



# St Ives Town Council

The Guildhall  
Street An Pol  
St. Ives  
Cornwall  
TR26 2DS

St Ives Town Council

Tel: (01736) 797840

Email: [Louise.dwelly@stives-tc.gov.uk](mailto:Louise.dwelly@stives-tc.gov.uk)  
Website: [stivestowncouncil-cornwall.gov.uk](http://stivestowncouncil-cornwall.gov.uk)  
Date: 11<sup>th</sup> June 2024

Dear Supplier

**Invitation to tender StIves-ITT-0009-2024 Professional Consultancy Services Framework  
(Covering design illustration, branding, marketing social media, photography, e-commerce,  
web-design, printing and communications)**

Thank you for expressing an interest in the above tender opportunity. St Ives Town Council makes use of external suppliers to deliver design, marketing, communications and related professional services. It is seeking to establish a public sector procurement framework of companies willing to enter into a longer term arrangement. This will enable us to place orders for work with pre-approved suppliers without the need for a full tender process in every case.

It is the intention of the Council to award a contract to suppliers who score well against price and quality criteria and enter into a contract for a period of 3-6 years.

Please review all the contract documentation and, should you wish to submit a tender, respond in accordance with the published timetable. Please note the deadline is **midday on Friday 12<sup>th</sup> of July 2024**. If you have any questions or queries, you should email [tenders@stives-tc.gov.uk](mailto:tenders@stives-tc.gov.uk). The Council will provide a response which will be published for all bidders.

You can also request word copies of documents which require completion.

We hope this is of interest and look forward to receiving your submission.

Yours sincerely,

Louise Dwelly  
Town Clerk



St Ives Town Council





# St Ives Town Council

## **St Ives Town Council**

### **Invitation to tender STIves-ITT-0009-2024**

Professional consultancy services framework

(covering design, illustration, branding, marketing, social media, e-commerce, web-design, printing and communications)

# Document A: general instructions to bidders

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# Document A : General Instructions to bidders

## 1.0 General Instructions

### 1.1 Introduction

Background to St Ives Town Council “the Employer”

The Town Council is a modestly sized local council covering the seaside town of St Ives and surrounding villages of Carbis Bay, Lelant and Halsetown, with an annual operating budget of approximately £1.8 million. It is seeking to establish a small framework of approved suppliers, with whom it can work on individual commissions for design, illustration, marketing and communications across a range of services and projects.

The Council has a number of not for profit and commercial services. Below are services for which the Council has previously commissioned design work:

- The Guildhall (concert hall and bar)
- The Guildhall Upper rooms (room hire)
- The Guildhall and Island Chapel (weddings and blessings)
- Live performance and music events in a range of parks and buildings
- Open spaces (community consultation events, new signage, noticeboards)
- The Visitor Information Centre and Library Building (Merchandise and promotional material for the shop, posters, digital marketing for talks and events)
- Visitor guides and brochures
- Council community engagement work - Posters and signage for public activities and events, youth engagement, consultation, competitions
- Physical banner and poster designs for civic and hall events
- External fixed signage

Alongside the Town Council’s core marketing and communications activity, we are about to embark on a number of strands of project work, including the redevelopment of our concert hall into a full-time performance venue and a youth and digital skills building.

### 1.2 Service Scope and Details of the Framework

It is the intention of the *Employer* (St Ives Town Council) to create a framework under reference number **StIves-ITT-0009-2024** which will include approved specialist suppliers competent and skilled in professional consultancy services including the following services:

- Design Concept & Brand Identity
- Design Artwork
- Illustration
- Photography
- Website - development
- Content management | SEO
- Merchandise
- E-commerce
- Copywriting
- Content marketing
- Communications
- Photography
- Illustration
- Videos
- UX

## Document A: general instructions to bidders

In addition, the Council has three websites which have recently been designed and are operational. It may be interested in the future in procuring individual developments or a refresh of specific sites, for example an enhancement of its e-commerce site. It may also be interested in letting a regular contract to assist with day to day back-office fixes for all or one of the word press sites. *Please note, this will not be a significant element of commissioned under the framework and companies who specialise in web-design are unlikely to receive many opportunities.*

In the majority of cases, the Council will want the ability to appoint an individual supplier with relevant skills to complete a specific commission without the need to tender a commission each time. These projects are typically small and often need to be delivered at pace.

It is the Employer's intention to source local companies which have the skills and capacity to cover a range of services. However, this does not preclude any company with specialist services from applying for only one professional disciplines. However, each hourly rate, where they differ, should be priced separately within the form of tender.

This Instruction document forms part of the Tender Documents and the Tender must be submitted in accordance with these instructions as any Tender which does not comply may be rejected by the *Employer* whose decision on such matters shall be final.

If the Contractor cannot tender for any part(s) of the work as defined in this document the *Project Manager* must be informed as soon as possible, defining the relevant part(s) and stating the reason(s) for the inability to tender.

### **Supplier Profile**

We are looking to work with professionals who have solid track record working across marcomms and related disciplines, who share our passion for creative, smart and impactful design.

### **Competitive Pricing and Price Structure**

In addition to a track record, we are a small public sector organisation and therefore, are seeking suppliers able to provide a competitive hourly rate without compromising on quality. In all cases, call offs from the framework should be based on a robust fee proposal/estimate and for some projects, suppliers should be willing to tender a fixed price.

### **Capacity and Flexibility**

Unlike many larger organisations, we often work to short and tight timescales. We are looking to work with approved suppliers who have enough capacity and flexibility to respond to requests for proposals promptly and deliver contracts to time and budget. We welcome collaboration but, if you are supported by a larger team to resource commissions, we would expect that additional members of the team are suitably qualified with the right skills.

### **Financial Standing**

The Council is responsible for public funds and therefore, it is critical that we work with individuals and companies with a good financial standing. This does not mean that we cannot work with sole traders or micro suppliers with modest turnover, but we will expect to see copies of accounts for three out of the last five years (reflecting COVID). We reserve the right to undertake credit checks. Please complete the standard compliance questionnaire (document C) in order for the Council to assess your company's financial standing.

### Local and Sustainable Sourcing

Because West Cornwall has a wealth of local talent, which we want to support, we will score the contribution bidders make to the economy of West Cornwall, within a 30 mile radius of St Ives, in terms of social value (jobs, apprenticeships etc). We also aim to work with businesses whose ethos aligns with our own, so we will require anyone tendering to submit a social value statement and also a copy of their environmental policy or mission statement.

### 1.3 Benefits of the framework for bidders

**Long term relationships:** We aim to develop close and longstanding relationships with our suppliers and the first framework will run for a minimum of 3 and up to 6 years.

**Our *small is smart* client ethos:** Our team will be responsible for ensuring we provide a sound brief for any commission and agree reasonable delivery timescales.

We have terms and conditions which are SME-friendly and, subject to agreed payment schedules and submitted work being signed off, we settle invoices weekly and offer light touch contract documentation.

Given the scale of the organisation, we are only seeking to appoint a modest number of suppliers. This also means that those on the framework should have an expectation of being commissioned (although the Council is under not under obligation to commission any work) in any given framework period.

Our commissions are diverse and stimulating.

### 1.4 How the Framework will Operate

- Suppliers interested in joining the framework and selected by the Council will enter into a works contract with us for up to six years (the draft framework contract is included in this pack).
- The supplier can specify the period over which they wish to be included.
- As part of the framework selection, the supplier will be required to submit standard hourly rates for types of work. Following appointment, the Council will also take into account these rates in invitations to price individual pieces of work.
- Should the Council have a specific commission, it will approach an approved contractor on the framework and request a proposal to deliver work to a specification and timescale. (it reserves the right to approach more than one supplier, but in such cases will advise the relevant suppliers).
- Subject to a proposal being accepted, the Council will issue a works order for a specific project.
- For billing, the consultant will be able to issue the Council with one invoice per month for all work captured across multiple work orders.
- The Council reserves the right to terminate the framework agreement at any time, subject to providing 21 days' notice.
- There is no obligation for the Council to commission work from any supplier and no guarantee of work. The framework simply facilitates the efficient commission of any work between parties without the need for tender or procurement processes. This benefits both parties as it means that companies do not waste time quoting for work and the Council can appoint a trusted supplier with the right skills without delay.

## Document A: general instructions to bidders

### 1.5 Submitting an Expression of Interest

If you are interested in joining the Council's framework, please follow the instructions below and submit a response by no later than midday on **Friday 12<sup>th</sup> July**. All responses should be submitted electronically to the following email address:

[tenders@stives-tc.gov.uk](mailto:tenders@stives-tc.gov.uk)

Please read the tender instructions in full. Clarifications and further information can be requested before the deadline from the same email address.

In order to be evaluated, bidders will need to submit all the required information. Failure to do so means that the Council will discount your submission as incomplete.

The following elements will need to be submitted

1. A completed Expression of Interest Proforma (Document B)
2. Accompanying samples of work and testimonials for *each type of work* for which you would like to be considered
3. CVs and details of team members who will be responsible for delivering work
4. Sets of accounts for three out of the last five years
5. Copy of your sustainability / environmental statement
6. Completion of the standard compliance questionnaire (Document C)
7. Completion of pricing document (Document D)

### Evaluation

The Council will complete evaluation on the basis of your submission. The Council will appoint suppliers on the basis of Quality and Price with a 70%/30% weighting.

The Council will notify all bidders of the outcome and will issue successful suppliers with a framework contract. Following the completion of the process, the Council will publish full details of the framework.

### 1.6 Documents that form part of this invitation to tender

- Covering letter
- General instructions to Bidders (this document A)
- Expression of Interest Pro Forma (Document B)
- Standard Compliance Questionnaire (Document C)
- Pricing Document (Document D)
- Form of Contract (Document E)

### 1.7 Timescales

Set out below is the proposed procurement timetable. This is intended as a guide and whilst the Employer does not intend to depart from the timetable it reserves the right to do so at any stage

DATE	STAGE
11 /06/2024	ITT to be issued to Tenderers by the Employer
11/06/2024	Clarification period commences
01/07/2024	Final deadline for clarification queries
08/07/2024	Final responses to clarification queries

## Document A: general instructions to bidders

<b>12/7/2024</b>	<b>Tender submission closing date</b>
19/7/ 2024	Evaluation completion and issue of standstill notices to unsuccessful tenderers
01/08/ 2024	Contract Award
01/09/ 2024	Framework Live Date

### 1.8 Confidentiality

The tender documents and any addenda thereto and electronic media are confidential, contain proprietary information belonging to the *Employer*, and may not be wholly or partially reproduced or disclosed (other than for the purpose of submitting a Tender), without the prior written permission of the *Employer*.

### 1.9 Collusion Between Tenderers

Every person or body submitting a tender in respect of this enquiry shall do so in accordance with the following conditions:-

1. The tender shall be a bona fide tender and shall not be fixed or adjusted by or in accordance with any arrangement with any other person
2. The Tenderer shall not communicate to any person the amount, or approximate amount, of the tender, or proposed tender, except where the disclosure in confidence of the approximate amount of the tender is necessary to obtain insurance premium or bond quotations for the purpose of the tender
3. The Tenderer shall not enter into any arrangement with any other person such that the other person shall refrain from tendering or as to the amount of any other tender to be submitted
4. The Tenderer shall neither offer nor agree to pay or give any sum of money or consideration directly or indirectly to any person for doing or having done or causing in relation to the tender any act or thing of a nature described above.

In the event of any breach the *Employer* shall be entitled at his discretion to determine any contract or agreement made pursuant to the tender and to claim damages from the Tenderer.

### 1.10 Freedom of Information

The Employer is a local authority and in accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FoIA'), the Authority may, acting in accordance with the Secretary of State's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the said Act, or the EIR, be required to disclose information submitted by the Tenderer to the Employer. The Authority may also consider any other guidance published by HM Government in this respect and may also take advice relating to any such requirement to disclose information.

In respect of any information submitted by a Tenderer that it considers to be commercially sensitive the Tenderer should:

- Clearly identify such information as commercially sensitive
- Explain the potential implications of disclosure of such information and

## Document A: general instructions to bidders

- Provide an estimate of the period of time during which the Tenderer believes that such information will remain commercially sensitive. This information should be communicated in writing with the tender submission.

Where a Tenderer identifies information as commercially sensitive, the Authority will endeavour to maintain confidentiality. Tenderers should note, however, that, even where information is identified as commercially sensitive, the Authority may be required to disclose such information in accordance with the FoIA or the Environmental Information Regulations. In particular, the Authority is required to form an independent judgment concerning whether the information is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Authority cannot guarantee that any information marked 'confidential' or "commercially sensitive" will not be disclosed.

### **1.11 Tender Costs and Acceptance**

The *Employer* will not be liable for any costs incurred in the preparation and submission of the tender or the provision of any additional information requested by the Employer, or for the Tenderer's attendance at any pre- or post-tender meetings.

The *Employer* offers no guarantee that the lowest or any tender will be accepted.

### **1.12 Tender Queries**

Should the Tenderer find discrepancies in, or omissions from the tender documentation, should the intent or meaning appear unclear, or should any question arise relating to the documents, the Tenderer shall request clarification from the Head of Culture and Community at St Ives Town Council. [emma.gibson@stives-tc.gov.uk](mailto:emma.gibson@stives-tc.gov.uk)

All tender queries shall be submitted directly by e-mail to [tenders@stives-tc.gov.uk](mailto:tenders@stives-tc.gov.uk)

All responses to tender queries shall be provided via email and will be circulated to all tenderers.

Any information in response to requests for clarification will be distributed to **all** of the Tenderers involved in this process as opposed to solely the organisation that requested the information. The only circumstance in which this procedure may be waived is if a tenderer considers their enquiry to be innovative to their specific offer in which case this should be clearly communicated within the correspondence. The Employer will decide whether the request for information is deemed "innovative" to the applicant's offer and if not considered to fall within that category the applicant will be informed so they may make a decision whether to continue with this line of enquiry.

### **1.13 Compliant Offers**

The *Employer* wishes to receive a fully compliant Tender made without qualification and strictly in accordance with guidance notes contained within this document.

Qualification may only be made in relation to requirements of the *Employer* which the Tenderer feels unable to comply with under any circumstances, or at any price. If the Tenderer wishes to make any qualifications this must be done by clearly indicating the item as a qualification and providing full details and the reason for each qualification.

Notwithstanding the above, the *Employer* reserves the right to disregard the Tenderer's offer if it contains qualifications or omissions.

**1.14 Pricing Errors**

Should a genuine error be discovered in the Tenderer's pricing during the evaluation period the Tenderer may be given an opportunity of confirming his offer or of amending it to correct the error.

## Document A: general instructions to bidders

### 2.0 Submission of Documents and tender evaluation

#### 2.1 Submission

Supporting information may be used to aid evaluation of the Tenderer's Submission (see 2.2 below for required documents for tender submission).

#### **The date and time for the tender's return:**

12.00pm (noon) Friday 12<sup>th</sup> July 2024

#### **Tenders MUST be submitted by email by the due time to:**

[tenders@stives-tc.gov.uk](mailto:tenders@stives-tc.gov.uk)

Tenders received late will not be considered for acceptance. Tenderers who return an incomplete submission will not be considered for acceptance.

No attempt to vary the terms of the proposed tender by letter or otherwise subsequent to opening of tenders will be accepted.

#### 2.2 Information to be provided by the Tenderer

The Tenderer shall provide the following information as part of the tender:

1. Completion of the Proforma Expression of Interest (Document B)
2. Case studies / examples of previous work
3. CVs and details of individuals who delivering services under the contract
4. Responses to the Qualitative Questions (See section 5.0)
5. Statement of Social Value (see section 2.4)
6. Standard Questionnaire (Document C)
7. Pricing Document (Document D)

#### 2.3 Evaluation of Tenders

Tenders will be evaluated on the basis of the Most Economically Advantageous offer that demonstrates compliance with the requirements of the Framework and on the quality of the Tenderer's staff, competence and technical ability to deliver the Framework requirements; the objective being to establish the most advantageous offer overall to the *Employer*. The Tenderer may be required to answer queries, provide further information regarding their submission to allow the *Employer* to identify the best offer. Any interview will be used as a means of clarifying the submission.

PERIOD OF VALIDITY: Tenders must remain open for consideration (unless previously withdrawn) for not less than 90 days from the date fixed for the submission or lodgement of tenders.

Following the closing date for receipt of tender, the *Employer* will evaluate all the tenders. A decision on the appointment is expected in line with the timescales outlined in section 1.3. An opportunity for debriefing unsuccessful tenderers will be made available.

The *Employer* shall not be bound to accept any proposal received or to award any contract pursuant to this Invitation to Tender. The Employer reserves the right to award a contract for all or one element of the Proposed Framework for design, marketing and communications consultancy services.

Tenders will be evaluated in line with the weighting specified in the Award Criteria section 4.0 and the qualitative question responses in section 5.0.

### 2.4 Social Value evaluation

As a public authority, the *Employer* is legally required by the Public Services (Social Value) Act 2012 to consider how the services they propose to procure "might improve the economic, social and environmental well-being" of the area in which the services are to be provided (section 1(3) Public Services (Social Value) Act 2012). In meeting this requirement, the *Employer* looks to achieve social value from all goods, works and services that it procures and as a result includes social value as part of its assessment of value for money and determining the most economically advantageous tender. The *Employer* is actively seeking contractors who share their commitment to proactively deliver additional social value to the Parish.

This procurement, therefore, will take into account the social value priorities of the Council relating to the economic, social and environmental well-being of the Town. Delivery of social value measures ("Social Value") should not be included in the cost of delivering the Services. You are required to provide a statement of social value explaining why it is important to your organisation and how you seek to achieve it, including any offer of measurable targets of social value which would be delivered through fulfilling the Services set out in the Specification. We will score highly those bids from small and medium sized enterprises, which aim to tackle economic inequality in West Cornwall, support local recruitment, training, skills and investment. Examples could include:

- New local jobs created in West Cornwall
- Local jobs safeguarded in West Cornwall
- Apprentice and or work experience programmes in West Cornwall
- Use of your supply chain and supplier relationships to deliver social value in West Cornwall
- Your approach to sustainability and commitment to net zero

### 2.5 Insurances

Contractors should also note the section on insurances and that they are required to commit to obtaining, if they do not already possess, the levels of cover identified in that section.

### 2.6 Additional notes on format of tender submission

- Tenders should be limited to a file size of 20Mb. If this is not possible supporting documents can be provided through file sharing platforms such as we transfer, or the emails should be split using the same details and numbered accordingly
- The Tender must be in English and drafted in accordance with the drafting guidance set out in this ITT.

### 2.7 Documents to sign as part of tender submission

The following documents need to be completed, signed (where appropriate) and returned with your tender submission.

- Expression of Interest Proforma including completed Quality Criteria Responses – as set out above
- Social Value and Environmental Statement

## Document A: general instructions to bidders

- Copies of Insurances
- Copies of supporting documents (samples of work, CVs etc)
- Pricing Document

## Document A: general instructions to bidders

### 3.0 Evaluation and Award Criteria

Evaluation and award criteria weighting in percentages outlined in below table:

<b>Evaluation Criteria: Commercial</b>	<b>Percentage%</b>	<b>Means of evaluation</b>
Pricing	30%	Submission of pricing document. All services to be provided by the tenderer to be priced individually.
<b>Total for section</b>	30%	
<b>Evaluation Criteria: Quality</b>		
Approach	25%	Written submission in response to qualitative questions in section 5.0.
Previous experience and projects completed	35%	Written submission in response to qualitative questions in section 5.0.
<b>Total for section</b>	60%	
<b>Evaluation Criteria: Social Value</b>		
Social Value	10%	Written submission in response to social value question in section 5.0. Copies of Social Value Statement and Environmental and / or sustainability policies
<b>Total for section</b>	10%	
<b>Overall total</b>	<b>100%</b>	

#### 4.0 Pricing Notes

Pricing Element – 30% Weighting
<b>Criteria Guidance:</b> Provider’s evaluation of construction on-costs relating to this project.
<b>Pricing Instructions:</b> <ol style="list-style-type: none"><li>1. Provider to complete the Pricing Summary separately with hourly rate for types of work as set out above, together with any exceptions</li><li>2. Pricing should indicate any variations for different levels of staff skills eg principal designer.</li></ol>

## Document A: general instructions to bidders

### 5.0 Qualitative Questions

The questions below will enable the tenderer to outline how their organisation and services best meets the Employer's requirements.

<b>Qualitative Element 1:</b> <b>Proposed approach to the framework – 25% Weighting</b>
<b>Criteria Guidance:</b> Provider's information on proposed approach in delivering a solution in response to the employer's requirements.  The Tenderer should outline how their business ethos and approach best meets the Employer's requirements within the framework. This should include the following <ul style="list-style-type: none"><li>• Their response to a brief</li><li>• Their approach to client communications</li><li>• General availability and ability to attend face to face meetings</li><li>• Indicative timescales for specific types of work from brief to delivery</li><li>• Consultation with any relevant stakeholders and any key liaisons</li><li>• Key relationships with local printers and / or suppliers</li></ul>
<b>Tenderer Response:</b> Response to be limited to 3 A4

<b>Qualitative Element 2:</b> <b>Qualifications, relevant experience, and case studies of previous similar projects – 35% Weighting</b>
<b>Criteria Guidance:</b> Provider's information on case studies of previous similar projects, insurances, relevant experience and any qualifications and/or specialisms of the team.  <ol style="list-style-type: none"><li>1. Please provide evidence of relevant experience and demonstrate a sample of your work for each specialism within the scope of services for which you wish to tender</li><li>2. Please provide qualifications and CVs of the company team.</li><li>3. The Provider should also seek to demonstrate previous experience of working for public sector and not for profit clients, a clear understanding of the unique nature and environment of West Cornwall and show how they have tackled a range of challenges in meeting a brief and delivering value for money.</li><li>4. It is expected that the tenderer will carry the following insurances:<ul style="list-style-type: none"><li>• Employers Liability (if applicable) with limit indemnity of £ 5,000,000</li><li>• Public Liability with limit indemnity of £ 5,000,000</li><li>• Professional indemnity Insurance with indemnity limit of £ 1,000,000</li></ul></li></ol> Please provide evidence that these levels of insurance are in place.
<b>Anticipated outcome:</b>
<b>Tenderer Response</b> Response to be limited to 3 sides of A4

<b>Qualitative Element 4:</b> Social Value 10% Weighting
<b>Criteria Guidance:</b> Evidence of Social Values
Contractors are required to set out how their organisation contributes to Social Value, summarising key initiatives that they undertake to ensure added benefit to their employees, jobs, training and apprenticeships, the local Cornish community and community organisations and charities, the environment and sustainability. They should set out a social value statement and include a copy of their environmental statement or policy.
<b>Anticipated outcome:</b> The response should seek to demonstrate tangible benefits achieved through Social Value / Corporate Social Responsibility activities and initiatives.
<b>Tenderer Response:</b>  Response to be limited to 1 A4 page

## 6.0 Mark Level Descriptions

The tender qualitative responses will be scored against on the following basis.

Mark	Level Description
1	<p><b>Very Poor:</b> the response is significantly below what would be expected because of one or all of the following:</p> <p>The response indicates a significant lack of experience and understanding relating to the requirements. The response fails to meet the requirement.</p>
2	<p><b>Poor</b> (meets some of the requirement)</p> <p>The response meets elements of the requirement but gives concern in a number of significant areas. There are reservations because of one or all of the following:</p> <ul style="list-style-type: none"> <li>• There is at least one significant issue needing considerable attention.</li> <li>• Evidence does not demonstrate competence or understanding.</li> <li>• The response is light and unconvincing.</li> </ul>
3	<p><b>Satisfactory</b> (meets most of the requirement)</p> <p>The response meets most of the requirement but there is at least one significant issue of concern, or several smaller issues. These would require some further clarification or attention later in the procurement process, and may arise through lack of demonstrated capability and/or appropriate evidence. The response therefore shows:</p> <ul style="list-style-type: none"> <li>• Basic understanding of the requirements.</li> <li>• Sufficient competence demonstrated through relevant evidence.</li> <li>• Some areas of concern that require attention.</li> </ul>
4	<p><b>Good</b> (meets the requirement)</p> <p>The response broadly meets what is expected for the criteria. There are no significant areas of concern, although there may be limited minor issues that need further exploration or attention later in the procurement process. The response therefore shows:</p> <ul style="list-style-type: none"> <li>• Good understanding of the requirements.</li> <li>• Sufficient competence demonstrated through relevant evidence.</li> <li>• Some insight demonstrated into the relevant issues.</li> </ul>
5	<p><b>Excellent</b> (fully meets and exceeds the requirement).</p> <p>The response exceeds what is expected for the criteria. Leaves no doubt as to the capability and commitment to deliver what is required. The response therefore shows:</p> <ul style="list-style-type: none"> <li>• Very good understanding of the requirements.</li> <li>• Excellent experience demonstrated through relevant evidence.</li> <li>• Considerable insight into the relevant issues.</li> <li>• The response is also likely to propose additional value in several respects above that expected.</li> </ul>

## Expression of Interest Pro-forma

**To:** tenders@stives-tc.gov.uk

**Date:**

**Tender Name: St Ives Town Council Professional Consultancy Services Framework**

(covering design, illustration, branding, marketing, social media, e-commerce, web-design, printing and communications)

**Reference Number: StIves-ITT-0009-2024**

**From:**

We would like to register our interest in joining the above framework. Please find our Company Details and contact point for this procurement exercise below, in addition to the completed information.

### 1.0 Contact Details

<b>Company Name</b>	
<b>Company Address</b>	
<b>Contact Point</b>	
<b>Contact Telephone</b>	
<b>Contact Email</b> <b>Website</b> <b>Social media</b>	

**2.0** We are interested in joining the framework to be considered for the following types of commission:

Please Tick and include hard copy documents or links	Sample Work included	Relevant Links	Hourly rate provided	Links to CVs and skills
Design Concept & Brand Identity				
Design /Artwork				
Illustration				
Photography				
Website - development				
Content management   SEO				
Merchandise				
E-commerce				
Copywriting				
Content marketing				

3.0 Issue Date: 11<sup>th</sup> June 2024

## Document B: Expression of Interest Pro-forma

Photography				
Illustration				
Videos				
UX				

### 3.0 QUALITY ASSESSMENT

#### 3.1 Please provide details of two references or testimonials (also to be completed in the standard questionnaire)

	Reference 1	Reference 2
Company Name		
Company Address		
Contact Point		
Contact Telephone		
Contact Email		
Details of the commission including dates		
Link to completed work on line		
Link to any images		

#### 3.2 Please Provide Details of Your Team and Links to any CVs

Name	Skill set	Links

#### Qualitative Element 1:

##### Proposed approach to the framework – 25% Weighting

##### Criteria Guidance:

Provider's information on their proposed approach in delivering a solution in response to the employer's requirements.

The Tenderer should outline how their business ethos and approach best meets the

3.0 Issue Date: 11<sup>th</sup> June 2024

Employer's requirements within the framework. This should include the following

- Their approach to responding to a brief
- Their approach to client communication
- General availability and ability to attend face to face meetings
- Indicative timescales for specific types of work from brief to delivery and average turnaround times
- Consultation with any relevant stakeholders and any key liaisons
- Their response to quality control and feedback

**Please continue over (no more than) 3 pages of A4**

**Qualitative Element 2:**

**Qualifications, relevant experience, and case studies of previous similar projects – 35% Weighting**

**Criteria Guidance:** Provider's information on case studies of previous similar projects, insurances, relevant experience and any qualifications and/or specialisms of the team.

1. Please provide evidence of relevant experience and demonstrate a sample of your work for each specialism within the scope of services for which you wish to tender
2. Please provide qualifications and CVs of the company team.
3. The Provider should also seek to demonstrate previous experience of working for public sector and/or not for profit clients, a clear understanding of the unique nature and environment of West Cornwall and show how they have tackled a range of challenges in meeting a brief and delivering value for money.

## Document B: Expression of Interest Pro-forma

4. It is expected that the tenderer will carry the following insurances:

- Employers Liability (if applicable) with limit indemnity of £ 5,000,000
- Public Liability with limit indemnity of £ 5,000,000
- Professional indemnity Insurance with indemnity limit of £ 1,000,000

Please provide evidence that these levels of insurance are in place.

### **Qualitative Element 3:**

Social Value 10% Weighting

#### **Criteria Guidance:** Evidence of Social Values

Contractors are required to set out how their organisation contributes to Social Value, summarising key initiatives that they undertake to ensure added benefit to their employees, jobs, training and apprenticeships, the local Cornish community and community organisations and charities, the environment and sustainability. They should set out a social value statement and include a copy of their environmental statement or policy.

**Anticipated outcome:** The response should seek to demonstrate tangible benefits achieved through Social Value / Corporate Social Responsibility activities and initiatives.

#### **Tenderer Response:**

Response to be limited to 1 A4 page

## Document B: Expression of Interest Pro-forma

Signed on behalf of

Signature

Position

Please return this completed form before the tender deadline to

[tenders@stives-tc.gov.uk](mailto:tenders@stives-tc.gov.uk)

**Note: It may be required that during the tender process additional information, such as answers to clarifications questions or additional information or materials, may need to be passed on to contractors taking part in this procurement. The Council will update its website from time to time to release this information but will also forward this information by email to the above named contact point.**

**Invitation to tender STIves-ITT-0009-2024**

St Ives Town Council: professional consultancy services framework  
(covering design, illustration, branding, marketing, social media, e-commerce, web-design, printing and communications)



**St Ives Town Council**

## Document C: Standard Selection Questionnaire

### **St Ives Town Council: Professional Consultancy Services Framework (covering design, illustration, branding, marketing, social media, e-commerce, web-design, printing and communications)**

#### **Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.**

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion<sup>1</sup>. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

*Alternatively you can submit the completed Exclusion Grounds of the [EU ESPD \(Part III\)](#) as a downloaded XML file to the buyer contact point along with the selection information requested in the procurement documentation.*

#### **Supplier Selection Questions: Part 3**

The procurement document will provide instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay we reserve the right to amend the contract award decision and award to the next compliant bidder.

#### **Consequences of misrepresentation**

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

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<sup>1</sup> For the list of exclusion please see

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/551130/List\\_of\\_Mandatory\\_and\\_Discretionary\\_Exclusions.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf)

# Document C: Standard Selection Questionnaire

## **St Ives Town Council Professional Consultancy Services Framework Reference St Ives ITT-0009-2024 Open Procedure**

### **Notes for completion**

1. The “authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.
6. For answers to Part 3 - If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

## Document C: Standard Selection Questionnaire

### Part 1: Potential supplier Information

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 1	Potential supplier information	
Question number	Question	Response
1.1(a)	Full name of the potential supplier submitting the information	
1.1(b) – (i)	Registered office address (if applicable)	
1.1(b) – (ii)	Registered website address (if applicable)	
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	
1.1(d)	Date of registration in country of origin	
1.1(e)	Company registration number (if applicable)	
1.1(f)	Charity registration number (if applicable)	
1.1(g)	Head office DUNS number (if applicable)	
1.1(h)	Registered VAT number	
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	
1.1(k)	Trading name(s) that will be used if successful in this procurement	
1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE)	

## Document C: Standard Selection Questionnaire

	b) Sheltered Workshop c) Public service mutual	
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME) <sup>2</sup> ?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(n)	Details of Persons of Significant Control (PSC), where appropriate: <sup>3</sup> - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more. <sup>4</sup>  (Please enter N/A if not applicable)	
1.1(o)	Details of immediate parent company: - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable)  (Please enter N/A if not applicable)	
1.1(p)	Details of ultimate parent company: - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable)  (Please enter N/A if not applicable)	

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

<sup>2</sup> See EU definition of SME: <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>

<sup>3</sup> UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See PSC guidance.](#)

<sup>4</sup> Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award.

## Document C: Standard Selection Questionnaire

Please provide the following information about your approach to this procurement:

Section 1	Bidding model				
Question number	Question	Response			
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3.  If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3.			
1.2(a) - (ii)	Name of group of economic operators (if applicable)				
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.				
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	Yes <input type="checkbox"/> No <input type="checkbox"/>			
1.2(b) - (ii)	If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.				
	Name				
	Registered address				
	Trading status				
	Company registration number				
	Head Office DUNS number (if applicable)				
	Registered VAT number				
	Type of organisation				
	SME (Yes/No)				
	The role each sub-contractor will take in providing the works and /or supplies e.g.				

## Document C: Standard Selection Questionnaire

	key deliverables					
	The approximate % of contractual obligations assigned to each sub-contractor					

### Contact details and declaration

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Section 1	Contact details and declaration	
Question number	Question	Response
1.3(a)	Contact name	
1.3(b)	Name of organisation	
1.3(c)	Role in organisation	
1.3(d)	Phone number	
1.3(e)	E-mail address	
1.3(f)	Postal address	
1.3(g)	Signature (electronic is acceptable)	
1.3(h)	Date	

## Document C: Standard Selection Questionnaire

### Part 2: Exclusion Grounds

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 2	Grounds for mandatory exclusion	
Question number	Question	Response
2.1(a)	<p><b>Regulations 57(1) and (2)</b>  The detailed grounds for mandatory exclusion of an organisation are set out on this <a href="#">web page</a>, which should be referred to before completing these questions.</p> <p>Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the <a href="#">webpage</a>.</p>	
	Participation in a criminal organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Corruption.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Fraud.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Terrorist offences or offences linked to terrorist activities	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Money laundering or terrorist financing	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Child labour and other forms of trafficking in human beings	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
2.1(b)	<p>If you have answered yes to question 2.1(a), please provide further details.</p> <p>Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,</p> <p>Identity of who has been convicted</p>	

## Document C: Standard Selection Questionnaire

	If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.	
2.2	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion ? (Self Cleaning)	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.3(a)	<b>Regulation 57(3)</b> Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.3(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	

Please Note: The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

## Document C: Standard Selection Questionnaire

Section 3	Grounds for discretionary exclusion	
	Question	Response
3.1	<p><b>Regulation 57 (8)</b></p> <p>The detailed grounds for discretionary exclusion of an organisation are set out on this <a href="#">web page</a>, which should be referred to before completing these questions.</p> <p>Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.</p>	
3.1(a)	Breach of environmental obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1 (b)	Breach of social obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1 (c)	Breach of labour law obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(e)	Guilty of grave professional misconduct?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(h)	Been involved in the preparation of the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(i)	Shown significant or persistent deficiencies in the performance of a substantive	Yes <input type="checkbox"/> No <input type="checkbox"/>

3.0 Issue Date 11<sup>th</sup> June 2024

## Document C: Standard Selection Questionnaire

	requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?	If yes please provide details at 3.2
3.1(j)	Please answer the following statements	
3.1(j) - (i)	The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1(j) - (ii)	The organisation has withheld such information.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1(j) - (iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1(j) - (iv)	The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.2	If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)	

## Document C: Standard Selection Questionnaire

### Part 3: Selection Questions<sup>5</sup>

Section 4 Economic and Financial Standing		
	Question	Response
4.1	Are you able to provide a copy of your audited accounts for the last three years, if requested? If no, can you provide <b>one</b> of the following: answer with Y/N in the relevant box.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.2	Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.	Yes <input type="checkbox"/> No <input type="checkbox"/>

Section 5 If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:	
Name of organisation	
Relationship to the Supplier completing these questions	

5.1	Are you able to provide parent company accounts if requested to at a later stage?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.2	If yes, would the parent company be willing to provide a guarantee if necessary?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.3	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?	Yes <input type="checkbox"/> No <input type="checkbox"/>

<sup>5</sup> [See Action Note 8/16 Updated Standard Selection Questionnaire](#)

## Document C: Standard Selection Questionnaire

Section 6	Technical and Professional Ability
<b>6.1</b>	<p><b>Relevant experience and contract examples</b></p> <p>Please provide details of two contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.</p> <p>If you cannot provide examples see question 6.3</p>

	Contract 1	Contract 2
<b>Name of customer organisation</b>		
<b>Point of contact in the organisation</b>		
<b>Position in the organisation</b>		
<b>E-mail address</b>		
<b>Description of contract</b>		
<b>Contract Start date</b>		
<b>Contract completion date</b>		
<b>Estimated contract value</b>		

## Document C: Standard Selection Questionnaire

<b>6.2</b>	<p>Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)</p> <p>Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries)</p>

<b>6.3</b>	<p>If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.</p>

<b>Section 7</b>	<b>Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015<sup>6</sup></b>	
<b>7.1</b>	<p>Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?</p>	<p>Yes <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>
<b>7.2</b>	<p>If you have answered yes to question 1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?</p>	<p>Yes <input type="checkbox"/></p> <p>Please provide relevant the url ...</p> <p>No <input type="checkbox"/></p> <p>Please provide an explanation</p>

<sup>6</sup> [Procurement Policy Note 9/16 Modern Slavery Act 2015](#)

## Document C: Standard Selection Questionnaire

### 8. Additional Questions

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

Section 8	Additional Questions
8.1	Insurance
a.	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below: Y/N</p> <p>Employer's (Compulsory) Liability Insurance* = £5m</p> <p>Public Liability Insurance = £5m</p> <p>Professional Indemnity Insurance = £1m</p> <p>Product Liability Insurance = £N.A</p> <p>*It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>

PRICING DOCUMENT



**STives-ITT-0009-2024**

Professional consultancy services framework covering design, illustration, branding, marketing, social media, e-commerce, web-design, printing and communications

Price for: St Ives Town Council,

To: St Ives Town Council  
The Guildhall, Street an Pol  
St Ives, Cornwall  
TR26 2DS  
Email: [tenders@stives-tc.gov.uk](mailto:tenders@stives-tc.gov.uk)

From: .....

.....

.....

.....

We have examined the following documents:

- 1. General Instructions to bidders (Document A)
- 2. Expression of Interest Pro forma (Document B)
- 3. Standard Selection Questionnaire (Document C)
- 4. Form of Contract (Document E)

We offer to carry out the Services as described for each element and in accordance with the documents referred to in this Tender Pack at the following standard hourly or day rates, as follows:

	Hourly / Day Rate £	Special Rates Apply	Explanatory Notes
Design Concept & Brand Identity			
Design /Artwork			
Illustration			
Photography			
Website - development			
Content management   SEO			
Merchandise			
E-commerce			
Copywriting			

Document D: Pricing Document

Content marketing		
Photography		
Illustration		
Videos		
UX		

We undertake that in the event of acceptance of this offer, we will execute a formal contract with the Employer incorporating all the terms and conditions referred to in this offer within 21 days of being required to do so.

This tender remains open for acceptance for 90 days from the last date fixed for the submission of tenders.

We confirm that this Tender is submitted at our expense and agree that the Employer need not necessarily accept the lowest or any other Quotation.

Signed by or on behalf of : .....

Name : .....

Signature : .....

Position : .....

Date : ..... 2024

DATED

2024



## St Ives Town Council

professional consultancy services framework agreement  
(relating to design, illustration, branding, marketing, social  
media, e-commerce, web-design, printing, communications  
and associated services)

Between

St Ives Town Council

-and-

[consultant]

This agreement is dated [day] [month] 2024

Parties:

- (1) St Ives Town Council whose principal place of business is at the Guildhall, Street an Pol, St Ives, TR26 2DS (**Client**).
- (2) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Consultant**).

Together the "**Parties**"

## BACKGROUND

- (A) The Consultant is in the business of providing the Services.
- (B) This agreement sets out the procedure for ordering Services, the main terms and conditions for the provision of the Services and the obligations of the Consultant under this agreement.
- (C) It is the Parties' intention that the Client has no obligation to place Work Orders with the Consultant under this agreement or at all.

Operative Provisions:

### 1. DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation apply in this agreement:

#### 1.1 Definitions:

"Agreement Period"	[insert how many months/years the Consultant would like this Framework Agreement to be active]
"Business Day"	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
"Confidential Information"	means any information of either Party, however it is conveyed, that relates to the business, assets, affairs, developments, trade secrets, operations, processes, product information, know-how, designs or software, personnel and customers, clients, suppliers of the Parties, including Personal Data, Intellectual Property Rights, together with all information derived from the above, any information developed by the Parties in the course of carrying out this agreement, the terms of this

		agreement and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential.
"Data Protection Legislation"		all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.
"Environmental Regulations"	Information	mean the Environmental Information Regulations 2004 (SI 2004/3391) ( <b>EIRs</b> ) together with any guidance and codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.
"Fee"		means the fees agreed to be paid by the Client to the Consultant for Services that it undertakes pursuant to each Work Order.
"FOIA"		means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.
"Funder"		a person providing finance in connection with the Project or the Property.
Hourly/Day Rate		Details of the hourly/day rates as set out in Schedule 2 or as otherwise agreed between the parties from time to time or as set out in the Work Order.
"Information"		has the meaning given under section 84 of the FOIA.
"Intellectual Property Rights"		patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to

sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Material"

all designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, calculations, data, databases, schedules, programmes, bills of quantities, budgets and any other materials provided in connection with the Project and all updates, amendments, additions and revisions to them and any works, designs, or inventions incorporated or referred to in them for any purpose relating to the Project.

"Personal Data"

Shall have the same meaning as set out in the Data Protection Legislation.

"Policies"

Any Client policy that is made known to the Consultant including but not limited to the Council's environmental policy and real living wage policy.

"Project"

as set out in the Work Order.

"Property"

as set out in the Work Order.

"Requests for Information"

means a request for information or an apparent request under the FOIA or the Environmental Information Regulations.

"Services"

means all services that the Client instructs the Consultant to carry out pursuant to a Work Order including and/or taking account of any variations thereto subsequently instructed by the Client.

“Work Order” means an instruction to carry out work given by the Client to the Consultant in the form of the Work Order form attached at Schedule 1.

- 1.2 Clause and Schedule headings shall not affect the interpretation of this agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 This agreement shall be binding on, and ensure to the benefit of, the parties to this agreement and their respective personal representatives, successors and assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time.
- 1.11 Any reference to a party's consent or approval being required is to a consent or approval in writing which must be obtained before the relevant act is taken or event occurs.
- 1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.13 A reference to writing or written excludes fax and email.
- 1.14 References to clauses and Appendices are to the clauses and Appendices of this agreement.
- 1.15 A reference to a document is a reference to that document as varied from time to time.

- 1.16 Unless this agreement otherwise expressly provides, a reference to the Property or the Project is to the whole and any part of it.
- 1.17 Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

## **2. AGREEMENT**

- 2.1 The Client appoints the Consultant to carry out the Services, subject to the terms of this agreement.
- 2.2 This agreement takes effect from the date when the Consultant begins performing the Services, regardless of the date of this agreement.
- 2.3 This agreement constitutes the entire agreement between the Client and the Consultant relating to the supply of Services and supersedes and replaces any and all previous agreements, arrangements or understandings between the Client and the Supplier in respect thereof. For the avoidance of doubt, the Consultant's own standard terms and conditions of engagement shall have no validity under this agreement.

## **3. EXTENSION OF AGREEMENT PERIOD**

- 3.1 The parties may agree, at any time prior to the expiry of the Agreement Period (or any other later date that is agreed by the Client and the Consultant) to extend the Agreement Period, subject to the agreement between the parties of any appropriate adjustment of any Hourly/Day Rate.

## **4. WORK ORDER PROCESS**

- 4.1 The Client may at any time during the Agreement Period be entitled at their absolute discretion and from time to time to issue a Work Order requiring the Consultant to carry out the Services in the form attached at Schedule 1.
- 4.2 For the avoidance of doubt, the Consultant shall not perform any works and/or Services under the Work Order until the Client has issued a Work Order.
- 4.3 Each Work Order shall be part of and subject to the terms of this agreement and shall not form a separate contract to it.
- 4.4 The Consultant acknowledges that, in entering this agreement, no form of exclusivity or volume guarantee has been granted by the Client for the Services and that the Client is at all times entitled to enter into other contracts and arrangements with other suppliers for the provision of any or all services which are the same or similar to the Services.

- 4.5 The Consultant hereby confirms and accepts that if no instructions or Works Orders are received from the Employer it shall not be entitled to any monies or compensation whatsoever (including, for the avoidance of doubt, any costs, damages, loss of profit or loss of opportunity) from the Client.

## 5. **CONSULTANT'S OBLIGATIONS**

- 5.1 Subject to clause 5.2, the Consultant warrants and undertakes that it shall:

- 5.1.1 comply with the terms of this agreement;
- 5.1.2 not, without the Client's written consent, make any material change to the designs or specifications for the Project after they have been settled or approved;
- 5.1.3 provide the Client with as many copies of the Materials within the Project as the Client reasonably requires;
- 5.1.4 regularly liaise with any council officers or other professional consultants engaged on the Project.

- 5.2 The Consultant warrants and undertakes that it shall exercise all the reasonable skill, care and diligence to be expected of a qualified and experienced member of the Consultant's profession undertaking the Services on works similar in scope and character to the Project:

- 5.2.1 when performing the Services;
- 5.2.2 to comply with (and ensure the completed Project complies with) any statutory requirements, secondary legislation, regulations, bye-laws and planning agreements, obligations and consents; and
- 5.2.3 to perform the Services and prepare all Material for those elements of the Project for which the Consultant is responsible according to the Project programme or, in the absence of a Project programme, in sufficient time to facilitate the efficient progress of the Project.

- 5.3 The Consultant duties or liabilities under this agreement shall not be negated or diminished by any approval, inspection, test or omission to approve, inspect or test, by us or on our behalf.

- 5.4 The Consultant shall ensure it complies with all of the relevant Client's Policies.

## 6. **THE CONSULTANT'S AUTHORITY**

Notwithstanding any other provision of this agreement, other than in an emergency or with our prior written consent, the Consultant have no authority to:

- 6.1.1 make or instruct any material alteration to the Project or the Consultant Services;
- 6.1.2 vary, terminate or waive compliance with the terms of any contract or professional agreement relating to the Project;
- 6.1.3 enter into any contract, commitment or undertaking on our behalf

## **7. PAYMENT**

- 7.1 In consideration for the provision of the Services, the Client shall pay the Consultant in accordance with this clause 7.
- 7.2 The Consultant is entitled to payment for the Services in accordance with the Hourly/Day Rates as set in Schedule 2. Where no Fee is stated on the Work Order, or where the details of the commission are in the view of the Client, bespoke and outside the scope of the agreed schedule of rates, then payment will be in accordance with the sums as stated in a fee proposal which shall be submitted in relation to a specific Project and agreed between the Parties, prior to commencement. If the Client requires additional services pursuant to a Works Order, the Fee will be adjusted accordingly, subject to the approval of the Client.
- 7.3 All amounts payable by the Client exclude amounts in respect of value added tax (VAT) which the Client shall additionally be liable to pay to the Consultant at the prevailing rate (if applicable), subject to the receipt of a valid VAT invoice.
- 7.4 The Rates set out in Schedule 2 shall be reviewed on the first and every subsequent anniversary of the Framework Agreement and shall be agreed between the Parties.
- 7.5 The Consultant shall submit an invoice no more frequently than once every month for the Services provided in respect of all Work Orders. Each invoice shall clearly show the value of the Services provided since the last invoice (the notified sum), a breakdown of how the sum is calculated and shall include all supporting information reasonably required by the Client. The due date shall be the date of the invoice. The final date in respect of each invoice shall be 30 days after the due date.
- 7.6 Save where a payless notice is served in accordance with clause 7.6 the Client shall pay the notified sum to a bank account nominated in writing by the Consultant.
- 7.7 If the Client wishes to pay less than the notified sum, they shall serve on the Consultant a payless notice no later than one day prior to the final date for payment. Any payless notice shall show the sum payable (the revised notified sum) and a breakdown of how the sum is calculated. Where the Client has served a payless notice the Client shall pay the revised notified sum to a bank account nominated in writing by the Consultant.
- 7.8 The Client may at any time, without notice to the Consultant, set off any liability of the Consultant to the Client against any liability of the Client to the Consultant, whether

either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. Any exercise by the Client of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

## **8. TERMINATION**

8.1 The Client may terminate this agreement at any time by giving twenty-one Business Days' notice in writing to the Consultant.

8.2 Either party may immediately terminate this agreement by giving written notice to the other party if:

8.2.1 the other party is in material breach of its obligations under this agreement and fails to remedy such breach within ten Business Days of receiving written notice requiring it to do so; or

8.2.2 the other party becomes insolvent as defined in section 113 of the Housing Grants, Construction and Regeneration Act 1996 or:

(a) commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors; or

(b) applies to a court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986.

## **9. CONSEQUENCES OF TERMINATION**

9.1 On termination in accordance with clause 8 the Client shall pay the Consultant:

9.1.1 any amount properly due for payment under this agreement at the date of termination; and

9.1.2 a fair and reasonable proportion of the next instalment of the Fee commensurate with the Services properly performed at the date of termination.

9.2 Upon termination of this agreement, any outstanding Works Orders that have not reached completion shall also automatically be terminated, unless stated otherwise by the Client. If the Client elects for any outstanding Works Orders not to terminate at the same time as this agreement, then the Consultant will complete the Services under the Works Order, in accordance with the terms of this agreement.

9.3 The Client is entitled at any time to terminate any Work Order(s). For the avoidance of doubt, any termination of a Work Order will not affect the operation of this agreement

or any other Work Order(s) between the Client and Consultant at the time of termination.

9.4 If the Consultant's engagement under this agreement is terminated by the Client in accordance with clause 8.2 the Consultant shall pay the Client the reasonable cost of procuring a replacement professional consultant to carry out any unperformed Services, in the outstanding Works Orders at the date of termination, to the extent that such cost exceeds the Fee (or, where the Fee is yet to be determined, our reasonable estimate of the Fee) of each Work Order. Any such cost shall be deducted from the amount payable to the Consultant under clause 9.1 and if any shortfall remains following such deduction the Client may claim it as a debt due from the Consultant.

9.5 Payment under clause 9.1 shall be:

9.5.1 the Consultant's sole entitlement to compensation for termination of the Consultant engagement under this agreement; and

9.5.2 claimed by the Consultant as if it was a payment under clause 7.

9.6 Except as for any Fees due to the Consultant as set out in clause 9.1, the Client shall not be liable to the Consultant for:

9.6.1 any costs, expenses, disbursements or losses;

9.6.2 any loss of profits, loss of fees, loss of chance or other similar losses; or

9.6.3 any indirect losses or consequential losses

arising out of termination of the Consultant engagement under this agreement.

9.7 Termination of the Consultant engagement under this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this agreement which existed at or before the date of termination.

## 10. **ASSIGNMENT AND SUB-CONTRACTING**

10.1 The Client may assign the benefit of this agreement:

10.1.1 on two occasions to any person; and

10.1.2 without counting as an assignment under clause 10.1.1 by way of security to any Funder, including any reassignment on redemption of security.

10.2 The Consultant shall not contend that any person to whom the benefit of this agreement is assigned under clause 10.1 may not recover any sum under this Agreement because that person is an assignee only or otherwise is not a named party to this agreement or because the loss or damage suffered has been suffered by such

person only and not by the Client, or because such loss is different from that which would have been suffered by the Client.

10.3 The Consultant may not assign or transfer any of the Consultant rights and obligations under this agreement to any other person.

10.4 The Consultant shall not sub-contract the whole or any part of its obligations under this agreement except with the express prior written consent of the Client. The Consultant shall be responsible for any services the Consultant sub-contract to a third party as if the Consultant had performed such services itself.

## 11. **COPYRIGHT**

11.1 The Consultant owns all intellectual property rights (including copyright) relating to the Material the Consultant produces.

11.2 The Consultant grants the Client, with immediate effect, an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any Material prepared by, or on behalf of, the Consultant for any purpose relating to the Project and the Project.

11.3 The licence in clause 11.2 allows the Client to use the Material in connection with any extension of the Project, but not to reproduce the designs contained in the Material in any such extension.

11.4 The licence in clause 11.2 carries the right to grant sub-licences and is transferable to third parties with the Consultant's prior consent.

11.5 The Consultant shall not be liable for use of the Material for any purpose other than that for which it was prepared and/or provided.

11.6 The Client may at any time (whether before or after completion of the Services, or after termination of the Consultant's engagement under this agreement) request a copy or copies of (some or all of) the Material from the Consultant. On the Client's payment of the Consultant's reasonable charges for providing the copy (or copies), the Consultant shall provide the copy (or copies) to the Client.

## 12. **CONFIDENTIALITY**

12.1 Neither Party shall at any time disclose to any person any Confidential Information concerning the business, affairs, assets, customers, clients or suppliers of the other party, except as permitted by clause 12.2 and clause 13.

12.2 Each Party may disclose the other party's Confidential Information:

12.2.1 to its employees, officers, representatives, contractors, sub-contractors or advisers who need to know such information for the purposes of exercising

the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, contractors, sub-contractors or advisers to whom it discloses the other party's confidential information comply with this clause 12; and

12.2.2 as may be required by law, to a court of competent jurisdiction or any governmental or regulatory authority.

12.3 Neither the Consultant nor the Client shall use any other party's Confidential Information for any purpose other than to exercise the Client's rights or perform the Client's respective obligations under or in connection with this agreement.

### **13. FREEDOM OF INFORMATION**

13.1 The Consultant acknowledges that the Client is subject to the requirements of the FOIA and the EIRs. The Consultant shall:

13.1.1 provide all necessary assistance and cooperation as reasonably requested by the Client to enable the Client to comply with its obligations under the FOIA and EIRs;

13.1.2 transfer to the Client all Requests for Information relating to this agreement that it receives as soon as practicable and in any event within 2 Business Days of receipt;

13.1.3 providing the Client with a copy of all Information belonging to the Client requested in the Request for Information which is in its possession or control in the form that the Client requires within 5 Business Days (or such other period as the Client may reasonably specify) of the Authority's request for such Information; and

13.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Client.

13.2 The Consultant acknowledges that the Client may be required under the FOIA and EIRs to disclose Information (including Confidential Information) without consulting or obtaining consent from the Supplier. The Client shall take reasonable steps to notify the Consultant of a Request for Information (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Client shall be responsible for determining in its absolute discretion whether any Confidential Information and any other Information is exempt from disclosure in accordance with the FOIA and the EIRs.

### **14. PROFESSIONAL INDEMNITY INSURANCE**

- 14.1 The Consultant shall maintain professional indemnity insurance for an amount of at least £one million for any one occurrence or series of occurrences arising out of any one event for a period beginning on the date of this agreement and ending twelve years after the date of making good of defects of the Project, provided that such insurance is available at commercially reasonable rates.
- 14.2 The Consultant shall immediately inform the Client if the Consultant required professional indemnity insurance ceases to be available at commercially reasonable rates, so that the Client can discuss with the Consultant how best to protect the Parties respective positions regarding the Project and the Property, without that insurance.
- 14.3 Whenever the Client reasonably request, the Consultant shall send the Client evidence that the Consultant professional indemnity insurance is in force.

**15. DISPUTES**

Notwithstanding any other provision of this agreement, in the event of a dispute arising, either the Client or the Consultant may refer a dispute arising under this agreement at any time to the President of the Chartered Institute of Arbiters' Dispute Appointment Service in an attempt to resolve it by negotiation or mediation. However, if such resolution is unsuccessful, a dispute shall be determined by the Courts of England and Wales and subject to the law of England and Wales.

**Limitation of liability**

Without affecting any other limitation in this agreement, the Consultant's liability under or in connection with this agreement shall be limited to £200,000 for each and every claim. This limit shall apply however that liability arises including a liability arising by breach of contract, arising by tort (including the tort of negligence) or arising by breach of statutory duty. Provided that this clause 16 shall not exclude or limit the Consultant's liability for:

- 15.1.1 death or personal injury caused by the Consultant's negligence; or
- 15.1.2 fraud or fraudulent misrepresentation.

**16. NOTICES**

- 16.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be:
- 16.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

16.1.2 sent by email to the following addresses (or an address substituted in writing by the party to be served):

(a) Party 1: [ADDRESS].

(b) Party 2: [name]@stives-tc.gov.uk

16.2 Any notice shall be deemed to have been received:

16.2.1 if delivered by hand, at the time the notice is left at the proper address; or

16.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

16.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this subclause, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

16.3 This clause 17 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## 17. **LIABILITY PERIOD**

Neither party shall commence any legal action against the other under this agreement after two years from the date of making good of defects of all of the Project and any adjudicator's decision under clause 15 of this agreement shall be finally binding on both Parties unless either party has referred that dispute for final determination by legal proceedings, or has commenced any legal action to recover any overpayment to which the decision has led, before that date.

## 18. **THIRD PARTY RIGHTS**

This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

## 19. **ENTIRE AGREEMENT**

19.1 This agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19.2 Each party agrees that in entering into this agreement it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

19.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

19.4 Nothing in this clause shall limit or exclude any liability for fraud.

**20. NO ORAL VARIATION**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**21. SEVERANCE**

21.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, the relevant provision or part-provision shall be deemed deleted. Any deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

**22. GOVERNING LAW**

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

**23. JURISDICTION**

The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This agreement has been entered into on the date stated at the beginning of it.

Signed by [NAME]

for and on behalf of [NAME OF AUTHORITY]

.....

Title

Signed by [NAME]

for and on behalf of [NAME OF SERVICE PROVIDER]

.....

Title

## SCHEDULE 1

### Works Order

St Ives Town Council whose principal place of business is the Guildhall, Street an Pol, St Ives, Cornwall TR26 2DS (the Client)

Order Number: [Insert Number of Works Order]

Date: [Insert date of Works Order]

This Works Order is placed subject to the provisions of the Framework Agreement entered between the Client and Consultant and dated [date].

Please carry out the Services which are described in this Works Order.

Consultant:	[Insert Consultant Name]
Consultant's address:	[Insert Consultant's registered address]
Services	[Insert what services the Consultant has been engaged to provide]
Project:	[Insert details of the project to which the Services relate]
Commissioning Officer	[Insert Officer and Council Department details to which the Services relate]
Commencement Date:	[Insert date the Services are supposed to start]
Completion Date:	[Insert the date you require the Services to be completed by]
Fee:	[Insert the Fee for the Services]
Hourly/Day Rate	As per Schedule 2 of the Framework Agreement

**SCHEDULE 2**

**Hourly/Day Rates**

**Time charges**

Service Under the Contract:			
Name	Role/position	Hourly rate	Daily rate
[NAME]	[ROLE/POSITION]	[HOURLY RATE]	[DAILY RATE]