



# **Capital Works Mini Competition Document**

***Proposed Renovation and Extension Works***

***Gosforth Public Hall***

***Gosforth, Seascale, Cumbria, CA20 1AS***

**NOTE: All mini competitions must be uploaded and returned via the Chest**

**The deadline for submission of all Tenders is:**

**August 15th 12:00PM**

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## **1. INTRODUCTION AND BACKGROUND TO SCHEME**

### **1.1 Background information**

The existing Building comprises of a Grade 2 listed property housing the local public library and attached is a 1900's addition comprising of Public Hall and Toilets. The project is to renovate the Listed Building throughout and to provide a new extension to the rear enabling better access to the facilities within. A minimal amount of external works are included.

It is intended to let the project with two phases of work:

Phase one – Listed Building

Phase Two – Extension and remaining works

### **1.2 Value of the contract**

The estimated value of the contract is £1.2million.

### **1.3 Clarifications about the schemes**

- a) Any communications and clarifications relating to this ITT must be electronically via Parish Council. The Parish Council reserves the right to issue supplementary documentation at any time during the tendering process to clarify any issue or amend any aspect of the ITT or ancillary documents. All such further documentation that may be issued shall be deemed to form part of the ITT and shall supplement and/or supersede any part of the ITT to the extent indicated.
- b) The Parish Council will respond to all reasonable clarifications as soon as possible electronically via Parish Council. and replies will be circulated to all Tenderers except where the information is of a commercially sensitive nature. The deadline for receipt of clarifications relating to this ITT is set out in the Timetable and no clarifications will be considered after the deadline. Tenderers should note the different deadlines for submission of legal clarifications.
- c) Tenderers are advised not to rely on communications from the Parish Council in respect of the works or this mini competition unless they are made in accordance with these instructions.

### **1.4 Clarifications about the contents of the Submission**

The Parish Council reserves the right (but shall not be obliged) to seek clarification of any aspect of a Tenderer's Tender during the evaluation phase where necessary and appropriate for the purposes of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly. Tenderers shall respond to such requests in the time scale specified when the

request is made. Failure to do so may result in inferences being made and/or disqualification of the Tender.

## 1.5 Checklist for Tenderers

Failure to provide all of the items in the checklist may cause your Tender to be non-compliant and be disqualified.

No	Item	Included in submission?
1.	Activity Schedule	
2.	All information requested as per Award Criteria in section 3.9	
3.	Certificate of non-canvassing and non-collusion	
4.	Form of Tender	

## 2. BID TIMETABLE

### 2.1 Key dates

- (a) This procurement will follow a clear, structured and transparent process to ensure that all Tenderers are treated equally and fairly at all times.
- (b) The key dates for this procurement (Timetable) are currently anticipated to be as follows:

Event	Date
Issue Mini Comp	18/7/25
Deadline for receipt of clarifications	8/8/25
Deadline for receipt of submissions	15/8/25
Evaluation of submissions	18/8/25
Intention to award contract decision	22/8/25
Contract return deadline	29/8/25
Contract start date	8/10/25

- (c) The Parish Council reserves the right to make any changes necessary to the Timetable. Any changes to the Timetable shall be notified to all Tenderers via Website as soon as practicable.

### 2.2 Deadline for Receipt of Tenders

- (a) Responses to this ITT must be sent in the manner prescribed under Section 3 no later than the Tender deadline. It is the responsibility of the Tenderer to ensure that the Tender is received by the Parish Council in advance of the Tender deadline as any tenders received after the deadline shall not be considered. The Parish Council may, however, in its own absolute discretion extend the Deadline and in such circumstances the Parish Council will notify all Tenderers of any change.
- (b) Tenderers' Final Tenders must remain valid for acceptance for a period of 180 days from the date of the Final Tender.

### **2.3 Intention to Award**

- (a) Contract award is subject to the formal approval process of the Parish Council. Until all necessary approvals are obtained and where applicable the standstill period and or call in periods are completed, no Agreement(s) will be entered into.
- (b) Once the Parish Council has reached a decision in respect of an award, it will notify all Tenderers of that decision in accordance with the PCR's and provide for a standstill and call in period(s) if applicable before entering into any Agreement(s).
- (c) The contract award notification will be sent to each Tenderer. The Parish Council will inform all unsuccessful Tenderers of the identity and relative advantages and characteristics of the successful Tender.

## **3. Submission completion information**

### **3.1 Formalities**

- a) Tender documents must be written in English and returned to the Parish Council by the Deadline set out in 2.1.
- b) Tenderers must ensure that they read and understand all of the Procurement Documents. The Procurement Documents do not purport to provide all of the information which may be necessary or desirable to enable a Tenderer to determine whether or not to respond to the ITT.
- c) Other than if the Parish Council becomes aware of any fraudulent misrepresentation, the Parish Council is not under, and does not assume, any obligation to update or supplement the Procurement Documents or to correct any inaccuracies or misrepresentations contained in or any omissions from the Procurement Documents, which may exist either at the date of these Conditions of Procurement or subsequently. Information contained in these Conditions of Procurement may change from time to time. The Parish Council reserves the right to amend any information contained in this ITT or any subsequent documentation issued in connection with the procurement.
- d) Any information provided to any Tenderer as part of the procurement is not intended to form the basis of any investment decision and should not be considered as an investment recommendation by the Parish Council or any of its advisers, agents and representatives.

- e) Where documents are embedded within other documents, Tenderers must upload clearly identifiable attachments to the Parish Council in Word, Excel or pdf format (unless otherwise instructed).
- f) The Tender must be clear, concise and complete and not qualified in any way. The Parish Council reserves the right exclude the Tender from the procurement if it is qualified, caveated, contains any ambiguities or lacks clarity. Tenders should only contain information necessary to respond effectively to this ITT. Unless specifically requested, extraneous presentation materials are neither necessary nor desired and shall be disregarded. Tenders will be evaluated on the basis of the Tender submitted by the Deadline.
- g) Where the Tenderer is a company, the Tender must be signed by a duly authorised representative of that company.
- h) Each Tender must operate as a stand-alone bid and not be dependant 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 Parish Council in its own right.

### **3.2 Due Diligence**

- (a) Tenderers are solely responsible for obtaining the information which they consider is necessary in order to make all decisions relating to their responses and to undertake any due diligence and investigations they consider necessary in order to verify any information provided to them during this procurement. Tenderers must form their own opinions, making such investigations and taking such advice as is appropriate, regarding the information contained on the Web site without reliance upon any opinion or other information provided by the Parish Council or any of their advisors. The Parish Council will not warrant/certify any third-party information required by Tenderer in formulating their Final Tender.
- (b) For the avoidance of doubt Tenderers should form their own conclusions about the methods and resources needed to meet the requirements; and the Parish Council does not accept any responsibility for any assumptions and/or calculations made by the Tenderers for their assessment of resources to be employed in meeting the Parish Council's Requirements or for any other assumptions and/or calculations they may have drawn or will draw from any pre-contract discussions.

### **3.3 Contract terms**

- (a) The form of Contract that the Parish Council proposes to use is attached as part of this Mini Competition. By submitting a bid, Tenderers are agreeing to be bound by the terms of this Mini Competition and the Contract without further negotiation or amendment.
- (b) If the terms of the Contract render the proposals in the Tenderer's submission unworkable, the Tenderer should submit a clarification in accordance with paragraph 1.3 and the Parish Council will consider whether any amendment to the Contract is required. Any amendments accepted by the Parish Council shall be published through the Chest and

shall apply to **all** Tenderers. Such amendments shall then be incorporated into and form part of the draft Contract referred to above. Any amendments which are proposed by any Tenderers, but not approved by the Parish Council through this process will not be acceptable and may be construed as a rejection of the terms leading to the disqualification of the submission.

#### **3.4 Warnings and disclaimers**

- (a) This ITT is made available and in good faith. While the information contained in this ITT is believed to be correct at the time of issue, neither the Parish Council, its advisers, nor any organisation using this ITT with the Parish Council's permission, will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given.
- (b) The above exclusion extends to liability in relation to any statement, opinion or conclusion contained in, or any omission from, any of the appendices to the Procurement Documents and in respect of any other written or oral communication transmitted or otherwise made available to any Tenderer, and no representations or warranties are made in relation to such opinions, statements or conclusions
- (c) Neither the issue of this ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Parish Council (or any other person) to enter into a contractual arrangement.
- (d) The Parish Council is not bound to proceed with the mini competition and all Tenderers participate at their own risk. The Parish Council reserves the right to cancel or discontinue the procurement at any time.

#### **3.5 Confidentiality and Freedom of Information**

- (a) This ITT is made available on condition that its contents (including the fact that the Tenderer has received this ITT) is kept confidential by the Tenderer and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Tenderer to submit a Tender.
- (b) Tenderers should be aware that, in compliance with its transparency obligations, the Council routinely publishes details of its contracts, including the contract values and the identities of its suppliers on its website. Further the Parish Council routinely publishes information that has been released following a request under the Information Legislation.

#### **3.6 Publicity**

No publicity regarding this procurement or the award of any Call Off Agreement will be permitted unless and until the Parish Council has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any Tender, its contents or any proposals relating to it without the prior written consent of the Parish Council.

#### **3.7 Tenderer conduct and conflicts of interest**

- (a) Any attempt by Tenderers or their advisors to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly at any time:
- Devise or amend the content of their bid in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance.
  - Enter into any agreement or arrangement with any other person as to the form or content of any other bid, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other bid.
  - Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a bid.
  - Canvass the Parish Council or any employees or agents of the Parish Council in relation to this procurement.
  - Attempt to obtain information from any of the employees or agents of the Parish Council or their advisors concerning another Tenderer or bid.
- (b) Tenderers are responsible for ensuring that no conflicts of interest exist between the Tenderer and its advisers, and the Parish Council and its advisers. Any Tenderer who fails to comply with this requirement may be disqualified from the procurement at the discretion of the Parish Council.

### **3.8 Parish Council's rights**

The Parish Council reserves the right to:

- Waive or change the requirements of this ITT from time to time without prior (or any) notice being given by the Parish Council.
- Issue amendments or modifications to the documentation it has issued at any time during the procurement process. Tenderers must consider such information in their proposals and the Parish Council will assume that all changes or additional information transmitted to Tenderers have been included in their Tenders, including their price, unless otherwise specified.
- At its absolute discretion, Request Tenderers to submit, supplement, clarify or complete relevant information or documentation where it appears to be incomplete, erroneous or missing.
- Seek clarification or documents in respect of a Tenderer's submission (failure to respond adequately may result in the tenderer not being successful).
- Disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT; submits a late tender, or submits a Tender that is materially incomplete, is submitted in any other format other than as specified within this document or fails to meet the Parish Council's submission requirements;



- Disqualify any Tenderer that is guilty of serious misrepresentation or of negligently providing misleading information in relation to its Tender, expression of interest, or the Tender process.
- Reject a Tender that is abnormally low.
- Disqualify any Tenderer that scores a zero for any of the scored price and quality questions
- Withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis.
- Choose not to award any mini competition as a result of the current procurement process.
- Make whatever changes it sees fit to the timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.
- Disqualify any Tenderer where through the Parish Council's due diligence, the Tenderer is unable to demonstrate their financial capacity for delivery of Contract Agreement.
- Disqualify any tenderer who contravenes any of the terms and conditions set out in these Conditions of Procurement.
- Disqualify any Tenderer who breaches the terms and conditions of use for the Website

### 3.9 Award Criteria and Evaluation Criteria

Any Contract(s) awarded will be done on the basis of the offer that is the most economically advantageous to the Parish Council. The Award Criteria are:

- 45 % quality.
- 50 % cost (based on value assessment).
- 5 % Environmental

Criteria Ref	Maximum Score	Total (1000)
1	<b>QUALITY – 45%</b>	
	Team and Resources	150
	Evidence of Similar Works	150
	Methodology of task	100
	Health and Safety	50
2	<b>PRICE – 50%</b>	
	Works Cost	225
	Works Schedule	225
	Evidene of Innovation of Delivery (cost and Schedule)	25
	Risks and assumptions documented	25
3	<b>ENVIRONMENTAL – 5%</b>	

	Environmental efficiencies	25
	Environmental care	25

### 3.10 Evaluation criteria

The evaluation will be scored in accordance with the table below.

#### Scoring matrix for the evaluation criteria

Capability	Evidence Provided	Score	Remark
Bidder is likely to be able to meet the needs of the Parish Council.	Evidence is consistent, comprehensive, compelling, directly relevant to the project in all respects and highly credible (by being substantiated by independent sources where possible.)	10	<b>Absolute Confidence</b>
	Evidence is sufficient (in qualitative terms), convincing, and credible.	8	<b>Confidence</b>
Small risk that bidder will not be able to meet the needs of the Parish Council.	Evidence has minor gaps, or to a small extent is unconvincing, lacks credibility or irrelevant to the project.	6	<b>Minor Concerns</b>
Moderate risk that the bidder will not be able to meet the needs of the Parish Council.	Evidence has moderate gaps, is unconvincing.	4	<b>Moderate Concerns</b>
Significant risk that the bidder will not be able to meet the needs of the Parish Council.	Evidence has major gaps, is unconvincing in many respects, lacks credibility, or largely irrelevant to the project.	2	<b>Major Concerns</b>
Bidder will not be able to meet the needs of the Parish Council.	No evidence or misleading evidence.	0	<b>Not acceptable</b>

Bid prices will be scored on a comparative basis with the lowest bid receiving 100% of the available marks. All other bids will be proportionately based on the following formula; ***Formula for pricing is; (lowest cost / cost) \* maximum possible score.***

#### **4. FORM OF TENDER**

##### **FORM OF TENDER: TENDER CERTIFICATE**

TO: Gosforth Parish Council

DATE: [DATE]

PROVISION OF: Renovation and Extension to Gosforth Public Hall  
("Works").

I (INSERT NAME) the undersigned, having examined the ITT and all other schedules, do hereby offer to provide the Works as specified in those documents and in accordance with the attached documentation to the Parish Council commencing [INSERT DATE] and continuing for the period specified in the Contract.

If this offer is accepted, we will execute such documents in the form of the Contract within 14 days of being called on to do so.

I agree that before executing the Call Off Agreement (and associated schedules) substantially in the form set out in the ITT, the formal acceptance of this Tender in writing by the Council or such parts as may be specified, together with the contract documents attached hereto shall comprise a binding contract between the Parish Council and [INSERT NAME OF COMPANY].

I understand and accept the provisions set out in paragraph 5 of the ITT. Further I hereby agree to comply with the obligations placed on me and my organisation set out in paragraph 5.

I further undertake and it shall be a condition of any contract, that:

- The amount of the Tender has not been calculated by agreement or arrangement with any person other than the Parish Council and that the amount of the Tender has not been communicated to any person until after the closing date for the submission of Tenders and in any event not without the consent of the Parish Council.
- I have not canvassed and will not canvass or solicit any member or officer, employee or agent of the Parish Council in connection with the award of the Contract and that no person employed by us has done or will do any such act.

I further confirm the following to be true in respect of this ITT Response:

(INSERT COMPANY NAME) is committed to meet the Parish Council's requirements and the pricing, payment and performance model;

(INSERT COMPANY NAME) will maintain as open for acceptance its tender for a period of 180 days from the deadline for submission of tenders;

(INSERT COMPANY NAME) has complied with the conditions set out in the ITT;

(INSERT COMPANY NAME) confirms that all information, representations and other matters communicated (whether in writing or otherwise) to the Parish Council its staff or agents in connection with or arising out of the procurement are true, complete and accurate in all respects, both as at the date communicated and as at the date of submission of this ITT response;

(INSERT COMPANY NAME) has made its own investigations and undertaken its own research and due diligence, and has satisfied itself in respect of all matters (whether actual or contingent) relating to the procurement and has not submitted its ITT response in reliance upon any information, representation or assumption which may have been made by or on behalf of the Parish Council.

[Except as previously communicated to the Parish Council through the Website the][The] PQQ response submitted by (INSERT COMPANY NAME) remains true and accurate and there have been no adverse changes to (INSERT COMPANY NAME)'s financial standing or any other information provided at that stage.

[Except as previously communicated to the Parish Council through the Website there][There] has been no change of control, composition of membership following submission of (INSERT COMPANY NAME)'s PQQ response.

I warrant that I have all requisite authority to sign this Tender and confirm that I have complied with all the requirements of the ITT.

Signature

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Name and Status

For and on behalf of [NAME OF COMPANY]

## Certificate of Non-Collusion

### **MINI COMPETITION RELATING TO Renovation and Extension to Gosforth Public Hall**

To: **Gosforth Parish Council**

Date: \_\_\_\_\_

#### **Statement of non-canvassing**

I/we hereby certify that I/we have not canvassed any member, Director, employee, representative or adviser of the Parish Council in connection with the proposed award of the Contract by the Parish Council, and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act.

I/we further hereby undertake that I/we will not canvass any member, Director, employee, representative or adviser of the Parish Council in connection with the award of the Call Off Agreement and that no person employed by me/us or acting on my/our behalf, or advising me/us, will do any such act.

#### **Statement of non-collusion**

The essence of selective tendering for the Call Off Agreement is that the Parish Council shall receive bona fide competitive Tenders from all Tenderers.

In recognition of this principle, I/we certify that this is a bona fide offer, intended to be competitive and that I/we have not fixed or adjusted the amount of the offer in accordance with any agreement or arrangement with any other person (except any sub-contractor identified in this offer).

I/we also certify that I/we have not done, and undertake that I/we will not do, at any time any of the following acts:

- (a) communicate to a person other than the Parish Council, the amount or approximate amount of my/our proposed offer except where the disclosure in confidence of the approximate value of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender; or
- (b) enter into any agreement or agreements with any other person that they shall refrain from tendering or as to the amount of any offer submitted by them; or
- (c) offer or agree to pay or give or actually pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or having caused to be done in relation to any other offer or proposed offer, any act or omission.

I/we agree that the Parish Council may, in its consideration of the offer and in any subsequent actions, rely upon the statements made in this Certificate.

Signed by:	Print Name:
Position:	For and behalf of:

## **WORK PACKAGE AGREEMENT**

See draft agreement attached

### **Schedule 1 Scope**

DCL drawings 5907-01T1 to 15 T1  
DCL 5907 Specification – T1  
PSA Drawings 8749-E01 to E17 T1  
PSA Drawings 8749-M01 to M05 T1  
PSA Specifications and Technical documents

### **Schedule 2 Site Information**

Asbestos Report  
Arbetech Reports - Bats  
PSA Condition Report

### **Schedule 3 Pre-Construction Information**

Reference to Pre-Construction information provided with the tender inc Preliminaries.

### **Schedule 4 Pricing Information**

Reference to pricing information: Activity Schedule