

Invitation To Tender

Major Refurbishment of Knutsford Market Hall, Silk Mill St, Knutsford, WA16 6DF



Funded by UK Government

This project is funded by the UK government through the UK Shared Prosperity Fund (UKSPF) and Community Ownership Fund. The appointed contractor will be expected to ensure adherence to all relevant guidance.

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1.0 BACKGROUND AND PURPOSE

1.1 Background

Knutsford Market Hall was constructed in 1964 on the site of a former cinema in the centre of the town. The façade was altered during the 1980's and a suspended ceiling added but otherwise the building is much as it was. The market lies within the Knutsford Conservation Area and the adjacent building (The Silk Rooms) is Grade II Listed.

The market has remained in operation since opening and in 2014 Knutsford Town Council (KTC) took ownership of the building. The town council identified a need to invest in the building to ensure its ongoing viability.

Consultation exercises were conducted with the public and stakeholders and a strategy developed by KTC. Proposals for development were invited and a design team selected.



Market Hall in the 1960s

Proposals have been prepared to modernise the building allowing for greater opening hours and potential for other community uses outside of normal market trading hours.

Although in a central location within the town the location of the market is less visible than ideally it might be. The building frontage is not transparent and so passers-by cannot easily appreciate the building or what it offers. It is aimed to create more of a sense of place through the upgrades to the Market Hall and a more visible and inviting building.

The existing building is largely unheated and the proposals include bringing the building up to modern standards (where feasible) in terms of energy efficiency.

The addition of the suspended ceiling concealed the original roof glazing and the proposals reinstate this feature increasing daylight and reducing the demand for artificial lighting.

When the market was constructed it appears the part basement to the old cinema was retained and back filled. Contractors should particularly note this and the presence of a basement to part of the adjacent building.

The internal fit out proposes fixed stalls around the perimeter of the hall and low level demountable stalls in the centre. These central stalls can be altered to benches and tables for use in functions or stacked in the store cupboard.

Planning permission and conservation consent has been granted ref: 24/0336M



Early Design Stage Visual of Proposal

The town centre site is constrained with no external space on any side and limitations to access. Contractors should note the PCI and CDM information as well as making their own assessments of the site and project.

It is planned to decant traders to a temporary facility in the town centre during the build phase. Over-runs to any agreed programme could incur costs to the council in the form of loss of income and additional rental and associated costs. These costs are not clear at this stage but will need to be agreed with any preferred contractor prior to signing of a contract.

- 1.1.2 To deliver the refurbishment the town council is seeking a partner with experience and competence for delivery of projects of similar scale, complexity and site context.

1.2 Purpose of this document

- 1.2.1 This ITT document is provided to ensure suppliers fully understand the requirements of the process for this procurement process.
- 1.2.2 This document provides the relevant information in respect of and outlines the procedure regarding the procurement exercise, and in particular:
- 1.2.3 Sets out the evaluation criteria that KTC will use to assess tender responses.
- 1.2.4 This procurement process is to be a single stage open tendering process.
- 1.2.5 All tender submission documents must be correctly completed and delivered to townclerk@knutsfordtowncouncil.gov.uk no later than 12noon on Friday 30th August 2024.
- 1.2.6 To maintain security of tenders until opening, all tender returns must be password protected and passwords sent in separate email to rob@hivearchitects.co.uk by same deadline.
- 1.2.7 KTC reserves the right to terminate the process and if and when appropriate, re-advertise the requirement for the services in the event that an insufficient number of affordable, compliant and acceptable Tender submissions are received to ensure best value and/or genuine competition.
- 1.2.8 Each contractor's tender must be supplied in the format stated. KTC reserve the right to disqualify a non-compliant submission format.

2.0 CLIENTS REQUIREMENTS

- 2.1.1 Deliver a refurbished market hall as soon as possible completing the construction and handover of the building in accordance with the project tender information.
- 2.1.2 Ensuring that in the process of delivering this project, robust procedures are in place to ensure there is no harm caused to any assets or persons.
- 2.1.3 Adhering to all planning and environmental conditions set out within the project tender information and pre-commencement conditions, minimising any adverse impact on the local community, and businesses.
- 2.1.4 Recognising that this project forms part of the Council's wider regeneration programme, which is dependent on the delivery of this project and that there are a number of key stakeholders including but not limited to the Market Hall traders, the town council, wider local businesses and local residents which must be managed.
- 2.1.5 Upholding the Council's values and strategic aims at all times. Further details can be found at: www.knutsfordtowncouncil.gov.uk/council/strategicplan

3.0 INSTRUCTIONS TO CONTRACTORS

- 3.1 If any of the Tender documents contain references to standards, procedures, by-laws, other standard documents issued by KTC or their advisors, and any other applicable standards, Contractors are responsible for obtaining and complying with the requirements of these documents, and any difficulties should be raised as a tender clarification request via rob@hivearchitects.co.uk
- 3.2 Each contractor's electronic copy of its tender must be submitted to the address supplied no later than the time and date specified above or such later date as KTC

- notifies. Should technical difficulties arise please contact townclerk@knutsfordtowncouncil.gov.uk for assistance.
- 3.3 In compiling their Tenders, Contractors shall be deemed to have read, understood and made appropriate allowance for all information included within the supplied tender documentation (including all appendices and attachments) as well as the notice for this tender process.
 - 3.4 KTC is not bound to accept the lowest or any tender.
 - 3.5 Tender submissions must be in English.
 - 3.6 All financial information must be priced in pounds sterling.
 - 3.7 Where written submission is required contractors shall use font style Arial and point size 11.
 - 3.8 Contractors are responsible for the accuracy of their submissions.
 - 3.9 A Tender submission price may be considered abnormally low if, because of its favourable terms, it raises a suspicion that the Contractor will not be able to perform according to the terms offered. Any Tender that is considered to be priced abnormally low will be scrutinised by the KTC procurement team. This includes ensuring that this is not as a result of a failure to understand the requirements of the Contract or the Tender documentation. KTC may, at its discretion, reject any Tender that it considers to be abnormally low after enquiries.
 - 3.10 KTC reserves the right to request clarification in writing or further relevant information from any supplier after submission of responses.
 - 3.11 KTC reserves the right to issue amendments or modifications to the ITT.
 - 3.12 The negotiations and all subsequent contracts negotiated will be subject to English law and the exclusive jurisdiction of the English courts.
 - 3.13 KTC will not be liable to any person for any costs whatsoever incurred in the preparation of their Tender submissions.
 - 3.14 Contractors must carefully check the documentation to ensure that they have all the required information. Should any part be found to be missing or unclear, this must be raised as a clarification request via email address provided as soon as is reasonably practicable. No liability will be accepted for any omissions or errors in the documentation.
 - 3.15 Suppliers shall take no advantage of any apparent errors or omissions or inconsistency in the documentation supplied. In the event of the discovery of any such errors or omissions or inconsistencies, they will make KTC representative Hive Architects aware immediately via rob@hivearchitects.co.uk
 - 3.16 Suppliers are responsible for identifying, planning and pricing everything necessary to deliver the Councils requirements.
 - 3.17 Suppliers must not alter the Tender documents.
 - 3.18 Failure to disclose all material information (facts that KTC regard as likely to affect the evaluation process), or disclosure of false information at any stage of this procurement process may result in ineligibility for award. Suppliers must provide all information requested and not assume that KTC has prior knowledge of any of this information. Suppliers must answer each question in full and must not cross refer to answers to other questions. KTC reserves the right not to evaluate answers given by way of cross-reference.
 - 3.19 KTC actively seeks to avoid conflicts of interest and reserves the right to reject Contractors as ineligible where KTC perceives an actual or potential conflict of interest. Contractors must advise all potential conflicts of interest as a clarification request via KTC e-mail address prior to the submission of the Contractors Tender. KTC will then confirm as soon as it can if it considers these significant enough to exclude the Contractor from the procurement process.

- 3.20 The canvassing of councillors directly or indirectly, shall disqualify the tenderer. Additionally, if you (or anyone within your business) are related to any councillor or officer of Knutsford Town Council this must be disclosed in your tender.
- 3.21 KTC reserves the right to disqualify (without prejudice to any other civil remedies available to KTC and without prejudice to any criminal liability which such conduct by a Contractor may attract) any Contractor who (or its directors or any other person who has powers of representation, decision or control of the Contractor), in connection with this tender:
- Offers any inducement, fee or reward to any member or officer of KTC or any person acting as an adviser for KTC in connection with this tender;
 - Does anything which would constitute the offence of within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906, where the offence relates to active corruption;
 - Does anything which would constitute the offence of bribery, where the offence relates to active corruption;
 - Does anything which would constitute bribery within the meaning of section 1 or 6 of the Bribery Act 2010;
 - Canvasses any member or officer of KTC or any person acting as an adviser for KTC in connection with this tender;
 - Contacts any officer of KTC prior to financial close about any aspect of the tender documents, Tenders or procurement process in a manner not permitted (including without limitation contact for the purposes of discussing the possible transfer to the employment of the Contractor of such officer);
 - Fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other Contractor or their supply chain);
 - Enters into any agreement or arrangement with any other Contractor to the effect that it shall refrain from making a Tender or as to the amount of any Tender to be submitted;
 - Causes or induces any person to enter such agreement to inform the Contractor (of the amount or approximate amount of any rival Tender
- 3.22 Contractors must not, either alone or jointly with others, publish any material relating to KTC, this Tender or the works without prior written consent.
- 3.23 Contractors must not, either alone or jointly with others, make any media announcements in connection with this Tender, the works, or any dispute arising under or in connection with this ITT document.
- 3.24 Sections 3.21 and 3.22 do not apply to any information which is required to be disclosed to the extent required by any applicable law, the regulations of any recognised stock exchange, any taxation authorities, or by order of a court or other tribunal of competent jurisdiction or any relevant regulatory body.
- 3.25 Freedom of Information Act 2000 and Environmental Information Regulations 2004
- KTC is subject to the requirements of the Freedom of Information Act 2000 (the "Act") and the Environmental Information Regulations 2004 ("EIR"). Accordingly, all information submitted to it may need to be disclosed by KTC in response to a request under either the Act or the EIR (a "Request").
- In making any submission during this procurement process, each Contractor acknowledges and accepts that information contained therein may be disclosed by KTC under the Act or EIR without consulting the Supplier, although KTC will endeavour to consult with the Contractor and consider its views before doing so. If Contractors consider that any information made available to KTC is commercially sensitive, they should identify it and explain (in broad terms) what harm may result from disclosure, and the time period applicable to that sensitivity. Even where

information made available to KTC is marked commercially sensitive, KTC shall be entitled (acting in its sole discretion) to disclose it pursuant to a request. Please also note that information marked "confidential" or equivalent by Contractors does not bind KTC to any duty of confidence by virtue of that marking.

Exemptions to disclosure pursuant to a Request do exist and KTC reserves the right to determine (acting in its sole discretion) whether there is any available exemption and whether to disclose any information made available to it by Contractors pursuant to any Request. If you are unsure as to KTC's obligations under the Act or EIR regarding the disclosure of sensitive information, please seek independent legal advice.

3.26 Intellectual Property Rights

The tender documents may not be reproduced, copied or stored in any medium without the prior written consent of KTC and the authors of each respective document except in relation to the preparation of the Tender.

3.27 All documentation supplied by KTC in relation to this tender (and all Procurement Documents) is and shall remain the property of KTC and must be returned on demand, without any copies being retained. Contractors are not authorised to copy, reproduce, or distribute the information in the Procurement Documents at any time except as is necessary to produce the Tender submission

3.28 Changes in Circumstances

Each Contractor is required to inform KTC promptly and in any case no later than fourteen (14) days, after the occurrence of:

Any change to its corporate structure from that set out in its response to the Tender submission. This includes the grant of any options to acquire shares, any agreement relating to the exercise of rights attaching to such shares, and any material amendments to a shareholders' agreement, articles of association or similar constitutional documents;

Any changes to any other information provided to KTC as part of the Tender process; or

Any other change to its circumstances of the Contractor, or the basis of submission, which may be expected to influence KTC's decision on its suitability for selecting the best value Tender.

KTC reserves the right to approve (subject to conditions) or reject the changes referred to above. A rejection of the changes may result in the Contractor being excluded from further participation in the procurement process. KTC reserves the right and may in certain cases be required under the procurement rules, to disqualify any Contractor where the composition of the Contractor has changed after submission.

3.29 Disclaimer

Neither the receipt of this document by any person, nor the supply of any information is to be taken as constituting the giving of investment advice by KTC or any of its advisers to any Contractor.

Information provided does not purport to be comprehensive or verified by KTC or its advisers. Neither KTC nor its advisers accept any liability or responsibility for the adequacy, accuracy or completeness of any of the information or opinions stated in the Tender documents or Invitation to Tender documents.

No representation or warranty, express or implied, is or will be given by KTC or any of its officers, employees, servants, agents or advisers with respect to the information or opinions contained in the Tender documentation, or in any subsequent communications.

Any liability in respect of such representations or warranties, howsoever arising, is

hereby expressly disclaimed but nothing in this tender shall exclude or restrict liability for fraudulent misrepresentations.

No information in this document is, or should be relied upon as, an undertaking or representation as to KTC's ultimate decision in relation to undertaking the works. KTC reserves the right without prior notice to change the procurement process or to amend the information provided, including, but not limited to, changing the timetable, the scope and nature of the procurement and the procurement process. KTC reserves the right to issue circulars to Suppliers providing further information or supplementing and/or amending the procurement process for this tender. In no circumstances shall KTC incur any liability in respect of any changes. This will be subject to the requirements of public law, the UK and EU procurement rules and EU Treaty rules and general principles.

KTC reserves the right without prior notice not to follow up this document in any way and/or to terminate the procurement process without awarding an Agreement at any time.

- 3.30 Contractors will be required to confirm they are willing to undertake the role of Principal Contractor under Construction, Design and Management Regulations 2015 (CDM) and able to competently discharge this role.
time.
- 3.31 Contractors will be required to confirm they are willing to undertake the role of Principal Contractor under Building Safety Act 2022 (BSA) and able to competently discharge this role.
time.
- 3.32 Contractors should provide in their tender return information on company structure, background, qualifications and experience of staff and personnel, project experience.
- 3.33 Contractors should clearly show how their business relates to the scoring matrix.
- 3.34 Contractors should clearly state their estimated earliest start date, mobilisation period, and construction programme length in the tender return.
- 3.35 Contractors should return their completed copy of contract sum analysis provided.
- 3.36 The building is openly accessible during market trading hours which are normally: 8am – 4pm every Tuesday, Thursday, Friday, & Saturday. Contractors wishing to visit outside of these hours or wishing to access the small amount of non public areas can do so by prior arrangement on Mondays or Wednesdays. Contact townclerk@knutsfordtowncouncil.gov.uk to request and arrange.

4.0 TENDER EVALUATION PROCESS

4.1 Tender Evaluation Process

- 4.1.1 A rigorous and objective assessment of each tender submission shall be made by the evaluation panel. The assessment of all aspects stated shall be recorded for audit purposes. The Tender stage process will ensure Contractors are evaluated fairly against the pre-determined evaluation matrix.
- 4.1.2 Upon receipt, the Tender submission will remain unopened until after 12 noon on the day of the Tender Submission Deadline.
- 4.1.3 Each Tender submission will be reviewed prior to evaluation of the Technical and Commercial capacity to ensure its completeness and compliance with the Tender instructions. Incomplete or non-compliant submissions may be rejected prior to evaluation.
- 4.1.4 Only those Contractors that complete the compliances requested will be assessed.
- 4.1.6 The submission will enable KTC to form a clear view of the Contractors technical capability and commercial proposal. The responses in respect of each question

must therefore be clear and concise. No reliance will be placed on information given to KTC previously or provided elsewhere in the tender documents.

- 4.1.7 During our evaluation of the tender submissions, Contractors may be asked to answer clarification questions about their submissions and other matters related to their response. Contractors must respond to such questions as quickly as possible but, in any event, within 2 working days or, if a deadline is specified, responses must be submitted by that deadline. Failure to respond to any KTC clarification questions, may result in KTC rejecting the Contractors submission. Any amendments to tender submissions arising from these discussions with them will be considered in the Tender Evaluation.

4.2 Tender Evaluation Criteria

- 4.2.1 The Tender assessment is based on the responses completed in tender returns.
- 4.2.2 The evaluation of the Tender submissions received will be carried out by an evaluation panel.
- 4.2.3 Each Tender submission statement will be scored as indicated in scoring matrix table below. The preferred Contractor shall be identified on the basis of perceived quality, price, timescale they are able to deliver the project by and locality.
- 4.2.4 Tender submissions must be compliant in order to be considered and scored accordingly.
- 4.2.5 Only compliant tender submissions will be evaluated by the evaluation panel.

Aspect	Points Awarded	How Measured
Perceived Quality	A score out of 70 will be allocated to each bid based on the perceived quality of the bid, where 70 indicates the proposal perfectly meets requirements and delivers high quality output and a score of 0 indicates poor quality or failure to meet requirements.	Testimonials Quality of submission. QS Feedback
Price	A score out of 30 will be allocated to each bid where the lowest priced bid will be awarded 30 points.	Submitted pricing.
Timescale	The stated works start and completion date will be a material consideration in awarding the tender.	Works schedule
Locality	An additional 5 points will be awarded to companies based in Cheshire, 3 for companies based in the North West.	Registered company address / office.

TENDER PROGRAMME

DATE	ACTIVITY
Issue of Invitation To Tender	1 st August 2024
Final date for questions/queries to be lodged	5pm Friday 23 rd August 2024
Final date tender submission must be received by	12 noon on Friday 30 th August 2024

5.0 FORM OF TENDER

To be returned digitally to the offices of Knutsford Town Council FAO Mr Adam Keppel-Green Town Clerk, townclerk@knutsfordtowncouncil.gov.uk Note: To maintain security of tenders until opening tender returns **must be password protected** and passwords sent in separate email to rob@hivearchitects.co.uk (it is the contractors responsibility to ensure safe receipt of all transmissions) by no later than 12 noon Friday 30th August 2024

Dear Sirs,

PARTIAL DEMOLITION, MAJOR REFURBISHMENT & NEW FRONTAGE AT KNUTSFORD MARKET, SILK MILL STREET, KNUTSFORD, CHESHIRE, WA16 6DF

I/We _____

having read the Conditions of Contract and the specification delivered to me/us and having examined the drawings referred to therein do hereby offer to execute and complete in accordance with the Conditions of Contract the whole of the Works described for the sum of

_____ (words)

£ _____ (figures)

In the event of this tender being accepted, I/We undertake to complete the whole of the works described on or before the Dates for Completion and to pay Liquidation and Ascertained Damages, as are stated in the appendix to the contract, in the event of the contract not being duly performed.

I/We agree that should obvious errors in pricing or errors in arithmetic be discovered before acceptance of this offer in the priced Schedules of Work submitted by me/us, these errors will be dealt with in accordance with alternative 1 contained in Section 6 of the "Code of Procedure for Single Stage Selective Tendering 1996".

Unless and until a formal Contract is prepared and executed, this Tender together with your written acceptance thereof, shall constitute a binding Contract between us.

I/We agree to hold this tender open for acceptance for a period of three months from the submission date, and it shall remain binding upon us and may be accepted at any time before the expiration of that period, or any additional period agreed by us in writing.

I/We understand that **Knutsford Town Council** is not bound to accept the lowest or any tender.

Signed _____
Capacity of _____

Duly authorised to sign tenders for and on behalf of: _____

_____ Date