

Lanteglos-by-Fowey Parish Council

Invitation to tender

Refurbishment of St Saviour and the Quay toilet block buildings and drainage 2022

Outline

1. Lanteglos-by-Fowey Parish Council ("the Council") hereby invites tenders for the carrying out of remedial foul drainage works and general refurbishment of the toilet facility at St Saviour's Hill Polruan and The Quay Polruan.
2. The Toilet blocks are regularly used and free to users. They are in exposed locations; built into the side of St Saviour's Hill, and on a sea wall on the Quay. St Saviour's toilet suffers from some damp issues and pooling water on the floors. St Saviour's toilet block also has problems with its drainage system causing blockages and is in need of some general updating. The Quay toilet block needs some minor maintenance.
3. The primary works are to resolve the soil drainage issues and prevent water pooling on the floors at St Saviour's toilet block. Other general updating will take place if financially viable.
4. The Contract documents attached:
Appendices:
 - A. Standard Conditions of the Contract
 - B. Specification of Works
 - C. Schedule of Works
 - D. Location details
 - E. Formal Tender Document
 - F. Contractor Questionnaire

Tenders

5. Tenders should be submitted for all work set out in the contract by midnight on 22 January 2023. Any tenders received after this date will not be considered.
6. 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.
7. Any queries regarding the interpretation of any part of the Contract Documents should be addressed to the Parish Clerk no later than 15 January 2023.
8. The tender shall be submitted on the form provided in Appendix E
9. Prospective Contractors should note that the Council's decision is final, and no correspondence will be entered into why the tender has been rejected.
10. The successful tender together with the Council's written acceptance shall form a binding agreement in the terms of the Contract documents.

11. If having examined the tender documents, you wish to submit a tender you should:

- a. Fully complete and return the following documents
 - i. Appendix E - Form of Tender
 - ii. Appendix F - Contractor Questionnaire
- b. Return tenders and all related documentation by midnight on 22 January 2023 to:

The Parish Clerk
Lanteglos-by-Fowey Parish Council
12 Bonython Drive, Grampound, Truro, TR2 4RL
clerk@lanteglosbyfowey.org.uk

Appendix A

Standard Conditions of the Contract

Scope of Works

12. The work will comprise:
 - a. Re-routing the foul drainage system to reduce blockages in the female and disabled toilets;
 - b. Re-grading the floor in the female toilet to prevent pooling of water;
 - c. General improvements and redecoration.
13. The Contractor will be managed and instructed by the Parish Clerk and will report directly to her.

Site Details

14. The site is located adjacent to the entrance to St Saviour Hill car park, post code PL23 1PZ and is identified on the plan in Appendix C.
15. It is suggested that before tendering the prospective contractor visit the site to familiarise and satisfy himself as to the extent of the contract. The Council will not accept any claims from a failure to familiarise himself with the contract.
16. Access to the site is not restricted, but contractors must ensure safe access to St Saviour car park and must not impede traffic passing along St Saviour Hill — the area outside the toilet block serves as a passing space and as safe refuge for council vehicles for refuse collection.

Works and equipment requirements

17. The contractor must provide the works:
 - a. in accordance with the Specification, the tender and the Contract;
 - b. using reasonable skill and care;
 - c. using good industry practice;
 - d. using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract;
 - e. on the dates agreed; and
 - f. that comply with all Law.
18. The Contractor must
 - a. provide a warranty of at least 90 days from Completion against all obvious defects,
 - b. provide all labour, materials and equipment to complete the contract in timely fashion and within the agreed timescales.

Additional Works

19. The Council may request that additional work be carried out and before commencing such work the Contractor shall provide an updated tender price and agree the variation with the Council.
20. No application from the Contractor to adjust the Contract price will be considered.

Duration of Contract

21. The duration of the Contract will be from commencement until the completion of the 90-day warranty period.

Payment to the Contractor

22. The Contractor will submit a payment profile as part of the tender.
23. Invoices submitted in accordance with the payment profile and with evidence of achieving the criteria for that milestone will be settled within 30 days.
24. The payment profile shall include a 10% retention which will be paid at the end of the warranty period provided all warranty works have been satisfactorily completed and accepted as such by the Council.

Insurance

25. The Contractor is required to have Public Liability Insurance to the minimum sum of £5,000,000 and a current Certificate of Insurance. The Contractor will indemnify the Parish Council against any claim or proceedings for injury or damage to any property, persons or animals as a result of negligence, poor workmanship or failure to notify the Council of any action likely to cause injury or damage to a third party. The Contractor is required to also have Employers Liability and Vehicle Insurance.
26. All Insurance Certificates stated above must be provided to the Parish Clerk prior to the commencement of the Contract.

Health & Safety

27. The Contractor shall accept all responsibility for compliance with the Health and Safety at Work Act and all other Acts and regulations in respect of work set out in this Contract. A copy of your Health & Safety Policy must be provided to the Parish Clerk prior to the commencement of the Contract.

Notes to Tenderers

28. Prospective Contractors are advised to read all documentation carefully.
29. The Form of tender and standard Conditions of the Contract must be read in conjunction with the Specification of works, Plans and Schedule of Works
30. The prices to be included in the Form of Tender are to be the full inclusive value of the work described, including all profit, costs, expenses, travel costs, general risks, liabilities, obligations, and VAT to be shown as a separate item.

31. The Council will not pay towards any travel costs and disbursements if you are outside of the local area.
32. No alteration to the Form of Tender is to be made by the Contractor. Any alteration, amendment or note made by the Contractor will not be recognised and the Schedule of Works will be adhered to.
33. A regular inspection will be carried out by the Council throughout the period of the Contract to ensure that work is completed in accordance with the Specification of works.
34. Invoices presented for payment must include a Schedule of the Works completed including dates and times of work.
35. If any clarification is required then the Contractor should contact the Parish Clerk.
36. The Form of Tender requires a signature and is intended to allow for an unbiased process, your name and company will be withheld by the Clerk until the voting process has been completed.
37. If your tender is successful, you will be asked to submit a Risk Assessment of the activities to be carried out under this Contract and all relevant Insurance documents to the Parish Clerk before the commencement of this Contract.

Contract performance

38. Late Delivery of the Services will be a default of the Contract.
39. The Contractor must co-operate with the Buyer and third party Contractors on all aspects connected with the delivery of the Services and ensure that Contractor Staff comply with any reasonable instructions including the security requirements (where any such requirements have been provided).
40. The Buyer must provide the Contractor with reasonable access to its premises at reasonable times for the purpose of supplying the Services
41. The Contractor must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Buyer to the Contractor for supplying the Services remains the property of the Buyer and is to be returned to the Buyer on expiry or termination of the Contract.
42. The Contractor must allocate sufficient resources and appropriate expertise to the Contract.
43. The Contractor must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
44. On completion of the Services, the Contractor is responsible for leaving the Buyer's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Buyer's premises or property, other than fair wear and tear.
45. The Contractor must ensure all Services, and anything used to deliver the Services, are of good quality and free from defects.

46. The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

Resolving disputes

47. If there is a dispute between the Parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute by commercial negotiation.
48. If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (“CEDR”) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 49 to 51.
49. Unless the Buyer refers the dispute to arbitration using clause 50, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- a. determine the dispute;
 - b. grant interim remedies; and
 - c. grant any other provisional or protective relief.
50. The Contractor agrees that the Buyer has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
51. The Buyer has the right to refer a dispute to arbitration even if the Contractor has started or has attempted to start court proceedings under clause 49, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 51.
52. The Contractor cannot suspend the performance of the Contract during any dispute.

Which law applies

53. This Contract and any issues or disputes arising out of, or connected to it, are governed by English law.

Termination for Breach

54. The Buyer may terminate this agreement with immediate effect by the service of written notice on the Contractor in the following circumstances:

- a. if the Supplier is in breach of any material obligation under this agreement provided that if the breach is capable of remedy, the Authority may only terminate this agreement under this Clause 54 if the Supplier has failed to remedy such breach within 14 days of receipt of notice from the Authority (a **Remediation Notice**) to do so;
- b. if a Catastrophic Failure has occurred;
- c. if there is an Insolvency Event;
- d. the Buyer reasonably believes that the circumstances set out in regulation 73(1) of the Public Contracts Regulations 2015 apply.
 - i. The Agreement is subject to a substantial modification which requires a new procurement procedure in accordance with Regulation 72(9) of the Public Contracts Regulations 2015 (“the Regulations”);
 - ii. It can be demonstrated that the Contractor has, at the time of contract award been in one of the situations referred to in Regulation 57(1) of the Regulations including as a result of the application of Regulation 57(2) of the Regulations and should therefore have been excluded from the procurement procedure;
 - iii. It can be demonstrated that this Agreement should not have been awarded to the Contractor in view of a serious infringement of the obligations of Treaties and the Public Contracts Directive of the EU that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the Treaty on the Functioning of the European Union.

55. The Buyer may terminate this agreement in accordance with the provisions of Clause 57.

56. If this agreement is terminated by the Buyer pursuant to Clause 54 or Clause 55, such termination shall be at no loss or cost to the Buyer and the Contractor hereby indemnifies the Buyer against any such losses or costs which the Authority may suffer as a result of any such termination.

Termination on notice

57. Without affecting any other right or remedy available to it, the Buyer may terminate this agreement at any time by giving three months written notice to the Contractor.

Circumstances beyond your control

58. Neither party will be liable for any delay in or from performing any of its obligations under this agreement by circumstances beyond its reasonable control. The party in delay shall notify the other party as soon as reasonably practicable, in writing of the reason, likely duration and the effect on its ability to perform any of its obligations under the agreement; and use all reasonable endeavours to mitigate any such effect.

Relationships created by the contract

59. The Contract does not create a partnership, joint venture or employment relationship. The Contractor must represent themselves accordingly and ensure others do so.
60. The Contractor cannot sub-contract the Contract or any part of it without the Buyer's prior written consent.
61. The Contractor remains responsible for all acts and omissions of the Contractor Staff as if they were its own.

Changing the contract

62. Either Party can request a variation to the Contract which is only effective if agreed in writing and signed by both Parties. The Buyer is not required to accept a variation request made by the Contractor.

Appendix B

Specification of works

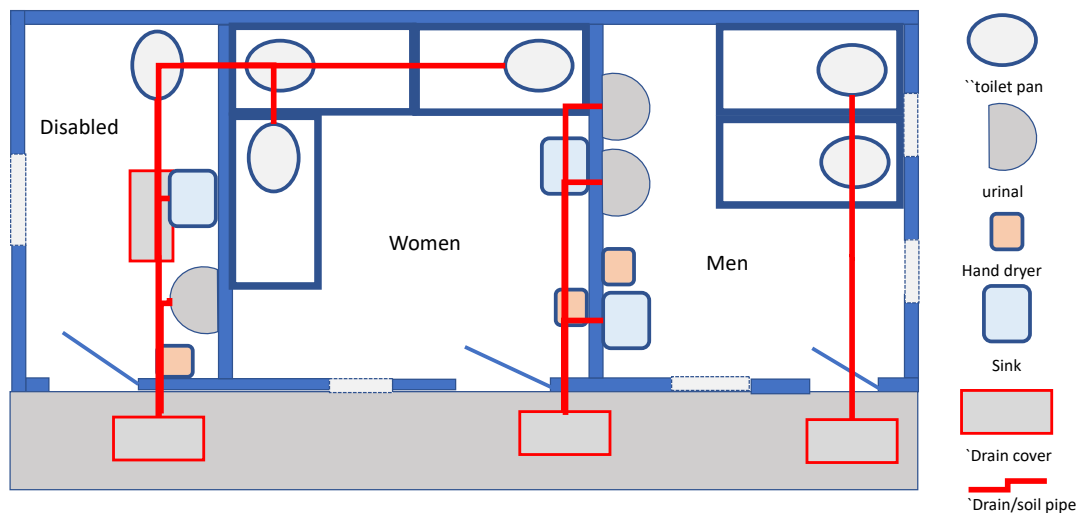
63. The Contractor will inspect the site prior to commencement of work to identify any hazards and will inform the Council immediately of any specific hazards.
64. The Contractor will during the period of the Contract, ensure that all machinery and tools and are properly guarded to present no danger to the operator, surrounding buildings, vehicles or any person or animal in the vicinity of operations. The Contractor and any staff will be expected to be wearing the appropriate PPE at all times they are engaged in work for the Council (boots, reflective vests, ear defenders and googles as necessary).
65. Any relevant signage should be in place before commencing work.
66. The Contractor will during the period of the Contract ensure that no products or materials or any substance harmful to the environment will be released and all COSHH requirements are observed.
67. All persons operating tools and machinery must be satisfactorily trained, and the Council reserves the right to ask the Contractor to provide adequate proof that his/her operators are competent, well trained and conversant with Health and Safety legislation.
68. The Contractor must
 - a. be responsible for the removal and disposal of all debris from the clearance, demolition and stabilisation works from the site.
 - b. Reinstate any services and street works and areas affected by the works.
 - c. Ensure public safety by the provision of protective barriers and signage ensuring safe access to the road, St Saviour car park and the footpath to the Bound
 - d. Provide adequate welfare and toilet facilities for his workforce and any subcontractors.
 - e. Provide the Parish Council with a written Risk Assessment and a Method Statement prior to commencing the contract.
 - f. Comply with all relevant statutes e.g., Health and Safety at Work Act and other agreements in respect of safety, health and welfare and include the adjacent car park.

Appendix C

Schedule of works

Existing configuration and services

St Saviour toilet block – existing



Required works

69. The following schedule is a minimum requirement of the tender.

a. At St Saviour's Toilet

- i. Separate and re-route soil pipe systems to provide separate flow from each of the male, female and disabled toilets to the public sewer system in St Saviour Hill
- ii. Remove tiled floor in each of male female toilet
- iii. Lay screed floor in male and female toilet and grade its level to existing drain points, to stop water pooling
- iv. Seal and paint floor in male and female toilet using an agreed sealant and paint (to be specified in tender)
- v. Fit new 'Doc M Pack' in disabled toilet
- vi. Rewire entire toilet block to include LED lighting with PIR switching
- vii. Fit new double toilet roll dispensers in cubicles

- viii. Fit new forced air hand dryers (e.g., Dyson or equivalent) in each of the toilets
- ix. Removal of waste from site.
- x. Make good the site and building fabric
- xi. Leave site clean and tidy
- b. At the Quay toilet
 - i. Repointing and mortar work to external faces
 - ii. Supply and fit replacement external privacy screen in materials to be specified in tender
 - iii. Make good the site and building fabric
 - iv. Leave site clean and tidy

Conditional work

70. Provide recommendations and prices for each individual line item and a package price for the whole (all items), as follows:
- a. At St Saviour's Toilet
 - i. Fit internal French drains to rear walls.
 - ii. Replace all pipework for mains water, waste and soil
 - iii. New riser walls to create a void for services
 - iv. Fit 1m high plastic or composite wall coverings
 - v. Upgraded or replacement pipework
 - vi. New gutter system
 - vii. Improve ventilation
 - viii. Replace roofing including soffits and fascias
 - ix. New doors, frames and locks
 - x. Replace windows

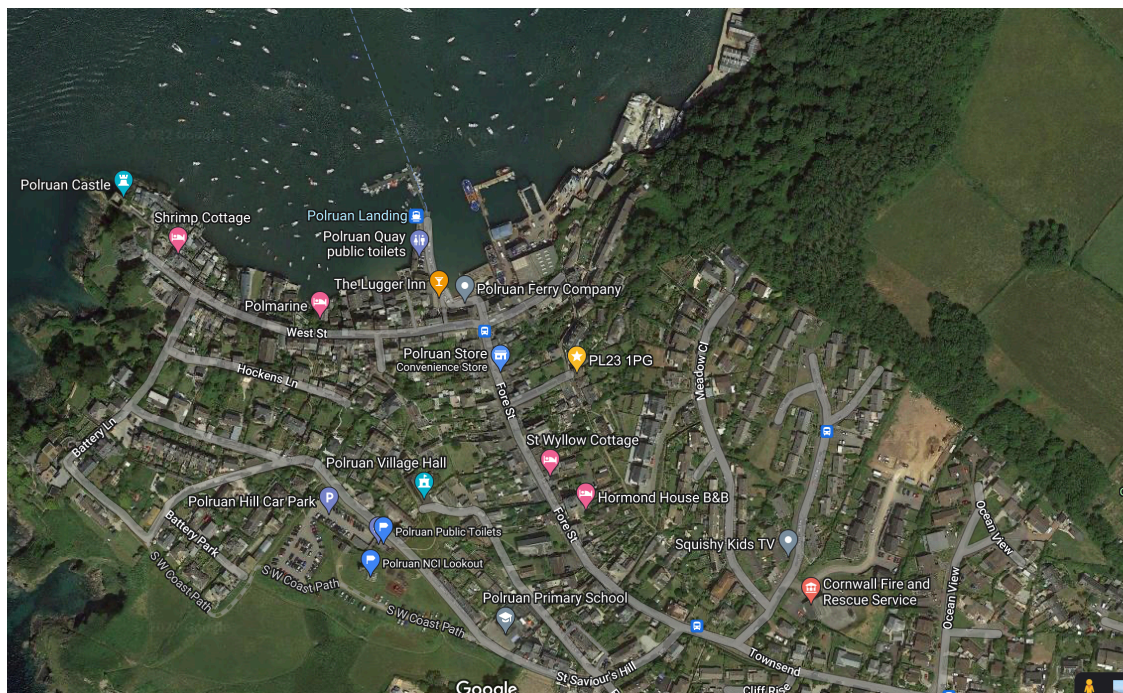
Appendix D

Location details

St Saviour Toilets, St Saviour Hill, Polruan PL23 1PZ



The Quay Toilets, The Quay Polruan PL23 1PS



Appendix E

Form of Tender

71. I/We understand that Lanteglos-by-Fowey Parish Council is not bound to accept the lowest or any tender and that the Council will not be responsible for any expense incurred in the preparation of this tender.
72. I/We agree to complete the work in accordance with the Invitation to Tender, Standard Contract Terms, Specification of Works, Schedule of works as laid out in conjunction with the site plans.
73. I/We certify that the amount of the Tender has not been calculated by agreement or arrangement with any other person, firm or company and that the amount tendered has not been communicated in any way to any person, firm or company and will not be communicated to any person, firm or company until after the closing date for the submission of Tenders.
74. I/We accept that if successful in securing the Contract that we will produce the necessary Certificates of Insurance and all other relevant documentation prior to commencement of the Contract.

Signature: _____ Date: _____

Location:

*Within Parish

*Outside Parish (approx. distance to Parish _____miles)

*Delete as appropriate

Appendix F

Contractor questionnaire

Tender:	Refurbishment of St Saviour toilet block building and drainage 2022
Name:	
Address:	
Landline:	
Mobile:	
Email:	
Company Name:	
Position in Company:	
Nature of Business:	
VAT Registration number:	
Is this a subsidiary of another company? Please give details if Yes:	
Date business Formed:	
Number of staff:	
If applicable, state which branch the contract will be serviced from (or any other information that might assist in determining the Suitability/location of your company)	
Payment Profile for required works	<p>Milestone 1 — e.g., contract signing</p> <p>Milestone 2 — e.g., commencement of works</p> <p>Milestone 2 — e.g., completion of works</p> <p>Milestone 3 — end of warranty period</p>

Proposal for each conditional item	a) b) c) ... etc
Proposal for all conditional items	Milestone 1 — e.g., contract signing Milestone 2 — e.g., commencement Milestone 2 — e.g., completion of works Milestone 3 — end of warranty period
Signed:	
Date:	