

Lanteglos-by-Fowey Parish Council

Invitation to tender

Refurbishment of St Saviour public toilets

(Reference LBF2024/004)

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.
- 2 The toilet blocks are regularly used and free to users. They are in an exposed location built into the side of St Saviour's Hill. St Saviour's toilet suffers from some damp issues and pooling water on the floors. The toilet block also has problems with its drainage system causing blockages and needs general updating.
- 3 The primary works are to resolve the foul drainage issues and prevent water pooling on the floors at St Saviour's public toilets. 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 midday on 31 August 2024. 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 14 August 2024.
- 8 The tender shall be submitted providing the information set out 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 the following documents, providing additional details where required:
 - i) Appendix E - Form of Tender
 - ii) Appendix F - Contractor Questionnaire
 - b) Return tenders and all related documentation by midday on 31 August 2024 to:
The Parish Clerk
Lanteglos-by-Fowey Parish Council
12 Bonython Drive, Grampound, Truro, TR2 4RL
clerk@lanteglosbyfowey.org.uk
- 12 The project timetable is as below:
- | | |
|-----------------------------------|---------------------|
| a) Tender launch | 14 July 2024 |
| b) Deadline for queries | 14 August 2024 |
| c) Deadline for tender response | 31 August 2024 |
| d) Potential meeting with Council | 9-13 September 2024 |
| e) Tender decision | 24 September 2024 |
| f) Sign contract | |
| g) Works commence | October 2024 |

Appendix A

Standard terms and conditions of the contract

Definition and interpretation

- 1 In these Terms and Conditions:

"Client", "Council" means Lanteglos by Fowey Parish Council and is identified as the Client in the Form of Agreement;

"Contract" means the contract for services between the Contractor and the Client comprising the Form of Agreement, these Terms of Business and the Schedules;

"Services" means the services described in Appendices B, C and D; and

"Site" means the place or places identified in Appendix D where the Services are to be performed

- 2 These Terms of Business are the only terms on which the Contractor contracts with its clients and any other terms put forward by the Client are excluded.
- 3 Lanteglos-by-Fowey Parish Council is the Client. The Client will view and keep copies of the contractor's original public liability documents and training certificates. Cornwall Council may ask for copies of these documents at any time.

Scope of Works

- 4 The work will comprise:

- a) Re-routing the foul drainage system to reduce blockages in the women's and disabled toilets;
- b) Re-grading the floor in the men's and women's toilets to prevent pooling of water;
- c) Remedial works to remedy or control damp penetration;
- d) General improvements and redecoration.

- 5 The Contractor will be managed and instructed by the Parish Clerk and will report directly to her.

Site Details

- 6 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.
- 7 It is suggested that before tendering the prospective contractor visit the site to familiarise and satisfy themselves as to the extent of the contract. The Council will not accept any claims from a failure to familiarise themselves with the contract.
- 8 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's 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

- 9 The contractor shall provide the works:
 - a) in accordance with the Specification, the tender and the Contract;
 - a) using reasonable skill and care;
 - b) using good industry practice;
 - c) using its own policies, processes and internal quality control measures provided they do not conflict with the Contract;
 - d) on the dates agreed; and
 - e) that comply with all Law.
- 10 The Contractor shall
 - 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.
- 11 The contractor is to include in their price, all costs in connection with labour, Health, Safety and Environmental compliance, plant, materials, tool maintenance, fuel and transport, and all other things necessary for the work to be undertaken.
- 12 The contractor shall keep on site at all reasonable times when undertaking work on site, a working foreman or other responsible person to whom the Parish Council can give instructions and who can co-ordinate the work of other operatives and subcontractors.

Additional Works

- 13 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.
- 14 No application from the Contractor to adjust the Contract price will be considered.

Duration of Contract

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

Payment to the Contractor

- 16 The Contractor will submit a payment profile as part of the tender.
- 17 Invoices submitted in accordance with the payment profile and with evidence of achieving the criteria for that milestone will be settled within 30 days.
- 18 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

- 19 The Contractor is required to have Public Liability Insurance to the minimum sum of £10,000,000 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 because 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.
- 20 If employing staff or 'labour-only' sub-contractors the Contractor must have £5,000,000 employer's liability insurance and a current Certificate of Insurance.
- 21 All Insurance Certificates stated above must be provided to the Parish Clerk prior to the commencement of the Contract.

Safety and environmental protection

- 22 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.
- 23 A copy of your Health & Safety Policy must be provided to the Parish Clerk prior to the commencement of the Contract.
- 24 The contractor shall;
 - a) provide and agree method statements illustrating how they will safely go about the work (e.g. erecting safety signs, disposal of waste, tools to be used);
 - b) agree how they will comply with Health & Safety Regulations, COSHH requirements (e.g. use of powered tools, cleaning products, paint, solvents etc.);
 - c) provide public liability insurance documents;
 - d) provide certificates of competency (such as power tools, operators licences for machinery and, if applicable, application of chemicals).
- 25 Before starting work the Client will provide information concerning any other matter to be brought to the contractor's attention (e.g. archaeological or wildlife issues).

Confidentiality

- 26 All information acquired by the Contractor relating to the Client's business will be treated by the Contractor as confidential and the Contractor will not make any use or disclosure of it. The Client will also keep confidential the terms of the Contract and all information it obtains concerning the Contractor's business.
- 27 The confidentiality obligations shall survive termination of the Contract.

Contract performance

- 28 Late Delivery of the Services will be a default of the Contract.
- 29 The Contractor must co-operate with the Client 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).
- 30 The Client must provide the Contractor with reasonable access to its premises at reasonable times for the purpose of supplying the Services
- 31 The Contractor must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Client to the Contractor for supplying the Services remains the property of the Client and is to be returned to the Client on expiry or termination of the Contract.
- 32 The Contractor must allocate sufficient resources and appropriate expertise to the Contract.
- 33 The Contractor must take all reasonable care to ensure performance does not disrupt the Client's operations, employees or other contractors.
- 34 On completion of the Services, the Contractor is responsible for leaving the Client's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Client's premises or property, other than fair wear and tear.
- 35 The Contractor must ensure all Services, and anything used to deliver the Services, are of good quality and free from defects.
- 36 The Client 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

- 37 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.
- 38 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 39 to 41.
- 39 Unless the Client refers the dispute to arbitration using clause 41, 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.

- 40 The Contractor agrees that the Client 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.
- 41 The Client has the right to refer a dispute to arbitration even if the Contractor has started or has attempted to start court proceedings under clause 39, unless the Client 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 40.
- 42 The Contractor cannot suspend the performance of the Contract during any dispute.

Which law applies

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

Termination

- 44 Either party may terminate the Contract by written notice at any time if the other.
- a) becomes insolvent, or has a liquidator, receiver or administrator appointed, or
 - b) commits a breach of the Contract and, in the case of a breach that can be remedied, fails to remedy it within 21 days after the written notice requiring it to be remedied.
- 45 Without affecting any other right or remedy available to it, either Party may terminate this agreement at any time by giving three months written notice to the other Party.

Circumstances beyond your control

- 46 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

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

Changing the contract

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

Notes to Tenderers

- 51 Prospective Contractors are advised to read all documentation carefully.
- 52 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
- 53 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.
- 54 The Council will not pay towards any travel costs and disbursements if you are outside of the local area.
- 55 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.
- 56 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.
- 57 Invoices presented for payment must include a Schedule of the Works completed including dates and times of work.
- 58 If any clarification is required, then the Contractor should contact the Parish Clerk.
- 59 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.
- 60 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.

Appendix B

Specification of works

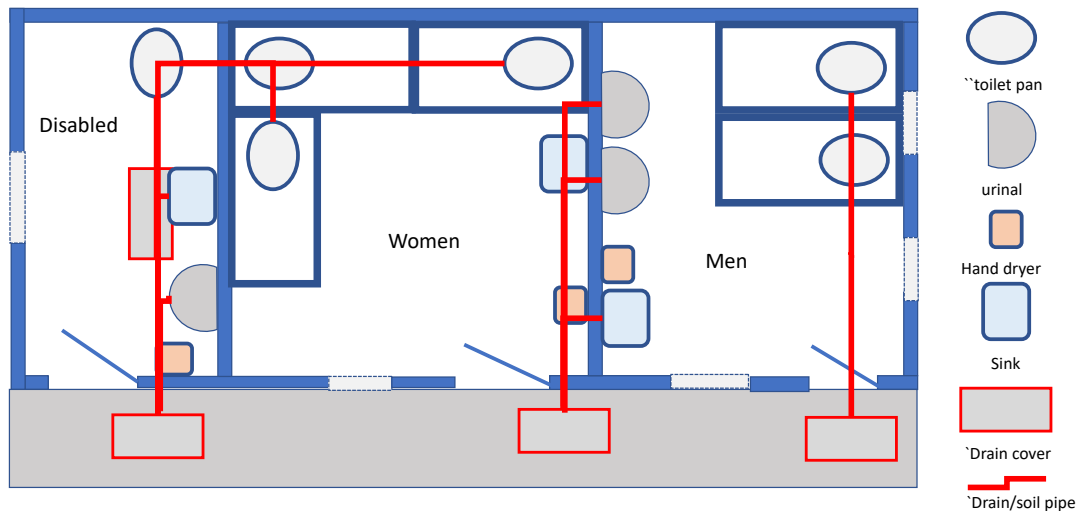
- 1 The Contractor will inspect the site prior to commencement of work to identify any hazards and will inform the Council immediately of any specific hazards.
- 2 The Contractor will during the period of the Contract, ensure that all machinery and tools are properly guarded to present no danger to the operator, surrounding buildings, vehicles or any person or animal in the vicinity of operations. The Contractor and any staff will be expected to wear the appropriate PPE at all times when they are engaged in work for the Council (boots, helmets, gloves, reflective vests, ear defenders and goggles as necessary).
- 3 Any relevant signage should be in place before commencing work.
- 4 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.
- 5 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.
- 6 The Contractor shall;
 - a) be responsible for the removal and disposal of all debris from the clearance, demolition and stabilisation works from the site.
 - b) Reinststate 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

- 1 The following schedule is a minimum requirement of the tender.
 - a) Separate and re-route soil pipe systems to provide separate flow from each of the men's, women's and disabled toilets to the public sewer system in St Saviour's Hill
 - b) Provide a solution to the floor in each of men's and women's toilet that is:
 - i) Hygienic
 - ii) Non-slip
 - iii) Easy to clean with standard tools and methods
 - iv) Resists water penetration and mould
 - v) Drains any surface to existing drain points, and prevents water pooling
 - vi) Is attractive to users
 - vii) Will have a long life in the conditions in the building
 - c) Fit new 'Doc M Pack' in disabled toilet
 - d) Provide a baby-changing facility in the disabled toilet
 - e) Provide safe electrical system to latest IET wiring regulations and provide inspection certificate

- f) Replace incandescent lighting with LED lighting controlled by PIR switching that will function all year round in the conditions in the toilet with appropriately sized transformers with appropriate environmental specifications.
 - g) Provide a solution to refurbish and contain the rising damp in the walls in the building and the necessary remedial works and finishing.
 - h) Provide a solution to improve ventilation and manage humidity in the building
 - i) Fit new double toilet roll dispensers in cubicles
 - j) Fit new high velocity forced air hand dryers in each of the toilets (brand and type to be agreed with Council representative)
 - k) Provide new signage for doors and equipment
 - l) Remove all waste from site.
 - m) Make good the site and building fabric
 - n) Leave site clean and tidy
- 2 Provide recommendations and prices for each individual line item and a package price for the whole (all items), as follows:
 - a) Fit internal French drains to rear walls.
 - b) Replace all pipework for mains water, waste and soil
 - c) New riser walls to create a void for services
 - d) Fit 1 m high plastic or composite wall coverings
 - e) Upgraded or replacement pipework
 - f) New gutter system
 - g) Replace roofing including soffits and fascias
 - h) New doors, frames and locks

Appendix D Location details

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



Appendix E Form of Tender

- 1 I/We wish to tender for the works set out in this invitation to tender and have completed the Contractor Questionnaire and provided full written details of my/our tender.
- 2 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.
- 3 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.
- 4 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.
- 5 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.
- 6 I / we certify that the information supplied is accurate to the best of my knowledge and belief.
- 7 I / we understand that the Council may contact anyone to verify this information, and that false or misleading information could result in my/our exclusion from the tender list.
- 8 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.

Signature: _____ Date: _____

Location:

*Within Parish

*Outside Parish (approximate distance to Parish _____miles)

*Delete as appropriate

Appendix F

Contractor questionnaire

| | |
|----------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| Tender: | Refurbishment of St Saviour's public toilets and drainage 2024 |
| 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 | |
| Payment Profile for required works | Please attach details of proposed milestone payments |
| Proposal for each conditional item | Please provide details for any additional item including description and price |
| Programme for the works | Please attach details of the start date, programme, completion date and any significant milestones |
| Signed: | Date: |