of cause for concern.

3.7 The Council will be holding a viewing morning on Thursday 11 July 2024 at 10am. The Town Clerk will meet all prospective tenderers at Edgumbe House Fore Street Lostwithiel at 10am. Please confirm your attendance by email to Sandra Harris at the following email address clerk@lostwithieltowncouncil.gov.uk before midday on Wednesday 10 July 2024. All clarification requests should also be submitted to the same email address with Tender Clarification request entered in the email subject bar. All questions and answers from the Viewing morning along with any tender query responses will be anonymised and uploaded by Lostwithiel Town Council to Contracts Finder and will be viewable to all tenderers.

No representation by way of explanation or otherwise to persons or corporations tendering or desirous of tendering as to the meaning of the tender, contract or other tender documents or as to any other matter or thing to be done under the proposed contract shall bind Lostwithiel Town Council unless such representation is in writing and duly signed by a Director/Partner of the tenderer. All such correspondence shall be returned with the Tender Documents and shall form part of the contract.

3.8 Prospective Contractors should note that the Council is not bound to accept the lowest, or any tender. The Council's decision is final, and no correspondence will be entered into on the reasons why a tender has been rejected.

3.9 If having examined the Tender documents, you wish to submit a tender you should:

- a) Fully complete and return the following documents.

Appendix C	Commercial Information
Appendix D	Tender letter including pricing table

Appendix E Declaration

Your tender will not receive the consideration of the Council if **Appendices C, D & E** are not completed and returned:

b) Return tenders and all related documentation as follows: -

DO NOT OPEN - TENDER FOR LISTED BUILDING REPAIRS

Mrs S Harris
Town Clerk
Lostwithiel Town Council
Taprell House
North Street
Lostwithiel
Cornwall
PL22 0BL

By midday on Wednesday 31 July 2024

Tenders received late will not be considered.

- a) **Please note that posted Tenders must be returned in a plain sealed envelope by midday on Wednesday 31 July 2024. Please use a postal service that offers next day delivery as a minimum and please retain your proof of postage.**
- b) Should you choose not to post your tender please be advised that it will not be possible to hand deliver it to a member of staff the tender will need to be left in the black post box outside the Taprell courtyard black metal gates.
- c) Tenders submitted electronically by email to clerk@lostwithieltowncouncil.gov.uk must be received (not sent) by midday on Wednesday 31 July 2024.
- d) All bidders will be notified simultaneously and as soon as possible of any contracting decision.

3.10 Tendering of the contract is the responsibility of Lostwithiel Town Council and your only point of contact is the Town Clerk on 01208 872323 or via email clerk@lostwithieltowncouncil.gov.uk

3.11 Prospective contractors are not permitted to contact Councillors or office staff to canvass or encourage support for their tender outside of the prescribed process.

3.12 Tenderers should note that a consortium can submit a tender but the sub-contracting of aspects of this commission after appointment will only be allowed by prior agreement with Lostwithiel Town Council.

4. Conflicts of Interest

Tenderers must provide a clear statement with regard to potential conflicts of interests. Therefore, **please confirm within your tender submission** whether, to the best of your knowledge, there is any conflict of interest between your organisation and Lostwithiel Town Council or its programme team that is likely to influence the outcome of this procurement either directly or indirectly through financial, economic or other personal interest which might be perceived to compromise the impartiality and independence of any party in the context of this procurement procedure.

Receipt of this statement will permit Lostwithiel Town Council to ensure that, in the event of a conflict of interest being notified or noticed, appropriate steps are taken to ensure that the evaluation of any submission will be undertaken by an independent and impartial panel.

5. Tender and commission timetable

The timescale of the programme is from the date of signing the contract until the 15 December 2024 (works completion date). The timetable for submission of the Tender, completion of the programme is set out below:

Milestone	Date
Date ITT available on Contracts Finder	03/07/2024
Viewing morning – Please ensure you have emailed Sandra Harris clerk@lostwithieltowncouncil.gov.uk by Midday on Wednesday 10 July if you intend to attend	11/07/2024
Last date for raising queries	19/07/2024
Last date for clarifications to queries	22/07/2024
Deadline to return ITT	<u>31/07/24 midday</u>
Evaluation of ITT	06/08/2024
Award of Contract	13/08/2024
Completion of works	15/12/2024

6. Tender Assessment

Experience and Quality

The scoring as specified below is designed to assist the Town Council in determining the most appropriate contractor to instruct but the scoring result will not be binding on the Town Council.

The Town Council will wish to ensure that the work is carried out in a suitable manner both in terms of carrying out the work on the ground and interaction and communication between the contractor and the Town Council.

This section will be assessed in terms of how completely the requirements in the specification and performance standards have been addressed.

Tender Evaluation Methodology

Each Tender will be checked for completeness and compliance with all requirements of the ITT. Tenders will be evaluated to determine the most economically advantageous offer taking into consideration the award criteria.

Tender returns will be assessed on the basis of the following tender award criteria

Completed Appendix C	
Pass/Fail aspects of Appendix C	Pass/ Fail
Environment and Sustainability. Appendix C A4	10
The funders of this project require a strong focus on environmental sustainability and equality and diversity. Please provide information that demonstrate that there will be a system in place to monitor, maintain and deliver to the standard of quality required for the project including sustainability and accessibility. Your response should address such points as: a. Attitude to collaborative problem solving within a defined team structure b. Anticipate and note the likely challenges and how they would be accommodated c. How you will reduce energy and fuel consumption in the provision of the contract d. How you will re-use resources e. How you will increase recycling levels and reduce the amount of waste f. How you will use environmentally friendly and ethically sourced goods g. How you will contribute to reducing the carbon footprint h. How you will contribute to pollution reduction	
Technical Capability Appendix C B1	10
Please provide information of your organisation's technical capacity and expertise and experience over the past five years of carrying out similar services	

Project Method Statement Appendix C B2	20
<p>Project Method Statement. This should include:</p> <p>a. The management organisation of the company to include who will be responsible for Health and Safety onsite and who will be the Project Manager. Provide the CVs of both of these members of staff (the CV should be a maximum of 1 page of A4).</p> <p>b. Programme of work that demonstrates how you will meet the proposed timetable and key milestones.</p> <p>c. Details of any design proposals</p>	
Budget including Social Value	60
<p>A fixed fee for this work (exc VAT) including travel and other expenses</p> <p>The lowest bid will be awarded the full 50 marks. Other bids will be awarded a mark that is proportionate to the level of their bid in comparison to the lowest bid i.e. Marks awarded = 50 x lowest bid / bid</p> <p>Total amount (£) spent through contract with local micro, small and medium enterprises (MSMEs) Local is defined as any SME with a Cornwall and the Isles of Scilly Postcode. This is to be detailed in your response. Marks awarded = 10 x Contract Value to be spent in Cornwall/Total Contract Value</p>	

Assessment of the Tender

The Council will award the marks depending upon their assessment of the applicant's tender submission using the following scoring to assess the response:

Scoring Matrix for Award Criteria		
Score	Judgement	Interpretation
100%	Excellent	Exceptional demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services. Full evidence provided where required to support the response.
80%	Good	Above average demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services. Majority evidence provided to support the response.
60%	Acceptable	Demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the

		goods/works/services, with some evidence to support the response.
40%	Minor Reservations	Some minor reservations of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services, with little or no evidence to support the response.
20%	Serious Reservations	Considerable reservations of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services, with little or no evidence to support the response.
0%	Unacceptable	Does not comply and/or insufficient information provided to demonstrate that there is the ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services, with little or no evidence to support the response.

During the tender assessment period, Lostwithiel Town Council reserves the right to seek clarification in writing from the tenderers, to assist it in its consideration of the tender. Tenders will be evaluated to determine the most economically advantageous offer taking into consideration the award criteria weightings in the table above.

Lostwithiel Town Council is not bound to accept the lowest price or any tender. Lostwithiel Town Council will not reimburse any expense incurred in preparing tender responses. Any contract award will be conditional on the Contract being approved in accordance with Lostwithiel Town Council's internal procedures and Lostwithiel Town Council being able to proceed.

7. Tender Award

Any contract awarded as a result of this tender process will be in accordance with JCT Minor Works Building Contract 2016.

8. Disclaimer

The issue of this documentation does not commit Lostwithiel Town Council to award any contract pursuant to the tender process or enter into a contractual relationship with any provider of the service. Nothing in the documentation or in any other communications made between Lostwithiel Town Council or its agents and any other party, or any part thereof, shall be taken as constituting a contract, agreement or representation between Lostwithiel Town Council and any other party (save for a formal award of contract made in writing by Lostwithiel Town Council or on behalf of Lostwithiel Town Council).

Tenderers must obtain for themselves, at their own responsibility and expense, all information necessary for the preparation of their tender responses. Information supplied to the tenderers by Lostwithiel Town Council or any information contained in Lostwithiel Town Council's publications is supplied only for general guidance in the preparation of the tender response. Tenderers must satisfy themselves by their own investigations as to the accuracy of any such information and no responsibility is accepted by Lostwithiel Town Council for any loss or damage of whatever kind and howsoever caused arising from the use by tenderers of such information.

Lostwithiel Town Council reserves the right to vary or change all or any part of the basis of the procedures for the procurement process at any time or not to proceed with the proposed procurement at all.

Cancellation of the procurement process (at any time) under any circumstances will not render Lostwithiel Town Council liable for any costs or expenses incurred by tenderers during the procurement process.

Whilst the information contained within this tender documentation is believed to be correct at the time of issue, tenderers should not rely on the information and should carry out their own due diligence checks and verify the accuracy of the information. The Council will not accept any liability for its accuracy, adequacy or completeness. This exclusion extends to liability in relation to all information including any statement, opinion or conclusion contained in, or any omission from this tender and in respect of any other written or verbal communication transmitted or made available to any tenderer

9. Freedom of Information

Under the Freedom of Information Act 2000, members of the public or any interested party may make a request for information to the Council.

Information contained in your tender documents will be treated as commercially sensitive and not subject to disclosure until a successful tender has been awarded.

After the tender has been awarded the information in your tender may be disclosed upon request to members of the public or interested parties.

10. General Data Protection Regulations

A copy of the Town Council's General Data Protection Regulations -General Privacy Notice is available on the Town Council's website

http://www.lostwithieltowncouncil.gov.uk/data/uploads/1078_1242440435.pdf

Please see Section 3 (pages 3-4) your tender will not be considered by Council if this Appendix is not completed and returned.

Appendix C

COMMERCIAL INFORMATION

Part A

A.1. Company/Organisation identity (Pass/Fail)

A.1.1 Company name of organisation submitting the tender:

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A.1.2 Company Registration Number and/or VAT Reg Number (*where applicable*)

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A.1.3 Contact name and position in organisation:

Name:

Position:

A.1.4 Company address:

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A.1.5 Contact telephone number(s) and email address:

Tel:

Email:

A.1.6 Company website address:

Website:

A.1.7 Company Registered Address if different from above:

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A.2 Insurance (Pass/Fail)

A.2.1 Please provide a copy of your organization's insurance certificates and provide the required information regarding your company/organization's insurance cover:

Public Liability Insurance Min £10,000,000	
Insurer	
Policy Numbers	
Expiry Date	
Limits of indemnity (per occurrence and aggregate)	
Excess (if any)	
Employers Liability Insurance £10,000,000	
Insurer	
Policy Numbers	
Expiry Date	
Limits of indemnity (per occurrence and aggregate)	
Excess (if any)	
Professional Indemnity Insurance Min £10,000,000	
Insurer	
Policy Numbers	
Expiry Date	
Limits of indemnity (per occurrence and aggregate)	
Excess (if any)	

A.3 Health & and Safety (Pass/Fail)

- A.3.1 Please supply the name and designation of the person responsible for the implementation of the organisation's Health and Safety Policy.
- A.3.2 If you employ 5 or more employees, please enclose a copy of your current Health and Safety policy.
- A.3.3 If you employ less than 5 employees, please tell us how you ensure that your Health and Safety measures are put into place and practiced within your organisation (*please provide details on additional page(s) as required*).

A4 Environmental Sustainability & Social Value

A.4.1 Please enclose a copy of any environmental management certification that your organisation holds. If you do not have any certification, please detail how your organisation complies with environmental legislation (*please provide details on additional page(s) as required*).
(Pass/Fail)

4.2 Please indicate total amount (£) spent through contract with local micro, small and medium enterprises (MSMEs) Local is defined as any SME with a Cornwall and the Isles of Scilly Postcode. **Assessed as per Section 6**

4.3 Environment and Sustainability. The funders of this project require a strong focus on environmental sustainability and equality and diversity. Please provide information that demonstrate that there will be a system in place to monitor, maintain and deliver to the standard of quality required for the project including sustainability and accessibility. Your response should address such points as:

- I. Attitude to collaborative problem solving within a defined team structure
- II. Anticipate and note the likely challenges and how they would be accommodated
- III. How you will reduce energy and fuel consumption in the provision of the contract
- IV. How you will re-use resources
- V. How you will increase recycling levels and reduce the amount of waste
- VI. How you will use environmentally friendly and ethically sourced goods
- VII. How you will contribute to reducing the carbon footprint
- VIII. How you will contribute to pollution reduction

Assessed as per Section 6

Part B

TECHNICAL CAPABILITY

B.1 Previous Experience. Assessed as per Section 6

B.1.1 Please provide information of your organisation's technical capacity and expertise and experience over the past five years of carrying out similar services

B.2 Project Method Statement. This should include:

- a. The management organisation of the company to include who will be responsible for Health and Safety onsite and who will be the Project Manager. Provide the CVs of both of these members of staff (the CV should be a maximum of 1 page of A4).
- b. Programme of work that demonstrates how you will meet the proposed timetable and key milestones.
- c. Details of any design proposals

Assessed as per Section 6

- B.3 Please provide details of your current training policy/procedures (including any health and safety training) and describe how you ensure that skills are maintained. Max 400 words (*please provide details on additional page(s) as required*). **(Pass/Fail)**

Part C References – please provide 2 references which will be taken up after the tender has been evaluated but prior to the contract being awarded to the successful tenderer

References

Please provide reference details of two companies for which you have delivered similar contracts (within the last 3 years).

Company name		
Address		
Contact name		
Telephone number		
Email Address		

Description of goods/works/services undertaken		
Date contract awarded		
Length of contract		
Type of contract		
Value of contract (£)		
Details of relevant qualifications, skills, memberships of professional bodies, etc, used in support of delivery of the contract		

Part D

TECHNICAL PROPOSAL (Pass/Fail)

D.1 Service Requirements

D.1.1 Please detail below the format in which your organisation can receive service requests from the Town Council:

D.2 Quality of work and Supplier conduct

D.2.1 Please detail the checks that your organisation will make to ensure that the services will be carried out by a suitably trained and competent team / member of staff:

TENDER LETTER

The following letter should be included in your tender offer.

LOSTWITHIEL TOWN COUNCIL

(FOR THE ATTENTION OF: Mrs S Harris, Town Clerk)

Date:

Dear Sirs,

Contract for: Lostwithiel Town Council Listed Building repairs

Please find below my / our tender pricing for the above contract.

Tender pricing table

Guildhall

1. Reinstatement of lavatory	£
2. Electrical improvement works	£
3. New fire alarm system	£
4. Wi-Fi provision	£
5. New electrical heating	£
Total excluding VAT	£
Total of labour and materials intended to be spent with local suppliers excluding VAT	£

Edgcumbe House

1. Upgrading lavatory facilities	£
2. Upgrading building electrical wiring	£
3. Provision of electric heating	£
4. Provision of upgraded fire and emergency lighting systems	£
5. Wi-Fi provision	£
6. Upgraded burglar alarm	£
7. Provision of second floor railing to restrict access	£
Total excluding VAT	£
Total of labour and materials intended to be spent with local suppliers excluding VAT	£

I / We have read the information provided in your Invitation to Tender and subject to and upon the Terms and Condition contained in paragraph 3 below - 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 fixed 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.
- No attempt has been made directly or indirectly to canvass any Lostwithiel Town Councillor or employee of Lostwithiel Town Council or anyone acting on the Council's behalf concerning the award of the contract which is the subject of this invitation to tender.

2. The fixed prices quoted in this Tender are valid for 30 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.

3. 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:

- The Specification of Works for both The Guildhall & Edgcumbe House Appendix A& B;

4. I / We understand that Lostwithiel Town Council is not bound to accept the lowest or any Tender and that the Council will not be responsible for any expense incurred in preparing this Tender.

5. I / We agree that any Contract that may result from this Tender shall be subject to English Law. 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.

6. 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.

7. I/We agree there is no conflict of interest & also confirm that we have read and understood the Shared Prosperity Branding and Publicity Guidance.

By signing and submitting this tender form you agree that you fully understand the commitments and requirements contained therein and, if successful are willing to be bound to the contract as expressed therein.

Dated this day of 20.....

Signature:.....

Name:

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:

.....

Contacts: Landline:

Mobile:

Email:

DECLARATION

I / we certify that the information supplied is accurate to the best of my knowledge and belief.

I / we understand that Lostwithiel Town Council may contact anyone to verify this information, and that false or misleading information could result in my/our exclusion from the tender list.

I / we also understand that it is a criminal offence, punishable by imprisonment to give or offer to give any gift or consideration whatsoever as an inducement or reward to any servant or member of a public body. In addition, your specific attention will be drawn to the clause in the proposed contract empowering the Council to cancel the contract and to recover any loss from the contractor if the contractor has offered any gift or inducement of any kind in relation to obtaining the contract.

In addition, no person acting on behalf of or representing the persons or firm submitting this tender has:

- a) Committed an offence under the Prevention of Corruption Acts 1889 to 1916 (or any amendments to them) or Section 117(2) of the Local Government Act 1972 or the Bribery Act 2010 or given, solicited or accepted any fee or reward or any form of money.
- b) Committed any fraud in connection with this or any other Council contract whether alone or in conjunction with Council members, contractors or employees.

I/We understand that the Council may cancel the contract we me/the firm if there is any evidence of any failure on my/the firm's part to comply with any of the above and if necessary, take legal action against me.

Signed:

Position held:

For and on behalf of:

Date:

Before returning this application form, please ensure that you have:

- **Answered all questions.**
- **Enclosed all relevant documents.**
- **Completed the above declaration.**