

# **Invitation to Tender**

## ***Penwith Gallery Studios 1-3 Reconfiguration***

**Ref: ST-00006**

## **1. About Penwith Galleries Limited (PGL)**

The Penwith Gallery is the home of the Penwith Society of Arts in Cornwall.

The Gallery, formerly an old pilchard packing factory, has a remarkable complex of buildings, including three public galleries, artists' studios, a print workshop, a sculpture courtyard, shop and archive.

The Society was founded in 1949 by Barbara Hepworth, Ben Nicholson, Peter Lanyon, Bernard Leach, Sven Berlin and Wilhelmina Barns-Graham, amongst others.

This association with so many progressive and influential artists has given the Penwith Society a unique place in British art history.

The Society moved to its present location in 1961 and the site was extended in the early 1970s to include a former underground car park and adjacent buildings.

A charitable company – Penwith Galleries Ltd – was created to arrange the programme of exhibitions, execute all gallery business and manage the entire complex.

Today the Penwith offers a year-round programme of exhibitions by Society Members and Associates, as well as those by other artists from Cornwall and further afield.

The Penwith continues to be at the forefront of presenting contemporary work of quality.

## **2. Background and Context**

Our project will involve the reconfiguration of and improvements to Studios 1-3 (situated above the gallery) to bring two currently uninhabitable studios back into use, better configure the space in Studio 3 (Porthmeor Print Workshop) and create a fourth studio for artists' use. This will include the installation of fire corridors and fireproof boarding throughout in accordance with current regulations, and new toilet facilities for tenants and pupils to replace the inadequate amenities currently in use.

The studios are situated in what was formerly St Peter's Loft, Peter Lanyon's school of painting with a separate entrance above the main gallery entrance accessed by a cobbled slope. Studios 1 and 2 are no

longer fit for purpose and have been redundant for some time. They need rewiring and reboarding with additional fireproof materials, and studio 1 is in need of proper fire exit access. The two studios share a site with Studio 3 which is the long-term home of the Porthmeor Printmakers Workshop. This space is still in use as a working and teaching space at present but requires significant works in order to continue to be a viable site in the future. Boards need replacing here too and proper toilet facilities need to be installed to replace the inadequate current amenities, and the layout itself is poorly arranged with a lot of dead space which could be repurposed to better effect. We intend to reconfigure the layout across all three current studios, moving Studio 1 to the other end of the Print Workshop, building a fire corridor, moving and improving the Printmakers Workshop office space and fume cupboard and creating a fourth studio for a new artist tenant.

We propose beginning the works in January 2024 during the gallery closure and completing the works by the end of February. This is typically a quiet time within the town with easier site access for contractors, and also coincides with a two-month period with no workshops booked at the Porthmeor Printmakers Workshop which would make it convenient for our current tenants. Building materials can be stored in the gallery courtyard which has its own street access, and the studios have a separate entrance so need not disrupt gallery business.

The purchase of this system is part of a grant funded application process and therefore procurement will be subject to grant approval of the project. We will assess tenders received on a Most Economically Advantageous Tender.

### **3. Tender requirements**

The successful tenderer will be expected to undertake the following activities as set out in the Schedule of Works and the following set of supporting documents which will form Enclosure 1:

- Existing floor plan with measurements
- Proposed floor plan with measurements
- Pic 1 – Studios 1 looking North towards original first-floor fire exit
- Pic 2 – Studio 1 looking South towards door into Print Workshop
- Pic 3 – Looking down main area of Print Workshop towards back office, away from Studio 1
- Pic 4 – Room 2 of Print Workshop showing entrance to Studio 2
- Pic 5 – Studio 2
- Contract Sum, Penwith Galleries Studios 1-3

Please note that a tenderer can propose an alternative product from those specified in the Schedule of Works providing they can demonstrate that the alternative meets or exceeds the specification in the Schedule of Works.

#### **4. Budget**

The total maximum budget available for this commission is £76,000.00 (exc VAT) but inclusive of all expenses.

**Tenders that exceed the total budget will not be considered.**

The budget will be reviewed as part of the tender evaluation detailed in Section 10 and will reflect the degree to which there is a saving on the maximum budget.

The tenderer is to complete the Contract Sum at Enclosure 2

#### **5. Tender and commission timetable**

The timescale of the programme is from the date of signing the contract until the 19 January 2024. The timetable for submission of the Tender, completion of the programme are set out below.

<b>Milestone</b>	<b>Date</b>
Date ITT available on Contracts Finder	28 <sup>th</sup> November 2023
Last date for raising queries	1700: 4 <sup>th</sup> December 2023
Last date for clarifications to queries	6 <sup>th</sup> December 2023
Deadline to return ITT	1700: 18 <sup>th</sup> December 2023
Evaluation of ITT	19 <sup>th</sup> – 20 <sup>th</sup> December 2023
Award of Contract	21 <sup>st</sup> December 2023
Planned start date of work	8 <sup>th</sup> January 2024
Completion of works no later than	1 <sup>st</sup> March 2024

#### **6. Tender submission requirements**

Please include the following information in your Tender submission.

6.1 Covering letter (two sides of A4 maximum) to include:

- a. A single point of contact for all contact between the tenderer and Penwith Galleries Limited during the tender selection process, and for further correspondence.
- b. Confirmation that the tenderer has the resources available to meet the requirements outlined in this brief and its timelines
- c. Confirmation that the tenderer holds current valid insurance policies as set out below and, if successful, supporting documentation will be provided as evidence:
  - i. Professional Indemnity Insurance with a limit of indemnity of not less than one million (£1,000,000),
  - ii. Employers Liability Insurance with a limit of indemnity of not less than five million (£5,000,000)
  - iii. Public Liability Insurance with a limit of indemnity of not less than five million (£5,000,000).
- d. Conflict of interest statement

6.2 Provide two examples of previous projects which you feel demonstrate your ability to deliver this type of project. (maximum 1 page of A4 per example).

6.3 Provide experience of the project manager and the senior tradespeople which demonstrates their building experience. (maximum 1 page of A4 per example).

6.4 Budget. Completed Contract Sum.

## 7. Sub-contracting

Tenderers should note that a consortia can submit a tender but the sub-contracting of aspects of this commission after appointment will only be allowed by prior agreement with Penwith Galleries Limited.

## 8. Conflicts of Interest

Tenderers must provide a clear statement with regard to potential conflicts of interests. Therefore, **please confirm within your tender submission** whether, to the best of your knowledge, there is any conflict of interest between your organisation and Penwith Galleries Limited or its programme team that is likely to influence the outcome of

this procurement either directly or indirectly through financial, economic or other personal interest which might be perceived to compromise the impartiality and independence of any party in the context of this procurement procedure.

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

## **9. Tender clarifications**

Any clarification queries arising from this Invitation to Tender which may have a bearing on the offer should be raised by email to:

[julia@penwithgallery.com](mailto:julia@penwithgallery.com)

in accordance with the Tender and Commission Timetable in section 5.

Responses to clarifications will be anonymised and uploaded by Penwith Galleries Limited to Contracts Finder and will be viewable to all tenderers.

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

## **10. Tender evaluation methodology**

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

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

Ref 6.1 Covering Letter	
Acceptable covering letter including confirmation of the requirements detailed at 6.1	Pass/ Fail
Ref 6.2	20

Provide two examples of previous projects which you feel demonstrate your ability to deliver this type of project. (maximum 1 page of A4 per example).	
Ref 6.3	20
Provide experience of the project manager and the senior tradespeople which demonstrates their building experience. (maximum 1 page of A4 per example).	
Ref 6.4 Budget	60
A <b>fixed fee</b> for this work (exc VAT) including travel and other expenses  The lowest bid will be awarded the full 60marks. Other bids will be awarded a mark that is proportionate to the level of their bid in comparison to the lowest bid i.e. Marks awarded = 60 x lowest bid / bid	

## 11. Assessment of the Tender

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

Scoring Matrix for Award Criteria		
Score	Judgement	Interpretation
100%	Excellent	Exceptional demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services. Full evidence provided where required to support the response.
80%	Good	Above average demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services. Majority evidence provided to support the response.
60%	Acceptable	Demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services, with some evidence to support the response.
40%	Minor Reservations	Some minor reservations of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the

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

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

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

## **12. Tender Award**

Any contract awarded as a result of this tender process will be based on the JCT Minor Works Contract.

## **13. Tender returns**

Tenders are to be returned by email.

Tenders are to be returned in accordance with Section 5

Latest date to be returned: As per Section 5

Latest time to be returned: 17:00

Emailed tenders should be sent electronically to

[julia@penwithgallery.com](mailto:julia@penwithgallery.com)

with the following message clearly noted in the Subject box; 'Penwith Gallery Studios 1-3 Reconfiguration

**Tenderers are advised to request an acknowledgement of receipt of their email.**

#### **14. Disclaimer**

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

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

Penwith Galleries Limited reserves the right to vary or change all or any part of the basis of the procedures for the procurement process at any time or not to proceed with the proposed procurement at all.

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

#### **15. Enclosures**

1. Document set
2. Contract Sum