|  |  |
| --- | --- |
| A blue and black logo  Description automatically generated | **St Ives Town Council**The GuildhallStreet An PolSt. IvesCornwallTR26 2DSTel: (01736) 797840 |
| Email:  |  tenders@stives-tc.gov.uk |
| Website: |  stivestowncouncil-cornwall.gov.uk |
| Date:  |  16th December 2024 |

Dear Sir/Madam,

STIVES-ITT-00011-24: INVITATION TO TENDER: MARKET HOUSE REFURBISHMENT AND ASSOCIATED WORKS

Thank you for your interest in the above refurbishment works contract. The attached documents provide you with all the information you need to submit a tender response. There are FIVE PARTS to the document pack as follows:

PART 1: (this document) Invitation to Tender - Background Information, Instructions and Conditions of Tender

PART2: ITT Specification of works, prepared by Chris Hunter, Scott and Co: To be priced by the bidder

PART 3: Plans and Building Surveys

PART 4: Response to the Tender (quality questions, standard checklist): To be completed by the bidder:

PART 5: Form of Tender and Certificates: To be completed by the bidder, together with the priced specification:

To submit a bid, please read the guidance and complete the submission documents, as set out, together with the required documents and insurances (and any other background information) by the deadline.

Correspondence or any requests for clarification should be directed to the mailbox tenders@stives-tc.gov.uk with a subject line as follows: Strictly Confidential – Refurbishment and Associated Works - St Ives Market House - [your company name]. Proposals should be submitted no later than midday on 7th January 2025.

We look forward to receiving your tender.

Yours faithfully,



Louise Dwelly

Town Clerk



|  |
| --- |
| PART 1: INVITATION TO TENDERStIves-ITT-00011-24Market House Refurbishment and Associated Works*Opening up works at ground floor through a former retail unit, creation of accessible toilet, replacement of staircase and lift access to the first floor. General external refurbishment works and internal refurbishment of the first floor of Market House, including floor strengthening works to create an Archive space.* |

|  |
| --- |
| NAME OF AUTHORITY: St Ives Town Council  |
| TENDER FOR: Market House refurbishment and associated works: *opening up works at ground floor through a former retail unit, creation of accessible toilet, replacement of staircase and lift access to the first floor. General external refurbishment works and internal refurbishment of the first floor of Market House, including floor strengthening works to create an Archive space.*  |
| CONTRACT NOTICE REFERENCE NUMBER: reference StIves-ITT-00011-24  |
| TENDER RETURN DATE AND TIME (**DEADLINE**): **Midday Tuesday 7th January 2025** |

##

## 1. Introduction and Background

### 1.1 Contents of the ITT

This Invitation to Tender (**ITT**) comprises:

This bidding document including instructions to bidders, conditions of tender and the key dates. The award criteria are also provided.

* Part 1: (this document) Invitation to Tender - Background Information, Instructions and Conditions of Tender
* PART 2: ITT Specification of works, prepared by Chris Hunter, Scott and Co: **To be priced by the Bidder**
* PART 3: Plans and Building Surveys
* PART 4: Response to the Tender (quality questions, standard checklist): **To be completed by the bidder:**
* PART 5: Form of Tender and Certificates: **To be completed by the bidder, together with the priced specification:**

### 1.2 Introduction to the Council

A contract notice was placed on Contract Finder with reference StIves-ITT-00011-24 and the ITT was made available on Monday the 16th of December 2024.

The Council is conducting the procurement using the open procedure in accordance with the requirements of the Public Contracts Regulations 2015 (*SI 2015/102*) (PCR 2015) for the purpose of procuring capital works described in the Specification.

This ITT contains further information about the procurement process, the works, and assessment questions for Bidders to complete. Each Bidder's response (**tender submission**) should be detailed enough to allow the Council to make an informed selection of the most appropriate solution.

St Ives Town Council (“the Council”) owns the Market House building. The building is Grade II Listed and has been in the ownership of the Council since its creation as a Town Council in 1974. The building was the former town hall, market, courthouse, and jail during its lifespan. The current stone structure was built in 1830, replacing a much earlier Market House structure that stood on the same site, with the same name.

###  1.2 Introduction to the Project at Market House

The Town Council has established a strong and effective partnership with the St Ives Archive, an independent charity. Following the departure of a long-standing tenant from the first floor of Market House in 2022, the Town Council began collaborating with the Archive to secure funding for refurbishing the space to serve as its new home. This relocation will move the Archive from its current premises outside the town centre back into the heart of St Ives, enhancing its long-term sustainability by increasing visibility and footfall.

Funding for the refurbishment works has been secured from two public sector funding sources:

* **A Community Ownership Fund grant** which must be fully spent by **1st April 2025**.
* **A Town Deal Enterprise Grant**, which must be fully spent by **31 December 2025**.

The Council and the Archive must adhere to grant funding terms which will require the keeping of up to date accounts and records of the receipts and expenditure associated with grant funding. All invoices, receipts and accounts will be retained for audit and inspection purposes.

The total funding envelope for the construction element of the project is £240,000. Given the differing deadlines for expenditure, the project delivery must be carefully programmed, to ensure that the envelope of works, to be funded from the £250,000 grant funding is clearly packaged and utilised within the timeframe of the Community Ownership Fund.

A building survey, commissioned during the project development phase, concluded that the structure is in sound overall condition but requires a programme of refurbishment works. The survey is included in PART 3 for reference.

Key proposals include addressing inappropriate alterations made to the building in the past, such as the removal of a steep, wide staircase installed during previous modifications. A new staircase with a shallower rise will be constructed, alongside the installation of a platform lift, ensuring full accessibility to the first floor.

To accommodate the heavy archive material, a roller-racking system is planned for the first floor. Structural supports will be installed on the ground floor to ensure the system’s weight is adequately supported.

All proposed alterations have received the necessary Listed Building Consent.

### 1.3 Value of the contract

Based on surveys and estimates, the anticipated value of the works will not exceed the budget and funding threshold of **no greater than £240,000**.

###  1.4 Contract Timetable

The Council is not specifying a commencement date – this will be by negotiation with the successful bidder. However, time is of the essence and the tender evaluation will be weighted towards contractors able to comply with a very limited contract window. Due to the two separate funding deadlines, any works being supported by the Community Ownership Fund grant as a package, must be completed **no later than 1st April 2025**.

Any works being supported by the Town Deal Enterprise Grant must be completed no later than 30th June 2025. However, tenders should assume that all works shall be delivered in one phase.

###  1.5 Purpose and scope of this ITT

This ITT:

* Asks bidders to submit their tender in accordance with the instructions set out in the remainder of this document.
* Sets out the overall timetable and process for the procurement.
* Provides Bidders with sufficient information to enable them to submit a compliant tender.
* Sets out the Award Criteria that will be used to evaluate the submission.
* Explains the administrative arrangements for the receipt of submission.
* Unless otherwise indicated, all words and expressions used in these Instructions to Bidders with an initial capital letter shall have the meanings set out in the Conditions of Contract.

###  1.6 Clarifications about the proposed works

This ITT should provide all the information required at this stage. However, bidders are free to ask questions or seek clarification as appropriate to enable them to complete their Tender.

Questions must only be asked via the email tenders@stives-tc.gov.uk specifying ***Market House Refurbishment and Associated Works - request for clarification*** in the subject line for of the email.

The Council will respond to all reasonable clarifications as soon as possible through publishing questions and the Council's response to them on via an email (**Clarifications Log**). The Council is committed to maintaining a competitive and transparent procurement process including ensuring that information given in response to Bidders’ questions is equally available to all.

The deadline for receipt of clarifications relating to the Works or this ITT is set out in paragraph 2. The Council reserves the right not to answer questions received after this date.

Bidders should note that it is their responsibility to review all previous questions and answers that have been asked and answered as well as any additional information that might be circulated by email from time to time. Therefore, it is recommended that Bidders regularly check their emails and keep their email addresses up to date.

Bidders are advised not to rely on communications from the Council in respect of the Works or ITT unless they are made in accordance with these instructions.

The Council reserves the right to issue amendments or modifications to the ITT. Any such amendments will be issued to all Bidders simultaneously directly and Tenders will be assumed to take such amendments, and any modifications or amendments arising from the ITT, into account.

### 1.7 Clarifications about the contents of the Tender

The Council reserves the right (but is not obliged) to seek clarification of any aspect of a Tender during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Bidders are asked to respond to such requests promptly. Vague or ambiguous answers are likely to score poorly or render the Tender non-compliant.

## 2. Tender Timetable

### 2.1 Key dates

This procurement will follow a clear, structured, and transparent process to ensure a fair and level playing field is maintained at all times, and that all Bidders are treated equally.

The key dates for this procurement (**Timetable**) are currently anticipated to be as follows:

|  |  |
| --- | --- |
| **Event**  | **Date**  |
| Deadline for receipt of clarifications  | Monday 23rd December 2024  |
| Target date for responses to clarifications  | Friday 3rd January at midday |
| Deadline for receipt of Tenders  | Tuesday 7th January 2025 |
| Evaluation of Tenders and internal approval process  | Wednesday 8th January 2025 |
| “Standstill” Letters issued  | Wednesday 8th January 2025 |
| "Standstill" period  | Wednesday 8th January 2025 |
| Confirm contract award  | Friday 17th January 2025  |
| Practical Completion Date for works covered by the Community Ownership Fund | Tuesday April 1st 2025  |
| Practical Completion Date for works covered by the Town Deal Enterprise Grant Fund | Monday 30th June 2025 |

Any changes to the procurement timetable shall be notified to all Bidders as soon as practicable.

###  2.2 Deadline for receipt of Tenders

Responses to this ITT must arrive at the address and in the manner prescribed under paragraph 3.1 no later than the Deadline.

Any Tender received after the Deadline shall not be opened or considered. The Council may, however, in its own absolute discretion extend the Deadline and in such circumstances the Council will notify all Bidders of any change.

###  2.3 References

Bidders are requested to supply three references. References will be used to verify the technical proposals put forward in the Tender and will not be scored.

The Council reserves the right to seek references from any of the Bidders’ customers, including the Council, whether or not the Bidder has listed such customers as referees.

###  2.4 Site visits

The Council recommends that prior to bidding, all Bidders should undertake site visits to ascertain the nature of the sites, local conditions which are likely to affect the delivery of the Services.

### 2.5 Contract award

The Council may award the Contract(s) on the basis of a Tender submitted in accordance with the instructions below.

Following submission of tenders, they will be evaluated in accordance with the methodology set out at 3.4 in this ITT. The Bidder who submits a Tender with the highest overall score will be the most economically advantageous Tender and will be selected as the Successful Bidder.

Contract award is subject to the formal approval process of the Council. Until all necessary approvals are obtained and the standstill period completed, no Contract(s) will be entered into.

Once the Council has reached a decision in respect of a contract award, it will notify all bidders of that decision and provide for a standstill period in accordance with the PCR 2015 before entering into any Contract(s).

### 2.6 Debrief

The contract award notification will be sent to each. The Council will inform all unsuccessful Bidders of the identity and relative advantages and characteristics of the successful Tender as compared with the addressee's Tender.

##  3. Tender completion information

###  3.1 Formalities

Documents comprising the Tender (The Priced Specification Document (Part 2), Completed Part 4 (the quality questionnaire) and Completed Part 5 (the form of tender and certification), together with any supporting information) must be completed and sent by email to tenders@stives-tc.gov.uk with “Market House Refurbishment and Associated Works” as the subject line of the email by the Deadline.

The following requirements must be adhered to when submitting Tenders:

* The pages of the Tender documents must be numbered sequentially as "Page [x] of [xx]" and include the date and title of the document on each page of the main body.
* Any additional pre-existing material which is necessary to support the Tender should be included as schedules with cross-references to this material in the main body of the Tender. Cross-references to this ITT should also be included in the Tender whenever this is relevant.
* Where documents are embedded within other documents, Bidders must provide separate copies of the embedded documents as attachments.
* The Tender must be in English and drafted in accordance with the drafting guidance set out in this ITT.
* Each Tender must be uniquely named or referenced.
* The Tender must be clear, concise, and complete. The Council reserves the right to mark a Bidder down or exclude them from the procurement if its Tender contains any ambiguities, caveats or lacks clarity. Bidders should submit only such information as is necessary to respond effectively to this ITT. Tenders will be evaluated on the basis of information submitted by the Deadline.
* The Bidder must provide an executed **Form of Tender (Part 5).** Where the Bidder is a company, the Tender must be signed by a duly authorised representative of that company. Where the Bidder is a consortium, the Tender must be signed by the lead authorised representative of the consortium, which organisation shall be responsible for the performance of the Contract. In the case of a partnership, all the partners should sign or, alternatively, one only may sign, in which case they must have and should state that they have authority to sign on behalf of the other partner(s). The names of all the partners should be given in full together with the trading name of the partnership. In the case of a sole trader, they should sign and give their name in full together with the name under which they are trading.

###  3.2 Submission of Tenders

Each Bidder must submit a Tender which meets the Council's minimum requirements, operate as a standalone bid and not be dependent on any other bid or any other factors external to the Tender itself. That is, the Tender must be capable of being accepted by the Council in its own right.

**3.3 Conditions of Tender**

By submitting a Tender, Bidders are agreeing to be bound by the terms of this ITT and the Conditions without further negotiation or amendment.

If the terms render the proposals in the Bidder's Tender unworkable, the Bidder should submit a clarification in accordance with paragraph 1.7 and the Council will consider whether any amendment to them is acceptable.

The Contract will be in the form of a JCT minor works contract, which includes the terms of the Tender documents. The successful Bidder will be required to enter into the Contract promptly and shall not commence the provision of the Services nor be entitled to any remuneration whatsoever until it has done so unless otherwise expressly agreed at its discretion by the Council.

The successful Bidder shall be liable for any loss or damage incurred by the Council if the Services cannot be concluded on the Completion Date as a result of the successful Bidder’s failure to execute the Contract properly.

**3.4 Award Criteria**

Each Tender will be checked for completeness and compliance with all requirements.

The successful bid will be selected through evaluation by review panel to determine the most economically advantageous offer based on the following award criteria:

|  |  |
| --- | --- |
| **Criteria**  | **Score** **%**  |
| Skills and experience (of the company and project team)  | 25  |
| Track record (based on the references and projects provided)  | 10  |
| Cost of work (exc VAT) including travel and other expenses. The lowest price will be awarded the full 50%. Other bids will be awarded a mark that is proportionate to the level of their bid in comparison to the lowest bid.  |   40   |
| Financial Standing  | 10  |
| Social value – how the proposal will improve the economic, social and environmental well-being of the area. This might include employing apprentices, recruiting employees or subcontractors locally, paying the living wage, and environmental benefits.  |  5 |
| Start date – how soon work can start  | 5 |
|  Completion date in line with the two funders requirements | 5 |

**The review panel will award marks depending upon assessment of the tender submissions using the following scoring:**

|  |  |
| --- | --- |
| Judgement  | Interpretation  |
| 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.  |
| 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.  |
| 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.  |
| 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.  |
| 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.  |
| 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, St Ives Town Council reserves the right to seek clarification in writing from the proposers, to assist it in its consideration.

Proposals will be evaluated to determine the most economically advantageous offer taking into consideration the award criteria weightings in the table above.

St Ives Town Council is not bound to accept the lowest price, nor any proposal put forward and will not reimburse any expense incurred

### 3.5 Documents forming the contract

The following documents shall form part of the Contract between the Council and the Contractor:

* JCT minor works contract.
* Specification.
* Approved plans – planning portal reference(s):
1. **PA24/01083** Listed Building Consent for refurbishment works to Market House
2. **PA24/07257** Listed Building Consent for structural supports for roller-racking storage solution
* Submitted documentation.

**4.0 Council’s Warranties and Disclaimers**

The Council may require further information as appropriate and assess this as part of the evaluation process.

The Applicant shall have no claim whatsoever against the Council in respect of such matters and in particular (but without limitation) the Council shall not make any payments to the successful Applicant save as expressly provided for in the Contract and (save to the extent set out in the Contract) no compensation or remuneration shall otherwise be payable by the Council to the Applicant in respect of the services by reason of the specification being different from that envisaged by the Applicant or otherwise.

Whilst the information in this document has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. With the exception of statements made fraudulently, the Council does not accept any liability or responsibility for the adequacy, accuracy or completeness of such information. The Council does not make any representation or warranty (express or implied) with respect to the information contained in the document or with respect to any written or oral information made or to be made available to any Applicant or its professional advisors.

Each Applicant to whom the document is sent must make its own independent assessment of the proposed terms after making such investigation and taking such professional advice as it deems necessary to determine its interest in the Contract.

This document is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded the Applicant to bid or enter into any other contractual agreement. Under no circumstances shall the Council be liable to an Applicant in respect of any costs incurred by an Applicant (whether directly or otherwise) in relation to the preparation or submission of an offer.

### 5.0 The Bribery Act

The Bribery Act 2010 requires Public Bodies to ensure that they have procedures in place to prevent bribery by persons associated with them. As part of this responsibility all Applicants should make themselves aware of the obligations set out at [http://www.justice.gov.uk/legislation/bribery.](http://www.justice.gov.uk/legislation/bribery)

### 6.0 Public Services (Social Value) Act

The Public Services (Social Value) Act 2012 brings in a statutory requirement for public authorities to have regard to economic, social and environmental well-being in connection with public services contracts in a way that is relevant to the subject matter of the contract and compliant with the Public Contracts Regulations 2015. Applicants must note that they may be asked to comply with particular requirements based around such considerations as part of the selection and/or award process.

**7.0 Freedom of Information Act 2000 and Environmental**

## Information Regulations 2004 and Data Protection Act 2018

The Council is subject to the provisions of the Freedom of Information

Act 2000 (“FOIA”) and the Environmental Information Regulations 2004 (“EIR”). This provides that anyone can ask the Council for any information held by it, or on its behalf and, unless an exemption applies, the information must be supplied. This means that all the information which an Applicant has provided in respect of this procurement and may provide in future to the contracting authorities will be subject to the FOIA or EIR.

In the absence of special circumstances, any part of the procurement documentation may be regarded as not subject to any exemptions, and therefore capable of being disclosed under the FOIA or EIR.

In respect of any completed Bid, where the Council is required to consider whether any information contained therein should be disclosed further to the FOIA, it will be necessary to consider whether any exemption applies. Where the Applicant considers that any of the information contained in its Bid is subject to any exemption, this shall be stated in the submitted documentswith an explanation setting out what exemption it considers applicable and the reasons for it. The Council may have regard to this explanation when considering its response to FOIA requests.

The attention of Applicants is drawn to Section 43 of the Freedom of Information Act Guidance:

[Freedom of information and Environmental Information Regulations | ICO](https://ico.org.uk/for-organisations/foi/freedom-of-information-and-environmental-information-regulations/)

[w](http://www.ico.gov.uk/for_organisations/guidance_index/freedom_of_information_and_environmental_information.aspx)hich provides that information may be exempt information if it constitutes a trade secret, or if its disclosure would, or would be likely to, prejudice the commercial interests of any person (including the Council). Applicants are further advised that, if the Council considers this exemption applies, it will then be necessary for the Council to determine whether the public interest in maintaining the exemption outweighs the public interest in disclosing the information.

### 8.0 Transparency in Local Government

As part of the transparency agenda, the Government has made the following commitments for procurement and contracting. Local authorities must publish details of any contract, commissioned activity, purchase order, framework agreement and any other legally enforceable agreement with a value that exceeds £5,000. The Council may also publish the contract entered into with the successful Applicant. In making publication the Council intends to follow guidance set out in A practitioner’s guide to publishing information in accordance with the local government Transparency Code 2015.

### 9.0 GDPR and Data Protection Act 2018

The Applicant and Council shall comply with the provisions of the EU General Data Protection Regulation (GDPR) and the DPA 2018 where it applies in regard to any contract resulting from this procurement procedure.

### 10.0 Counter Terrorism and Security Act 2015

Section 29 of the Counter Terrorism and Security Act 2015 places a duty on Local Authorities in the performance of their duties to have “due regard to the need to prevent people from being drawn into terrorism”. The Act requires the Council to ensure that its procedures help to ensure a better understanding of radicalisation so that strategies can be put in place to deal with it. As part of this responsibility all Applicants should make themselves aware of the obligations set out at http://www.legislation.gov.uk/ukpga/2015/6/contents.

### 11.0 Modern Slavery Act 2015

Regulation 19 of the Modern Slavery Act 2015 incorporates the offences under Section 1, 2 or 4 of the Modern Slavery Act 2015 into Regulation 57 of the Public Contract Regulations as grounds for mandatory exclusion at selection stage. Section 54 of the Act also requires businesses which meet certain criteria to prepare and publish a slavery and human trafficking statement.

As part of this responsibility all Applicants should make themselves aware of the obligations set out at [http://www.legislation.gov.uk/ukpga/2015/30/contents/enacted.](http://www.legislation.gov.uk/ukpga/2015/30/contents/enacted)

### 12.0 Late Payment

The Council must maintain compliance with the following legislation:

Late Payment of Commercial Debts (Interest) Act 1998

Late Payment of Commercial Debts Regulations 2002

Late Payment of Commercial Debts Regulations 2013

In the with the legal regime, the Council requires that all contracted suppliers pay their sub-contractors within 30 days. Businesses are also entitled to charge statutory interest of 8% plus the Bank of England base rate.

### 13.0 Study of the Document

Documents issued by the Council to a prospective Applicant must not be passed on to a third party without the express permission of the Council.

* Applicants are expected to read, understand and agree to the documents as set out (including the terms and conditions) of the document as they will in their entirety form part of the resultant Contract.
* The Applicant is required to obtain all information as it may require them to make a Bid. The Applicant shall be deemed to have satisfied itself as to the correctness and sufficiency of its Bid. No claims whatsoever shall be entertained arising out of the Applicants failure to study the documents; the information provided will be relied upon as being true and accurate and will form part of the Contract with the successful Applicant. If any of the information given by your organisation within the document is subsequently identified as being inaccurate, this may exclude your organisation from further consideration.
* The Applicant’s price shall (except in so far as it is otherwise provided in the Contract) cover all obligations under the Contract and Applicants shall also be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect its Bid.
* The Applicant is responsible for all costs, expenses and liabilities incurred by the Applicant in connection with preparing its Bid.

### 14.0 Consortia and Sub-contracting

Where an Applicant wishes to make its application as a Consortium or utilising subcontractors the Council advises the group of organisations to select a Lead Applicant in whose name the Bid is to be submitted. The Lead Applicant is advised to confirm precisely what the arrangements are within its Bid including providing the names of all of the organisations to be involved, the nature and extent of their involvement and proposals regarding the structure and management of the Consortium or arrangements. Such details should be provided within the Selection Questionnaire where appropriate and should enable the Council to assess the overall Consortium or core supply base. All members of the consortium are required to provide the information required in all sections of the Selection Questionnaire.

The Lead Applicant should provide details of the actual or proposed percentage shareholding of the constituent members within the Consortium or the exact nature of and degree to which the Supplies/Services to be sub-contracted. Applicants that wish to bid as a Consortium or sub-contractor are discouraged from also making their own individual application or from participating in Consortia or providing sub-contracting arrangements for multiple Lead Applicants.

The Council recognises that arrangements in relation to Consortia and sub-contracting may (within limits) be subject to future change. Applicants should therefore respond to this opportunity in the light of the arrangements as they are currently envisaged. Applicants are informed that any future change in relation to Consortia and sub-contracting must be notified to the Council during the procurement process or in the event that they are the successful Contractor and, in any event, as soon as that change is known.

The Council may then make a further evaluation of that Applicant or Contractor by applying the Selection criteria to the new information provided. In the event that the Council’s evaluation of the new information results in an outcome that is different from the original, it reserves the right to deselect that Applicant from the process on those grounds and the Applicant shall be notified accordingly. As such, the Lead Applicant shall undertake to ensure that any change to its Consortium or sub-contractors shall not have a negative impact upon the arrangements.

If a Consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided. Where the proposed Lead Applicant is a special purpose vehicle or holding company, information should be provided regarding the extent to which it will call upon the resources and expertise of its members.

Please note that the Council reserves the right to require a successful Consortium to form a single legal entity in accordance with Regulation 19 of the Public Contracts Regulations 2015. Where an Applicant requires additional time in the procurement process to establish relationships with suitable consortia partners it is advised to notify the Council at the earliest convenience and request an extension to the procurement timescales. Applicants may do this through the messaging facility described at the clarification section.

### 15.0 Discrepancies, Omissions and Errors

Should the Applicant find discrepancies in, or omissions from, the procurement documents, the Council shall be immediately notified by the Applicant: Should any additions or deletions arising from such notification, or in the event that the Council requires an amendment to be made, these will be issued by the Council to all Applicants and will be deemed to form part of the documentation. The Council reserves the right to extend any date of submission accordingly.

**16.0 Terms and Conditions**

* The applicable terms and conditions accompany this Tender. Applicants will be required to declare that they have read and understood and will comply with said clauses as part of the submission process.
* Any queries regarding the terms and conditions, including an Applicant’s request to suggest alternative drafting on some or all of the clauses contained therein, may be raised during the clarification period and in accordance with the Clarification Process. The Council requests that Applicants’ comments, queries and/or suggestions are clear and precise, otherwise they may be rejected.
* Where the Council is in agreement with any changes to the terms and conditions proposed during that period, it will update the relevant documentation and all Applicants will be notified accordingly. The Council reserves the right to extend the submission deadline date in order to allow Applicants sufficient time to take these changes into account. Where the Council is not in agreement with any changes those proposals shall have been judged to have been rejected and the Council shall provide an explanation to the Applicants as to the reason/s why it has been judged so.
* When the period for clarification has closed Applicants shall no longer be allowed to raise any further queries regarding the terms and conditions and the Applicant shall not be permitted to reserve their right to comment or negotiate upon the terms and conditions at any point thereafter.
* Applicants are required to agree to the terms and conditions associated with this procurement opportunity as part of the submission process and the Council reserves its right to class any Bid submitted to the contrary as noncompliant. All such Applicants shall be judged to have failed with their submitted Bids, shall be evaluated no further and notified accordingly.
* The Contractor(s) shall accept the terms and conditions as they are drafted in the final Contract. No further negotiation shall take place nor changes allowed. Where a Contractor disputes this position the Council reserves the right to withdraw the Contract award and class the submission as non-compliant.

### 17.0 Requests for Clarification

Upon commencement of the procurement process the Applicant shall not approach any elected member or officer of the Council in relation to the opportunity, other than by using the agreed contact email.

Applicants should note that unless your question is innovation based, responses will be provided to all Applicants. Where a question is of a commercially confidential nature and the Applicant does not wish it or the associated answer to be shared with other Applicants, the Applicant shall state this clearly within its question. The identity of Applicants raising any questions will remain confidential.

Relevant questions together with the answers will be posted on **Contracts Finder** and on the relevant page of the Council’s website [www.stivestowncouncil-cornwall.gov.uk](http://www.stivestowncouncil-cornwall.gov.uk/) and it will be the requirement for the Applicant to check any updates.

When Applicants first access the procurement documentation, they should satisfy themselves that they have seen any messages posted. It is in the Applicant’s interest to visit the messages area regularly as clarifications may fundamentally affect their planned response.

If during the period, the Council as awarding issues any circular letters to Applicants in order to clarify or alter part of the documents then such circular letters shall form part of the Contract and Applicants shall be deemed to have taken account of them in preparing their Bid. Applicants shall promptly acknowledge any circular letters that they receive.

### 18.0 Completion of the Documentation

For the avoidance of doubt, the following must be completed and submitted by the Applicant in order to be considered by the Council as a fully complete and compliant Bid.

* a priced proposal in response to the Specification at PART 2
* a copy of a completed Risk and Method Statement
* a copy of the completed response to the tender document) quality questions, standard checklist completed) PART 4
* the completed Form of tender and signed certification PART 5
* copies of insurance documents
* any other documentation required by the technical specification.

Any Bids made omitting any of the sections, or any of the requirements therein, will be considered as incomplete and may be disqualified from further evaluation and therefore exclusion from the procurement process.

Documents should only be completed and submitted in the format in which they currently appear. It is essential that Applicants do not reformat or re-brand any of the procurement documentation in accordance with their own standards on formatting.

Applicants will answer all appropriate questions and sign (if possible) where specified. Applicants will clearly reference its replies and any supporting documentation. Any proformas must be fully completed even if your organisation has previously submitted Bids to the Council. It is not sufficient to cross refer to previous responses.

Where an Applicant requires assistance in completing the documents or meeting the submission requirements it is advised to notify the Council at the earliest convenience and request additional support, to include meeting with the Council’s Authorised Officer.

### 19.0 Applicant Site Visits

The Applicant may visit the site prior to completing its offer to ensure that it is fully familiar with the site location. The information in the attached schedules is given as an indication of the general requirements of the Contract. Claims on the grounds of lack of knowledge of site locations/conditions will not be accepted.

### 20.0 Return of Documents

* Documents must be returned in the correct and proper process for submitting the Applicant’s Bid electronically. All Bids shall be submitted via the email address highlighted tenders@stivestc.gov.uk quoting the StIves-ITT-00011-2024 reference in the subject line.
* Applicants will not email their Bids directly to any named person(s) within the Council.
* Applicants will not send their Bids to the Council in a paper or other ‘hard’ format unless specifically requested to do so within the associated bid documentation.
* It is the Applicant’s responsibility to ensure that its Bid is submitted prior to the deadline date/time.
* Any submissions that do not accord with the guidelines set out above shall be considered as non-compliant and will be treated as such.
* Submissions must be received in advance of the deadline in order to qualify as timely offers. As such, Applicants are urged to make their submission well in advance of the stated deadline in order to avoid such issues as technical difficulties with the electronic system that may be due to the high volume of traffic attempting to submit offers, for example.
* Submissions made after the date and time specified on the documents or to a different address, electronically or otherwise, will not be considered under any circumstances.

### 21.0 Applicant’s Warranties

In submitting their Bid, the Applicant warrants and represents and undertakes to the Council that it has not done any of the acts or matters referred to in Regulation 57 of the Public Contracts Regulations 2015 and has complied in all respects with the requirements;

* it has full power to enter into the Contract and provide the Services and will be requested produce evidence of such to the Council;
* it is of sound financial standing and the Applicant and its partners, directors, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the audited accounts or other financial statements of the Applicant submitted to the Council) which may adversely affect such financial standing in the future.

### 22.0 Evaluation of Bids

All Bids will be treated equally and assessed with transparency throughout the evaluation process. The successful offer(s) will be that which achieves the highest score within a best value framework (optimum combination of whole-life costs and quality) in line with the best value principles of Most Economically Advantageous Tender (MEAT).

The evaluation process is a critical part of the procurement process and is the means by which the Council is able to assess to whom it wishes to award the Contract.

The information disclosed by Applicants in its Bid will be used for the purposes of evaluation and shall form part of the resultant Contract. The Council’s evaluation will consist of two (2) distinct stages: Selection and Award.

Any responses to any of the Selection or Award questions or any other part of your Bid that are later found to be incorrect may lead to you being exempted from this procurement process or any future procurement process lead by the Council and could cause the termination of any resultant Contract.

### 23.0 Applicant’s Price

The price offered by the Applicant shall be firm and fixed for the duration of the Contract. Any percentage discounts that may be applied must be detailed by the Applicant in its Bid. Price variation during the Contract term will be by negotiation only via formal performance review meetings. Any price variations will not take effect until they have been mutually agreed by both the Council and Applicant and the former receives confirmation in writing from the latter.

All prices submitted shall be in pounds sterling and shall be exclusive of Value Added Tax (VAT).

The Applicant’s price will be evaluated in accordance with the scoring methodology and weightings as set by the Council and declared within the ITT document.

### 24.0 Errors and Omissions in the Applicant’s Bid

If the Council discovers errors or omissions in the Bid, the Applicant may be required to justify the price or item(s) concerned. Any price adjustments to the Bid made by agreement between the parties concerned shall be confirmed in writing by the Applicant to the Council before final acceptance of the Bid.

### 25.0 Abnormally Low Bids

In the event that the Council receives a Bid which is abnormally low, in accordance with Regulation 69 of the Public Contracts Regulations 2015, it shall require the Applicant to explain in writing the price or cost proposed in the submission. The Council shall assess the information provided by the Applicant and may reject the Bid where the evidence supplied does not satisfactorily account for the low level of price or costs proposed.

### 26.0 Interview

The Council may invite up to two applicants, to attend an interview at which stage it will be a requirement to reinforce your position. This will be used to finalise the quality assessment of the Bid.

### 27.0 Rejection of Offers

* The Council may at its absolute discretion refrain from considering or reject a Bid if:
* It is incomplete or vague or is submitted later than the prescribed date and time; or
* It is not in accordance with the approved format and all other provisions of the documents; or
* is in breach of any condition contained within it.

The Council reserves the right, subject to relevant legislation, at any time to reject any Bid and / or terminate the procurement process with one or all of the Applicants.

The Council reserves the right to disqualify any or all Applicants who make material changes to, or (in the Council’s opinion) a material change takes place in respect of, any aspect of either its pre-qualification submission or bid unless substantial justification can be provided.

Any submission in respect of which the Applicant:

* has directly or indirectly canvassed any Official, Member, Officer, Agent or Advisor of the Council or
* obtained information from any other person who has been contracted to supply Supplies or provide the Service to the Council concerning the award of the Contract or
* who has directly or indirectly obtained or attempted to obtain information from any such Official, Member, Officer, Agent or Advisor concerning any other Applicant or
* fixes or adjusts the prices by or in accordance with any agreement or arrangement with any other person
* or communicates to any person other than the Council the price or approximate price except where such disclosure is made in confidence in order to obtain Tenders necessary for the bid preparation or for the purposes of insurance or financing
* or enters into any agreement with any other person that such other person shall refrain from submitting an offer or shall limit or restrict the prices to be shown or referred to by another Applicant; or offers to agree to pay to any person having direct connection with the procurement process or does pay or give any sum of money, inducement or valuable consideration, directly or indirectly, for doing or having done or causing or having caused to be done in relation to any other Applicant or any other person’s proposal, any act or omission shall not be considered for acceptance and shall accordingly be rejected by the Council provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Council or any criminal liability which such conduct by an Applicant may attract.

### 28.0 Acceptance of Offers

The Council does not bind itself to accept the lowest or any Tender, and reserves the right to accept a Tender either in whole or in part, or such item or items specified in the procurement documents, and for such place or places of delivery as it thinks fit, each item and establishment being for this purpose considered as bid for separately, or to make no award at all.

### 29.0 Award of Contract

Submitted documents shall constitute an irrevocable offer to provide the Services. Any acceptance of it by the Council shall be communicated in writing to the Applicant. Upon such acceptance the Contract shall become binding on all parties.

The successful Applicant shall conclude a formal Contract with the Council, which shall embody the Applicant’s offer. No Applicant may consider itself successful unless and until a formal Contract has been signed by a Duly Authorised Officer of the Council and co-signed by the Applicant’s Authorised Officer.

The offer shall remain open for acceptance for a period of six (6) months from the closing date for the receipt of submission.