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| **Invitation to Tender For Kresen Kernow – Exhibition Design and Fit-Out and Wayfinding** |
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| Name of Project | Kresen Kernow – Exhibition Design and Fit-Out and Wayfinding |
| Project Reference Number | PAS 2015.37F |
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PART A – INSTRUCTIONS AND GUIDANCE

Section 1 – Introduction of Project Requirements

**PART A INSTRUCTIONS AND GUIDANCE**

1.1 Purpose and Scope of this ITT

This ITT:

* Sets out the overall timetable and process for the procurement to Tenderers
* Provides Tenderers with sufficient information to enable them to submit a compliant Tender (including providing templates where relevant)
* Sets out the Award Criteria and the Tender Evaluation Methodology that will be used to evaluate the Tenders
* Asks Tenderers to submit their Tenders in accordance with the instructions set out in the remainder of this ITT
* Explains the administrative arrangements for the receipt of Tenders

1.2 Introduction

The Council is conducting the procurement using the Open Procedure.

This document contains information about the procurement process, the Contract, and sets out the conditions for submission of a Tender.

1.3 Scope of the Project

Cornwall Council requires the services of a Contractor to undertake exhibition design and fit out and wayfinding for the new Kresen Kernow archive centre.

Kresen Kernow will be the new archive centre for Cornwall, bringing together the world’s largest collection of archives, rare books, photographs and recordings about Cornwall in a permanent purpose built home.

Alongside a state-of-the-art archive facility, we will be creating two exhibition spaces. The first exhibition space, on the ground floor, will be a flexible space designed in zones to display the breadth of our collections around key interpretation themes, identified during consultation. It should act as a stepping stone to further engagement.

The second exhibition space, on the first floor, will be environmentally controlled, enabling us to display more sensitive material and borrow items from national collections.

A comprehensive wayfinding scheme is needed throughout the building including all non-statutory signage.

1.4 Value of the Contract

Whilst there is no guaranteed quantity of expenditure, it is estimated that the value of the contract over its term will be between £135,000 and £175,000.

Whilst the details of potential expenditure are given in good faith as a guide to assist Tenderers in submitting their Tenders, they are not an undertaking on behalf of the Council to purchase the Services and Supplies to this or any other particular value and shall not create a binding obligation unless specifically stated within the Contract.

1.5 Contract Term

The Council proposes to enter into the Contract with the successful Tenderer (“Supplier”). The Contract shall take effect on the Commencement Date and shall continue until the Supplier has completed the supply of goods and any associated services in accordance with this Contract, subject to any termination rights contained within the Contract.

The anticipated Commencement Date is 1st April 2016.

1.6 Not Applicable to this Tender

Section 2 – Tender Timetable

2.1 Tender Information Table

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| Tender Information Table |
| Submission Instructions |
| Tenderers must complete and return the various requirements set out in Part B, Part C and the Schedules and Appendices to this ITT in order to submit a compliant Tender.3 x paper copies and 1 x master electronic version supplied on CD or memory stick. No other form of electronic submission will be accepted. Tender Documents must be sealed in a plain envelope addressed using the tender return label. The envelope or parcel shall not bear any name or any other mark (e.g. postal or franking devices on envelope) by which the Tenderer can be identified.The element of the Tender that identifies the price must be submitted within its own sealed envelope within the plain sealed envelope (as part of the overall Tender). Please ensure that when providing an electronic version by CD that your response to Section 6.6 Commercial Documentation is contained within a separate document or folder on the CD or on a separate CD |
| Tender to be returned to:  | Wayne Rossiter,Commercial Services Team,Cornwall Council,Third Floor South Wing, County Hall, Treyew Road, Truro,TR1 3AY |
| Tender clarification contact officer: | Wayne Rossiter |
| Tender clarification contact email: | wrossiter@cornwall.gov.uk |

2.2 Tender Timetable

It is the intention of the Council, that this procurement will follow a clear, structured and transparent process at all times and that all Tenderers will be treated equally.

The key dates for this procurement timetable are currently anticipated to be as follows:

|  |
| --- |
| Timetable |
| Event | Date |
| Issue ITT | 11/01/16 |
| Deadline for receipt of clarifications  | 15:00 29/01/16 |
| Target date for responses to clarifications | 04/02/16 |
| Deadline for return of Tenders (Return Date) | 15:00 18/02/16 |
| Evaluation of Tenders | 19/02/16 – 2/03/16 |
| Interviews | 9-10/03/16 |
| Notification of contract award decision | 15/03/16 |
| "Standstill" period ends | 25/03/16 |
| Confirm contract award | 29/03/16 |
| Target contract Commencement Date  | 01/04/16 |
| Issue Contract Award Notice | 01/04/16 |

Tenderers should note that this is an indicative timetable only and may be subject to change. Any changes will be communicated to all Tenderers as soon as possible.

Section 3 – Conditions of Tender

This section provides guidance to Tenderers on how to complete the Tender.

3.1 Clarifications

Any enquiries or requests for clarification of any matter relating to this ITT or its contents must be made in writing by e-mail or post to the individual named in Section 2.1.

The Council will endeavour, so far as is practicable, to respond to all clarifications as soon as possible through issuing a document listing Tenderers' questions and the response to them using the Clarifications Log which will be published as part of the contract advert on Contracts Finder and Tenders in Cornwall, and as such it will be the Tenderers responsibility to ensure they make reference back to the relevant site to obtain any updated information, as may be published from time to time.

However, the Council shall not be obliged to comply with any such request and does not accept liability or responsibility for failure to provide any information requested.

If a Tenderer considers that a clarification and/or its response relates to a confidential aspect of its ITT submission, it must mark the clarification as "confidential". If the Council is of the opinion that it would be inappropriate to answer the clarification on a confidential basis it will notify the Tenderer and require the Tenderer to either withdraw the clarification or to raise any objection within two (2) working days of such notification and state the grounds for its objection. If the Tenderer does not withdraw the clarification or raise any objection within the specified period, or if the Council is of the opinion that the clarification is not confidential, the Council may issue the clarification response to all of the Tenderers.

The Return Date for receipt of clarifications relating to the ITT is set out in the Tender Timetable contained in Section 2.2 of this ITT.

However, if the terms of the Contract render the proposals in a Tenderer's Tender unworkable, the Tenderer should submit a clarification prior to the submission of a Tender, and the Council will consider in its absolute discretion whether any amendment to the Contract is required. Any amendments which are proposed, but not approved by the Council through this process, will not be accepted and may be construed as a rejection of the terms leading to the disqualification of the Tender.

3.2 Deadline for Return of Tenders

Tenders must be submitted in accordance with the process identified in the Tender Information Table (Section 2.1) and within the deadlines set in the Tender Timetable found in Section 2.2.

Any Tender received after the Return Date shall not be opened or considered except for circumstances set out within the Council’s Contract Procedure Rules. The Council may, however, in its own absolute discretion extend the Return Date and in such circumstances the Council will notify all Tenderers of any such extension. It is the Tenderer’s responsibility to ensure that their tender is received in accordance with the deadline for receipt of tenders.

3.3 Interviews/Presentations

Interviews will be held subject to the successful completion of Part B Supplier Selection Criteria on 9th and 10th March 2016 (full details to be provided nearer the time). It is expected that the key team members nominated to work on the project will attend the interview. Refer to Section 6.4 Quality Assessment for further details.

3.4 Contract Award

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

Once the Council has reached a decision in respect of a contract award, it will notify all Tenderers of that decision and provide for a Standstill period in accordance with the Regulations.

3.5 Standstill Period

The Council will not enter into any form of binding commitment until the mandatory Standstill period under Regulation 87 of the Regulations has expired and provided that its original decision on which Tender to accept remains unchanged following any representations made during the Standstill period.

3.6 Debrief

Part B – Supplier Selection Criteria: those Tenderers who are unsuccessful at Selection Stage will be notified and debriefed as to the reasons – unsuccessful Tenderers at Selection Stage will not have their Tender evaluated

Part C –for those Tenderers who passed Selection Stage but are unsuccessful after evaluation of their Tender, notification of the Contract Award decision will be issued, informing them of the identity and relative advantages and characteristics of the successful Tenderer

3.7 Variant Bids

Tenderers are not permitted to submit variant bids to the Council. All Tenders submitted must conform to the conditions set out in this ITT in their entirety. Tenders that are qualified in any way shall not be accepted.

3.8 Contract Terms

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

This procurement is being carried out under Regulation 27 of the Regulations using the Open Procedure and therefore THE COUNCIL CANNOT NEGOTIATE WITH ANY TENDERER ABOUT THE TERMS AND CONDITIONS OF THE Contract after the award of any contract or submission of tender.

3.9 Council Rights

The Council reserves the right to:

* Seek clarifications or additional documents in respect of any Tenderer's submission
* Disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT, or submits a tender that is vague or incomplete. Evasive, unclear or hedged Tenders may be discounted in evaluation and may, at the Council's discretion, be taken as a rejection by the Tenderer of the terms set out in this ITT.
* Disqualify any Tenderer in accordance with Regulation 57 of the Regulations.
* Withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis
* Choose not to award any Contract as a result of the current procurement process
* Make whatever changes it sees fit to the Timetable, structure or content of the procurement process, depending on approvals processes or for any other reason

Non-acceptance or rejection of any tender shall be without prejudice to any other civil remedies available to the Council or any criminal liability which such conduct by a Tenderer may attract.

3.10 Tenderer Conduct

Tenderers are reminded of their obligations as set out in the Regulations, relating to their conduct, specifically deliberately unclear Tenders, price fixing, influencing the decision, contacting other Tenderers or linked suppliers, and other undesirable practices.

3.11 Warranties and Disclaimers

While the information contained in this ITT is believed to be correct at the time of issue, Tenderers should not rely on this information and should carry out their own due diligence checks and verify the accuracy of the information. Neither the Council, its advisors, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to all information including any statement, opinion or conclusion contained in, or any omission from, this ITT (including its appendices), and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Council. The Council does not accept any responsibility for any pre-contractual representations made by it or on its behalf.

If a Tenderer proposes to enter into the Contract with the Council, it must rely on its own enquiries and on the terms and conditions set out in the Contract. Neither the issue of this ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Council (or any other person) to enter into a contractual arrangement. The Council has not made and is not making any contract, agreement or warranty that a Contract will be offered through the issue of this ITT.

3.12 Tenderer’s Warranties

In submitting the Tender the Tenderer warrants and represents and undertakes to the Council that:

* It has not performed any of the acts or matters referred to in Regulation 57 of the Regulations, and has complied in all respects with this ITT.
* All information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Tenderer or its employees, officers, agents or advisers, in connection with or arising out of the Tender, are true, complete and accurate in all respects.
* It has made its own investigations and research, and has satisfied itself in respect of all matters relating to the ITT.
* It has full power and council to enter into the Contract and provide the Services and Supplies, and will if requested produce evidence of such to the Council.
* It is of sound financial standing and the Tenderer and its partners, directors, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the audited accounts or other financial statements of the Tenderer submitted to the Council) which may adversely affect such financial standing in the future.

The Tenderer shall indemnify, and keep indemnified, the Council against all actions, claims, demands, proceedings, damages, costs, losses, charges and expenses whatsoever in respect of any breach by the Tenderer of any of its obligations in this ITT.

3.13 Costs

The Council will not be liable for any bid costs, expenditure, work or effort incurred by a Tenderer or by a third party acting under instructions from them in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Council.

3.14 TUPE

It is the responsibility of the Tenderer to consider whether or not TUPE is likely to apply in the particular circumstances of this tender exercise and to act accordingly. Tenderers should therefore take their own advice and make their own enquiries regarding the likelihood of TUPE applying.

3.15 Confidentiality and Freedom of Information

This ITT is made available on condition that its contents (including the fact that the Tenderer has received this ITT) is kept confidential by the Tenderer and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Tenderer to submit a Tender.

It is the responsibility of the Council to publish details of all contracts it now places, therefore by returning this Tender, Tenderers acknowledge that the Council is obliged to disclose the provisions of any resulting Contract. This does not apply to any information which is exempt from disclosure in accordance with FOIA principles.  In determining whether any information is exempt, the Council shall consult with the Contractor and shall take its reasonable concerns into consideration, provided that the Council shall have the final decision in its absolute discretion.  The Contractor shall co-operate and assist the Council to publish in accordance with the Council’s obligation.

3.16 Publicity

Tenderers shall not undertake (or permit to be undertaken) at any time (whether prior to or after any contract award) any publicity or activity with any section of the media in relation to this tender process or the supply of the Services and Supplies specified, other than with the prior written consent of the Council. In this paragraph the word "media" includes (but is not limited to) radio, television, newspapers, trade and specialist press, the internet and E-mail accessible by the public at large and the representatives of such media.

3.17 Consortia, Unincorporated Joint Ventures and Sub-Contracting arrangements

The Council recognises that a Tenderer may be a collaboration of organisations either through a consortium arrangement, unincorporated joint venture or by way of a lead contractor and sub-contractors. This does not preclude a single organisation submitting a response.

Any Tenderer which is a consortium will be required to form a legal entity prior to any award of a Contract and suitable security for guaranteeing the obligations of the legal entity and the delivery of the works or services under the Contract may be required in the form of a parent company guarantee or performance bond from the Lead Organisation and/or the Relevant Organisations as required by the Council.

For Tenderers who are Lead Contractors and sub-contractors, the Lead Contractor will be required to enter into the Contract and take all legal responsibility for the obligations under that Contract and the Council reserves the right to require suitable security guaranteeing the obligations of the legal entity and the delivery of the works or services under the Contract in the form of a parent company guarantee or a performance bond if necessary.

For Tenderers who are single organisations, the Council reserves the right to require suitable security for works or services under the Contract in the form of a parent company guarantee or a performance bond if required.

All Tenders will be evaluated as a whole in accordance with this document and the details contained within the ITT.

All correspondence in relation to this procurement will be sent to the Lead Organisation only in accordance with Section 3 of this document.

3.18 Law

The laws of England and Wales will apply to this ITT and the procurement generally.

3.19 Form of Parent Company Guarantee

Where appropriate and the Council deems relevant a Parent Company Guarantee will be required prior to any formal award of contract.

3.20 Not Applicable to this Tender

3.21 Inter Government Information Sharing

All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice.

For these purposes, the Council may disclose within Government any of the Contractor's documentation/information (including any that the Contractor considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Contractor to the Council during this Procurement. The information will not be disclosed outside Government. Contractors taking part in this competition consent to these terms as part of the competition process.

Section 4 – Instruction/Guidance for Tender Return

4.1 Instructions for Tender Return

Only Parts B and C should be returned. Number every page sequentially in the main body of your response as "Page [x] of [xx]". Any additional information which is necessary to support your Tender should be included as appendices and cross-referenced in the main body of your Tender.

The envelope/packaging must be securely packed and sealed for tender return and must not indicate the identity of the Tenderer. Tenders with external identification may not be opened or considered. It must be clearly labelled as set out in the Tender Information Table.

You must return all documentation required by this ITT by the Return Date. Where Tenders are delivered by post or courier they must be delivered to the Council during normal working hours (9 a.m. to 4.30 p.m. Monday to Friday excluding statutory holidays) and a receipt obtained. Tenders shall not be handed to any other Department/Officer of the Council. Tenders delivered by hand to any other location or not receiving a receipt may not qualify and may be rejected.

Proof of posting or franking will not be accepted as proof of delivery.

4.2 Changes

After return of the tender the Tenderer must inform the Council of any changes. The Council reserves the right to disqualify any Tenderer that fails to undertake this task.

The Council reserves the right to accept changes proposed by any Tenderer to the composition of their Tenderer entity subject to the necessary legal/eligibility, technical ability and financial standing criteria set out being met and such change resulting in satisfactory arrangements for the Tenderer's ability to deliver the Contract requirements, providing always that such change is notified and takes effect prior to the Contract being executed.

4.3 Submission of Tenders

Unless the Council has expressly stated to the contrary, each Tenderer must submit only one Tender in respect of this ITT.

Each Tender must be a stand-alone bid and not be dependent on any other bid or any other factors external to the Tender itself. Each Tender must be capable of being accepted by the Council in its own right.

The following requirements must be adhered to when submitting Tenders:

* Tenderers should submit only such information as is necessary to respond effectively to this ITT.
* Unless specifically requested, extraneous presentation materials, particularly company corporate sales material, are neither necessary nor desired. Such materials will only be taken into account if they are clearly referenced in a Tenderer's specific response to a question in this ITT and only then to the extent that information is considered relevant by the Council.
* The Tender must be in English and drafted in accordance with the drafting guidance set out in this ITT.
* The Tender must be clear, concise and complete. The Council reserves the right to mark a Tenderer down or exclude them from the procurement if its Tender contains any ambiguities or lacks clarity.
* The element of the Tender that identifies the price must be submitted within its own sealed envelope (as part of the overall Tender)
* Tenderers have been asked to include a Single Contact Point in their organisation for their response to this ITT. The Council shall not be responsible for contacting the Tenderer through any route other than the nominated contact. The Tenderer must therefore undertake to notify any changes relating to the contact promptly.

4.4 Tender Evaluation Methodology

The Tender submission will be evaluated in two parts:

* Supplier Selection Criteria
* Tender Award Criteria

The first element the Council will evaluate is the Supplier Selection Criteria (Part B). Tenderers not satisfying the Supplier Selection Criteria will, at the discretion of the Council, be excluded from the remainder of the evaluation process and their Tender shall not be considered further.

The Council will then evaluate the Tender Award Criteria (Part C) for those Tenderers which were not excluded after evaluating the Supplier Selection Criteria.

4.5 Supplier Selection Criteria

The purpose of the Supplier Selection Criteria is to enable the Council to extract and evaluate the information required under Regulation 58 of the Regulations.

The Selection Criteria used comply with Guidance issued by the Minister for the Cabinet Office under Regulation 111 of the Regulations unless stated otherwise in the NOTE TO TENDERER at the start of that any individual Module.

Tenderers that fail to complete the documentation (even when stated ‘for information only’) may be excluded from the remainder of the evaluation process and their Tender shall not be considered further.

Each element/question stated within the Supplier Selection Criteria referenced above will be assessed on the basis of pass/fail or scored - as set out below:

|  |
| --- |
| Evaluation Methodology |
| Module | Evaluation Methodology |
| Module 1 - Tenderer Details | Info Only |
| Module 2 - Financial Matters | Pass / Fail |
| Module 3 - Health and Safety | Pass / Fail |
| Module 4 - Equality and Diversity | Pass / Fail |
| Module 5 - Mandatory Exclusions | Pass / Fail |
| Module 6 – Not Applicable to this Tender |  |
| Module 7 - Insurances  | Pass/Fail |
| Module 8 – Not Applicable to this Tender |  |
| Module 9 – Ability and References | Info Only |
| Module 10 – Project Specific Questions | Scored |

**Pass / Fail Questions**

These criteria will be scored on a pass / fail basis

Tenderers that receive a ‘fail’ in any of these questions/sections shall be excluded from the remainder of the evaluation process and their Tender shall not be considered further, unless the Council, at its absolute discretion, decides otherwise (the Council must evidence why such discretion was exercised).

Scored Questions

Will be scored in accordance with the table below.

|  |
| --- |
| Scored Questions |
| Score | Definition | Interpretation |
| 5 | Excellent | **Exceptional** demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to meet the criteria. **Full evidence** provided where required to support the response.  |
| 4 | Good | **Above average** demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to meet the criteria. **Majority of evidence** provided to support the response. |
| 3 | Acceptable | **Demonstration** of the relevant ability, understanding, experience, skills, resource and/or quality measures required to meet the criteria, with **some evidence** to support the response. |
| 2 | Minor Reservations | **Some minor reservations** of the relevant ability, understanding, experience, skills, resource and/or quality measures required to meet the criteria with **little or no evidence** to support the response. |
| 1 | Serious Reservations | **Considerable reservations** of the relevant ability, understanding, experience, skills, resource and/or quality measures required to meet the criteria, with **little or no evidence** to support the response. |
| 0 | Unacceptable | **Does not comply and/or insufficient information provided** to demonstrate that there is the ability, understanding, experience, skills, resource and/or quality measures required to meet the criteria, with **little or no evidence** to support the response. |

Tenderers that receive a score of less than 2 in any of these questions/sections shall be excluded from the remainder of the evaluation process and their Tender shall not be considered further, unless the Council, at its absolute discretion, decides otherwise (the Council must evidence why such discretion was exercised).

Consortia, Unincorporated Joint Ventures and Subcontracting Tenderers

Where the Tenderer has completed the response and that Tenderer is made up of a Lead Organisation and Relevant Organisation(s) the following will apply (unless stated otherwise within the relevant section):

* For Pass/Fail modules all Relevant Organisations will be required to pass all modules unless an adequate justification is provided by the Relevant Organisation or the Lead Organisation which is satisfactory to the Council; and
* For scored modules, the Council will provide the Tenderer with a global score for each question taking into account the responses received from each Relevant Organisation and looking at the submission in respect of that question as a whole.

4.6 Tender Award Criteria

Only tender submissions from Tenderers who pass the Supplier Selection Criteria Stage will be evaluated. The following therefore relates to the Tender Award Criteria.

The Contract awarded as a result of this procurement will be awarded on the basis of the offer that is the most economically advantageous to the Council.

The Award Criteria are:

* 60% Quality
* 40% Commercial

Scores are arrived at following the application of the Award Sub-Criteria set out below.

The Tender Evaluation Methodology showing the Award Sub-Criteria and the maximum scores attributable to them as well as the method of evaluation is set out below.

Quality –60%

This overarching Award Criteria is split into the following Award Sub-Criteria numbered [1] to [5] in the table below.

|  |  |  |  |
| --- | --- | --- | --- |
| Criteria | Weighting, A(100% total) | Quality Total, B(as above) | Overall Contribution to tenderer score inc. Quality and Commercial, C(A x B = C) |
| 1. Interview | 40% | 60% | 24% |
| 2. Interpretation of the space | 15% | 60% | 9% |
| 3. Ability to resource the project | 15% | 60% | 9% |
| 4. Approach and methodology | 15% | 60% | 9% |
| 5. Working with Design and Project Teams | 15% | 60% | 9% |
| Maximum Available Quality Score (=sum(C)) | 60% |

**Quality Score: Worked Example**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Criteria | Tenders Score, A | Maximum Score, B | Weighting, C(100% total) | Quality Total, D(as above) | Contribution to tenderers score, D(A÷B) x C x D = E |
| 1. Interview | 3 | 5 | 40 | 60 | 14.4% |
| 2. Interpretation of the space | 5 | 5 | 15 | 60 | 9% |
| 3. Ability to resource the project | 4 | 5 | 15 | 60 | 7.2% |
| 4. Approach and methodology | 3 | 5 | 15 | 60 | 5.4% |
| 5. Working with Design and Project Teams | 5 | 5 | 15 | 60 | 9% |
| Tenderers Quality Score out of a possible 60% (=sum(E)) | 45% |

4.6.1 Quality Evaluation

The technical quality evaluation will be scored as below.

Each scored question/section will be allocated a score between 0 and 5 in accordance with the table set out below:

Tenderers that receive a score of 2 less than 2 in any of these questions/sections shall be excluded from the remainder of the evaluation process and their Tender shall not be considered further, unless the Council, at its absolute discretion, decides otherwise (the Council must evidence why such discretion was exercised).

|  |
| --- |
| Scoring Matrix for Technical and Quality Criteria |
| Score | Judgement | Interpretation |
| 5 | Excellent | Exceptional demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the Services and Supplies and Supplies. Full evidence provided where required to support the response.  |
| 4 | Good | Above average demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the Supplies and Services. Majority evidence provided to support the response. |
| 3 | Acceptable | Demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the Services and Supplies, with some evidence to support the response. |
| 2 | Minor Reservations | Some minor reservations of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the Services and Supplies, with little or no evidence to support the response. |
| 1 | Serious Reservations | Considerable reservations of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the Services and Supplies, with little or no evidence to support the response. |
| 0 | Unacceptable | Does not comply and/or insufficient information provided to demonstrate that there is the ability, understanding, experience, skills, resource and/or quality measures required to provide the Services and Supplies, with little or no evidence to support the response. |

Commercials (Pricing) – 40%

The commercial element of the evaluation will be carried out after Tenderers have been selected using the Selection Criteria. Only those Tenderers satisfying the Selection Criteria’s requirements will have their commercial submission evaluated.

The Commercial Documentation contains the details and requirements relating to the price element of this ITT. This may include, but is not limited to, the inclusion of specific instructions, documents, templates, pricing structures, etc, for the Tenderers to return as part of their Tender submission.

The Tenderer’s prices will be scored on a comparative basis.

This will be done by recording the lowest price submitted by any of the Tenderers, then for each Tenderer, dividing this lowest price by the Tenderers’ price and then multiplying it by the allocated weighting (e.g. 30% if that is the percentage chosen by the Council). The equation set out below explains this in a simpler way:

(Lowest Price ÷ Tenderer’s price) x Weighting = Score

To accompany the above there is a worked example below to help explain this. The example assumes only 2 prices were submitted and that price was awarded 50% of the overall marks (i.e. quality was awarded 50%):

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **L** | **W** | **Tenderer 1** | **Tenderer 2** |
| Evaluation Elements | Lowest Submitted price (£) | Weighting % | Tendered Price  | Score \*  | Tendered Price | Score \*\*  |
| Total Contract Sum | £655,000 | 50 | £680,000 | 48.2 | £655,000 | 50 |
| **Total Score** |  | **50** |  | **48.2** |  | **50** |

The example above shows that Tenderer 2 scored maximum points because they submitted the lowest Quote price.

\* For Tenderer 1, score = (655,000/680,000) x 50 = 48.2

\*\* For Tenderer 2, score = (655,000/655,000) x 50 = 50

Where the Total Evaluated Scores of two or more tenderers are identical following the evaluation process identified above and a Tie has occurred the following will be applied to determine the preferred Supplier:

* Where in Section 4.6 the commercial element accounts for 50% or more of the total available score, the highest commercial score awarded to any of the Tied tenderers will be used to select the preferred supplier e.g.
	+ Supplier A  60% Commercial     34% Quality = 94%
	+ Supplier B 54%  Commercial     40% Quality = 94%

         Supplier A would be deemed the preferred Supplier

* Where the quality element accounts for 51% or more of the total available score, the highest quality score awarded to any of the Tied tenderers will be used to select the preferred supplier e.g.
	+ Supplier A  60% Quality 34% Commercial = 94%
	+ Supplier B  54% Quality 40% Commercial = 94%

         Supplier A would be deemed the preferred Supplier

In the eventuality that two or more tenderers remain Tied (e.g. Commercial Score and Quality Score are identical) following the application of the methodology above the preferred supplier will be selected at random from the remaining tenderers using a fair and transparent process. All tied suppliers will be entered into a draw and the first supplier to be picked from the draw will be the preferred supplier. In the event of a draw and spirit of fairness and transparency the Tied Tenderers will be invited to send a representative to witness the draw.

|  |
| --- |
| **Part B – Supplier Selection Criteria** |
|  |
| Kresen Kernow – Exhibition Design and Fit-Out and Wayfinding |
| Contract Reference Number PAS 2015.37F |
| Submitted By |  |
| Single Contact Point Name |  |
| Single Contact Point Email |  |
| Single Contact Point Tel. |  |
| Single Contact Point Address |  |
| Date |  |

**PART B SUPPLIER SELECTION CRITERIA**

#

# PART B – SUPPLIER SELECTION CRITERIA

Section 5 - Supplier Selection Criteria Completion Documentation

5.1 Submission Compliance Instructions

Tenderers shall complete and return only Parts B and C of this document, which includes any Appendices and Schedules requested. All Tenders received by the Return Date will be checked for compliance with the submission requirements set out in Part A of this ITT. If the Council does not consider a Tender compliant, it reserves the right not to carry out any further evaluation and may eliminate the Tenderer from the procurement.

Tenderers are asked to respond to all of the questions in this section. Tenderers are also asked to complete and return the Commercial documentation required.

Responses to all sections of the Tender may be assessed independently of each other. Therefore where a response to a section of a Tender is duplicated in the response to a different section, Tenderers are requested to repeat that information for each section rather than cross-referencing responses to where the information may have already been provided. It is the Tenderer’s responsibility to ensure the response to each question is entire and can be assessed as such.

5.2 Selection Stage

Tenderers are reminded that this Tender is conducted under the Open Procedure, and Part B (this section) therefore assesses the suitability of the Tenderer.

Where a Tenderer does not meet the Supplier Selection Criteria as set out, then they will be treated as ineligible and this may exclude their tender from the evaluation of offers made in accordance with Regulation 30 of the Regulations.

INFORMATION ONLY

5.3 Module 1 - Tenderer Details

NOTE TO TENDERER: Tenderers shall identify whether and which subcontracting or consortium arrangements apply in the case of their application and precisely which entity they propose to be the Contractor. Only the Lead Organisation is required to complete this section.

|  |  |  |
| --- | --- | --- |
| 5.3.1 | Full name of the Supplier completing the ITT |  |
| 5.3.2 | Registered company address |  |
| 5.3.3 | Registered company number |  |
| 5.3.4 | Registered charity number (if applicable) |  |
| 5.3.5 | Registered VAT number (if applicable) |  |
| 5.3.6 | Name of immediate parent company (if applicable) |  |
| 5.3.7 | Name of ultimate parent company (if applicable) |  |
| 5.3.8 | Please mark ‘X’ in the relevant box to indicate your trading status | i) a public limited company  | [ ]  Yes |
| ii) a limited company | [ ]  Yes |
| iii) a limited liability partnership | [ ]  Yes |
| iv) other partnership | [ ]  Yes |
| v) sole trader | [ ]  Yes |
| vi) other (please specify below) | [ ]  Yes |
|  |
| 5.3.9 | Please mark ‘X’ in the relevant boxes to indicate whether any of the following classifications apply to you | i)Voluntary, Community and Social Enterprise (VCSE) | [ ]  Yes |
| ii) Small or Medium Enterprise (SME) | [ ]  Yes |
| iii) Sheltered workshop | [ ]  Yes |
| iv) Public service mutual | [ ]  Yes |

|  |
| --- |
| **5.3.10 Bidding model** |
| **Please mark ‘X’ in the relevant box to indicate whether you are;** |
| a)  Bidding as a Prime Contractor and will deliver 100% of the key contract deliverables yourself | [ ]  Yes |
| b)  Bidding as a Prime Contractor and will use third parties to deliver some of the servicesIf yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for. | [ ]  Yes |
| c)  Bidding as Prime Contractor but will operate as a Managing Agent and will use third parties to deliver all of the servicesIf yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for. | [ ]  Yes |
| d)  Bidding as a consortium but not proposing to create a new legal entity. If yes, please include details of your consortium in the next column and use a separate Appendix to explain the alternative arrangements i.e. why a new legal entity is not being created. Please note that the Council may require the consortium to assume a specific legal form if awarded the contract, to the extent that it is necessary for the satisfactory performance of the contract. | [ ]  Yes**Consortium members****Lead member** |
| e)  Bidding as a consortium and intend to create a Special Purpose Vehicle (SPV). If yes, please include details of your consortium, current lead member and intended SPV in the next column and provide full details of the biding model using a separate Appendix. |  [ ]  Yes**Consortium members****Current lead member****Name of Special Purpose Vehicle** |

|  |
| --- |
| **5.3.11 Contact details** |
|  **Supplier contact details for enquiries about this ITT** |
| Contact Name |  |
| Organisation Name |  |
| Postal address |  |
| Country |  |
| Phone |  |
| Mobile |  |
| E-mail |  |

PASS/FAIL MODULES

5.4 Module 2 - Economic and Financial Standing

The information provided by the Tenderer will be assessed to establish the economic and financial standing of the Tenderer in relation to the contract.

This section **must** be completed. The Council will, where possible, obtain an independent financial assessment of the Tenderer and its relevant parent company from a reputable credit rating organisation. The Tenderer will be awarded an overall pass or fail mark dependant on the score awarded from the assessment process below.

All information provided should be clearly referenced to the question number in your submission.

This module has been taken from PAS 91 to appropriately manage the risk the risk of the Council. It therefore constitutes a minor variation from the Government Standard Selection Criteria.

|  |
| --- |
| **Please select the one organisation description that most closely matches your organisation and provide information accordingly** |
|  | **Type of organisation** | **Description of information expected, which will be taken into account in assessment** | Please indicate your answer by marking ‘X’ in the relevant box, only one required. |
| 5.4.1 | Financial information for a start-up business that has not reported accounts to the Revenue or Companies House. | Forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, or an alternative means of demonstrating financial status. | [ ]  YesReference for additional information: |
| 5.4.2 | Accounts for an unincorporated business (sole traders and partnerships). | Copy of the most recent accounts that contain turnover, profit before tax, and balance sheet (if prepared) covering either the most recent two year period of trading or if trading for less than two years, the period that is available. If accounts are not prepared, provide the relevant pages from the latest tax returns (self-employment pages for sole traders, partnership pages for partnerships) together with the tax assessment. | [ ]  YesReference for additional information: |
| 5.4.3 | Accounts for a small company or limited liability partnership with a turnover of below the audit threshold (currently £6.5 million) that is not required to prepare audited accounts. | Copy of the most recent accounts as submitted to the Inland Revenue covering either the most recent two year period of trading or if trading for less than two years, the period that is available. Abbreviated accounts are not acceptable. | [ ]  YesReference for additional information: |
| 5.4.4 | Accounts for a medium to large incorporated entity and all other organisations that are required to prepare audited accounts. | Copy of the most recent audited accounts for your organisation covering either the most recent three year period of trading, or if trading for less than three years, the period that is available. | [ ]  YesReference for additional information: |
| 5.4.5 | Accounts for other organisation types (e.g. not for profit entities, local authorities, housing associations, charities) | In most cases it is likely that audited accounts will have been prepared and the accounts required at 5.4.1 – 5.4.4 above will suffice. Where this not the case, an unaudited copy of the most recent accounts as described in 5.4.1 and 5.4.2 above should be provided. | [ ]  YesReference for additional information: |
|  |  |

**Group structures**

If the Tenderer is a subsidiary, the financial information is required for both the subsidiary and the relevant parent organisation. A financial assessment will also be performed on the relevant parent company based on the criteria outlined below. For purposes of assessment relevant parent company will be taken as the ultimate unless otherwise stated.

**Additional information**

Credit rating report: credit rating reports will be obtained for both the Tenderer and relevant parent company. These will be used to provide the Council with an independent check of financial information supplied by the Tenderer. Where the Tenderer or parent company receives a NIL credit rating this could lead to an unsatisfactory financial assessment but further investigation will be carried out based on the financial accounts supplied with the tender.

Litigation: outstanding claims or litigation to the value of 25% or more of the last financial year’s profits that are not covered by appropriate insurance could lead to an unsatisfactory financial assessment. This applies to the Tenderer and their relevant parent.

Scoring mechanism: up to 100 marks are awarded taking into account turnover and the performance of the company in question measured by using standard accounting ratios. The scoring model is therefore as follows.

**Financial Assessment process:** This module will be scored out of 100.

Organisations which score **70** marks or above will receive a **pass** for the purposes of this ITT an organisation scoring less than **70** will be deemed not to have met the Council's minimum standards of economic and financial standing and a **fail** may be awarded. The score for each element of the assessment will be rounded to two decimal places.

**Where the Tenderer is a subsidiary** The assessment process will be applied to the financial information obtained for both the Tenderer and its ultimate parent organisation and assessed as follows:

For Tenderers who have a parent organisation, the ultimate parent organisation will also be assessed on the same financial standards as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **Tenderer** | **Parent company** | **Ultimate result** | **Notes** |
| Pass | Pass | Pass |  |
| Fail | Fail | Fail |  |
| Fail | Pass | Pass  | Only if ultimate parent organisation confirms that it is willing to give financial support to the subsidiary organisation (the Tenderer) in the form of a parent company guarantee (PCG), or other form of suitable security as required by the Council. |
| Pass | Fail | Pass | **If** the relevant parent organisation is a non-trading Holding Company. |
| Pass  | Fail | Fail | **If** the relevant parent organisation is a trading organisation |

**Consortium bids** The assessment process will be applied to the financial information obtained for each relevant organisation that is a member of the consortium.

The combined turnover of all consortium members must meet the turnover requirement. All other elements of the financial assessment (profit, liquidity, gearing) will be based on the individual performance of **each** member of the consortium.

Where **any** member of the consortium cannot demonstrate that it meets the minimum acceptable standard (i.e. a score of 70 or above) then a fail may be awarded to the consortium.

**Scoring criteria calculations**

Scores will be calculated as follows:

|  |  |
| --- | --- |
| **Criteria** | **Maximum Score**  |
| (a) Turnover | 30 |
| (b) Acid Test Ratio | 30 |
| (c) Gearing | 20 |
| (d) Net Profit Margin | 20 |
| **Total Score** | **100** |

**Turnover: 30 marks**

This calculation is used to demonstrate the Tenderer has sufficient resources to meet the requirement of the Contract.

If the Tenderer's average annual turnover for each of the last two financial years is equal to or higher than the turnover requirement of at least £300,000.00 (three hundred thousand pounds) the Tenderer will receive 30 marks.

If the Tenderer has an average annual turnover for each of the last two financial years of less than least £300,000.00 (three hundred thousand pounds) zero (0) marks will be awarded.

In the case of a newly formed organisation the average annual turnover will be determined from a combination of the company accounts (where provided) and the business plan.

In the case of consortium bids the total combined turnover of the Lead Tenderer and all Relevant Organisations will be calculated and this combined turnover will be used within the individual assessment of each member of the consortium.

**Profit: 20 marks**

Marks will be awarded if the average profit margin for the last two years is above 0.

Net Profit margin percentage will be calculated as follows:

(Net Profit after interest but before tax / Turnover)

Scores will be awarded as follows:

|  |  |
| --- | --- |
| **Mean profit margin percentage (%)** | **Score** |
| Greater than 0 | 20 |
| Less than or equal to 0 (minimum standard) | 0 |

**Liquidity (Acid Test Ratio): 30 marks**

This criterion assesses whether or not the Tenderer can demonstrate they have sufficient resources to pay its debts by comparing [current assets](http://en.wikipedia.org/wiki/Current_asset) minus stock to [current liabilities](http://en.wikipedia.org/wiki/Current_liabilities). It is expressed as follows:

 (current assets – stock)
 = Acid Test
 current liabilities

This will be measured on the average of the two years accounts. Stock will include stock, inventories and work in progress.

The minimum standard for this criterion is that the Tenderer must have a current liquidity ratio of at least **1.0.**

Scores will be awarded as follows:

|  |  |
| --- | --- |
| **Current Ratio**  | **Score** |
| Equal to or greater than 1.0 | 30 |
| Less than 1.0 (minimum standard) | 0 |

**Gearing: 20 marks**

This criterion assesses whether or not the Tenderer can demonstrate it has sufficient equity (or capital) to borrowed funds. Gearing is a measure of financial leverage, demonstrating the degree to which a firm's activities are funded by owner's (shareholders) funds versus creditor's funds. This will be measured on the latest annual accounts only.

It is expressed as follows:

(Debt greater than 1 year + Debt less than a year + Overdrafts – Cash)

Net worth (or equity)

The Council will calculate the gearing ratio. The minimum standard for this criterion is that the Tenderer must have a gearing ratio lower than 90%

Scores will be awarded as follows:

|  |  |
| --- | --- |
| **Gearing Ratio %** | **Score** |
| Less than 90% | 20 |
| Equal to or greater than 90% | 0 |

 5.5 Module 3 - Health and Safety

NOTE 1 TO TENDERER: The Module must be completed in full and will be evaluated as a whole and given a pass or fail rating based on an evaluation of the risk to the Council of entering into a contract with the Tenderer.

NOTE 2 TO TENDERER: Prior to contract award Tenderers will be expected to provide evidence to support their response to this Module. A detailed evidence request form, proportional to the risk associated with this contract, will be forwarded to the preferred Tenderer once they have been selected. The receipt of satisfactory evidence is a condition required for contract award.

NOTE 3 TO TENDERER: Organisations with fewer than five employees are not legally required to have a documented policy statement. If a supplier is in this category it does not have to write down its policy, organisation or arrangements. However, it does need to be able to demonstrate that its policy and arrangements are adequate in relation to the type of activity likely to be undertaken and assessments of competence will be made easier if when procedures are clear and accessible.

This module has been taken from PAS 91 to appropriately manage the risk the risk of the Council. It therefore constitutes a minor variation from the Government Standard Selection Criteria.

|  |  |  |
| --- | --- | --- |
| 5.5.1 | If your organisation meets the criteria identified in one of **5.5.1(a)** to **5.5.1(c)** below and you can provide the supporting evidence required prior to contract award, you do not need to complete questions **5.5.2** to **5.5.13** of this question module. If exemption is not claimed, please move to **5.5.2** | Confirm if you meet any of the exemption criteria |
| **(a)** | You have within the last twelve months successfully completed a prequalification application undertaken by an assessment provider able to demonstrate that its information gathering process conforms to PAS 91. | [ ]  Yes[ ]  No |
| **(b)** | You have within the last twelve months, successfully met the assessment requirements of a scheme in registered membership of the [Safety Schemes in Procurement (SSIP) forum](http://www.ssip.org.uk/). | [ ]  Yes[ ]  No |
| **(c)** | You hold a UKAS or equivalent, accredited independent third party certificate of compliance with BS OHSAS 18001. | [ ]  Yes[ ]  No |

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Question** | **Example of the type of information in support of responses, which will be taken into account in an assessment carried out before contract award.** | **Yes / No** |
| 5.5.2 | Are you able to demonstrate that you have a policy and organisation for health and safety (H&S) management? | You will be expected to demonstrate and provide evidence on request of a periodically reviewed H&S policy, endorsed by the chief executive officer The policy should be relevant to the anticipated nature and scale of activity to be undertaken and set out responsibilities for H&S management at all levels in the organisation *(Organisations with fewer than 5 employees, please see Note 2 to this Table)* | [ ]  Yes[ ]  No |
| 5.5.3 | Are you able to describe your arrangements for ensuring that your H&S measures are effective in reducing/ preventing incidents, occupational ill-health and accidents? | You will be expected to demonstrate and provide evidence on request of the arrangements for H&S management that are relevant to the anticipated nature and scale of activity to be undertaken and show clearly how these arrangements are communicated to the workforce. *(Organisations with fewer than 5 employees, please see Note 2 to this Table)* | [ ]  Yes[ ]  No |
| 5.5.4 | Do you have access to competent H&S advice / assistance? | You will be expected to demonstrate and provide evidence on request of how your organisation obtains access to competent H&S advice.***NOTE*** *Access to competent in-house advice, in whole or part, is preferred.* | [ ]  Yes[ ]  No |
| 5.5.5 | Do you have a policy and process for providing your staff/ workforce with training and information appropriate to the types of activity that your organisation is likely to undertake? | You will be expected to demonstrate and provide evidence on request that your organisation has in place and implements, training arrangements to ensure that its staff/ workforce has sufficient skills and understanding to discharge their various duties. This should include refresher training (e.g. a CPD programme) that will keep the workforce updated on good H&S practice applicable throughout the company. | [ ]  Yes[ ]  No |
| 5.5.6 | Do your employees have H&S or other relevant qualifications and experience sufficient to implement your H&S policy to a standard appropriate to the activity that your organisation is likely to undertake. | You will be expected to demonstrate and provide evidence on request, that your staff/ workforce possesses suitable qualifications and experience for the tasks assigned to them, unless there are specific situations where they need to work under controlled and competent supervision e.g. trainees. | [ ]  Yes[ ]  No |
| 5.5.7 | Do you check, review and where necessary improve your H&S performance? | You will be expected to demonstrate and provide evidence on request that your organisation has in place and implements, an ongoing system for monitoring H&S procedures on an ongoing basis and for periodically reviewing and updating that system as necessary. | [ ]  Yes[ ]  No |
| 5.5.8 | Do you have procedures in place to involve your staff/ workforce in the planning and implementation of H&S measures? | You will be expected to demonstrate and provide evidence on request that your organisation has in place and implements a means of consulting with its staff/ workforce on H&S matters and show how staff/ workforce comments, including complaints are taken into account. | [ ]  Yes[ ]  No |
| 5.5.9 | Do you routinely record and review accidents/ incidents and undertake follow-up action? | You will be expected to provide access on request to records of accident rates and frequency for all RIDDOR reportable events for at least the last three years. Demonstrate that your organisation has in place a system for reviewing significant incidents, and recording action taken as a result including action taken in response to any enforcement. | [ ]  Yes[ ]  No |
| 5.5.10 | Do you have arrangements for ensuring that your suppliers apply H&S measures to a standard appropriate to the activity for which they are being engaged? | You will be expected to demonstrate and provide evidence on request that your organisation has and implements, arrangements for ensuring that H&S performance throughout the whole of your organisation’s supply chain is appropriate to the work likely to be undertaken. | [ ]  Yes[ ]  No |
| 5.5.11 | Do you operate a process of risk assessment capable of supporting safe methods of work and reliable project delivery where necessary? | You will be expected to demonstrate and provide evidence on request that your organisation has in place and implements procedures for carrying out relevant risk assessments and for developing and implementing safe systems of work (‘method statements’). You should be able to provide indicative examples. The identification and control of any significant occupational health (not just safety) issues should be prominent. *(Organisations with fewer than 5 employees, See Note 2 to this Table)****NOTE*** *Risk assessments should focus on the needs of the particular job and should be proportionate to the risks arising from the work to be undertaken.*  | [ ]  Yes[ ]  No |

5.6 Module 4 - Equality and Diversity

NOTE TO TENDERER: this section will be evaluated on a ‘Pass/Fail’ basis. For questions 5.6.1 and 5.6.2 answers of ‘No’ constitute a ‘Pass’, and any answers of ‘Yes’ constitute a ‘Fail’ unless evidence can be provided of appropriate and proportional self-cleaning in question 5.6.3.

The Lead Organisation and the Relevant Organisations must answer all questions in this section.

For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.

|  |  |  |
| --- | --- | --- |
| 5.6.1 | In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)? | [ ]  Yes[ ]  No |
| 5.6.2 | In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?  | [ ]  Yes[ ]  No |
| 5.6.3 | If you have answered “yes” to either 5.6.1 or 5.6.2, please provide below, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.You are also required to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.You may be excluded if you are unable to demonstrate to the Council’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.  |
|  |

5.7 Module 5 – Grounds for Exclusion

NOTE TO TENDERER: Both Module 5A and 5B must be completed and will be evaluated as a whole on a Pass or Fail basis. The section will be marked as a ‘Fail’ if “Yes” is answered to any element of question 5.7.1, 5.7.2 or 5.7.4 and satisfactory evidence of self-cleaning is not detailed in your response to either question 5.7.3 or 5.7.5.

The Lead Organisation and the Relevant Organisations must answer all questions in this section.

If the Council becomes aware of an exclusion at a later date, following contract award, your contract may be terminated.

**‘Self-cleaning’**

Questions 5.7.3 and 5.7.5 offer Tenderers an opportunity to provide sufficient evidence of self-cleaning. Evidence provided must give a summary of the circumstances and any remedial action that has taken place subsequently and effectively “self-cleans” the situation referred to in that question. The supplier has to demonstrate it has taken such remedial action, to the satisfaction of the Council in each case.

If such evidence is considered by the Council (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process.

In order for the evidence referred to above to be sufficient, the Tenderer shall, as a minimum, prove that it has;

* paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
* clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
* taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the Tenderer shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the Council to be insufficient, the Tenderer shall be given a statement of the reasons for that decision.

**Taking Account of Bidders’ Past Performance**

In accordance with 5.7.4(g), the Council may assess the past performance of a Supplier (through a Certificate of Performance provided by a Customer or other means of evidence). The Council may take into account any failure to discharge obligations under the previous principal relevant contracts of the Supplier completing this ITT. The Council may also assess whether specified minimum standards for reliability for such contracts are met.

In addition, the Council may re-assess reliability based on past performance at key stages in the procurement process (i.e. supplier selection, tender evaluation, contract award stage etc.). Suppliers may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

Module 5A: Grounds for mandatory exclusion

|  |  |  |
| --- | --- | --- |
| **5.7.1** | Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences? | Please indicate your answer by marking ‘X’ in the relevant box. |
| Yes | No |
|  | conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of European Council Framework Decision 2008/841/JHA on the fight against organised crime; |  |  |
|  | corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906; |  |  |
|  | the common law offence of bribery; |  |  |
|  | bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983; |  |  |
|  | any of the following offences, where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities: |
| (i) the offence of cheating the Revenue; |  |  |
| (ii) the offence of conspiracy to defraud; |  |  |
| (iii)fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978; |  |  |
| (iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006; |  |  |
| (v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994; |  |  |
| (vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; |  |  |
| (vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969; |  |  |
| (viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or |  |  |
| (ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act; |  |  |
|  | any offence listed— |
| (i) in section 41 of the Counter Terrorism Act 2008; or |  |  |
| (ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection; |  |  |
|  | any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f); |  |  |
|  | money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002; |  |  |
|  | an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996; |  |  |
|  | an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004; |  |  |
|  | an offence under section 59A of the Sexual Offences Act 2003; |  |  |
|  | an offence under section 71 of the Coroners and Justice Act 2009 |  |  |
|  | an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or |  |  |
|  | any other offence within the meaning of Article 57(1) of the Public Contracts Directive— |
| (i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or |  |  |
| (ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland. |  |  |
| **5.7.2** | Non-payment of taxesHas it been established 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 your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?If you have answered Yes to this question, please use the box below to provide further details. In this box please confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines? |  |  |
|  |
| **5.7.3** | If you have answered “Yes” to any part of 5.7.1 or 5.7.2 please demonstrate clearly, with the use of evidence as required that the organisation has conducted sufficient self-cleaning in accordance with Regulation 57(13-17) of the Regulations. |
|   |

Module 5B: Grounds for discretionary exclusion

NOTE TO TENDERER: This section must be completed and will be evaluated as a whole on a Pass or Fail basis. This section may be marked as a ‘Fail’ if “Yes” is answered to any element of question 5.7.4 and satisfactory evidence of self-cleaning is not detailed in your response to question 5.7.5.

The Lead Organisation and the Relevant Organisations must answer all questions in this section.

If the Council becomes aware of an exclusion at a later date, following contract award, your contract may be terminated.

|  |  |  |
| --- | --- | --- |
| **5.7.4**  | **Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.** | **Please indicate your answer by marking ‘X’ in the relevant box.** |
| **Yes** | **No** |
| **(a)** | your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contract Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time; |  |  |
| **(b)** | your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your 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; |  |  |
| **(c)** | your organisation is guilty of grave professional misconduct, which renders its integrity questionable; |  |  |
| **(d)** | your organisation has entered into agreements with other economic operators aimed at distorting competition; |  |  |
| **(e)** | your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contract Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures; |  |  |
| **(f)** | the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures; |  |  |
| **(g)** | your organisation has shown significant or persistent deficiencies in the performance of a substantive 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; |  |  |
| **(h)** | your organisation has been 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; |  |  |
| **(i)** | Your organisation has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contract Regulations 2015; |  |  |
| **(j)** | your organisation has undertaken to unduly influence the decision-making process of the Council; |  |  |
| **(k)** | obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; |  |  |
| **(l)** | your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. |  |  |
| **5.7.5** | If you have answered “Yes” to any part of 5.7.4 please demonstrate clearly, with the use of evidence as required that the organisation has conducted sufficient self-cleaning in accordance with Regulation 57(13-17) of the Regulations. |
|   |

5.8 Module 6 – Not Applicable to this Tender

5.9 Module 7 – Insurances

NOTE TO TENDERER: only the Lead Organisation is required to answer this section. If successful at the end of this tender process then evidence of the declared insurance will need to be provided prior to contract award.

|  |  |  |
| --- | --- | --- |
| **5.9.1** | 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.If the policy held is in the aggregate, the remaining cover must exceed the minimum requirements shown.Employer’s (Compulsory) Liability Insurance = £5m Public Liability Insurance = £5mProfessional Indemnity Insurance = £1mProduct Liability Insurance = £5m  | [ ]  Yes[ ]  No |

5.10 Module 8 – Not Applicable to this Tender

5.11 Module 9 – Ability and References – Info Only

NOTE TO TENDERER: This section must be completed but is for information only and will not be scored, however failure to complete the section may result in an incomplete bid leaving the tender subject to rejection at the Council’s discretion. References for works/services with Local Authorities or other Public Sector bodies should be considered preferable. Grant funded work can also be used where felt relevant. In order to avoid the potential for a conflict of interest, references should not be supplied for works undertaken for Cornwall Council; however, if such references are the only ones that the Tenderer can provide then the council may accept them subject to the Council’s absolute discretion to reject any reference(s) that create or may be considered to create a conflict of interest.

The Council may elect to contact any of the given organisations for a reference at any stage of the procurement. Your permission to do so will be assumed unless you explicitly state any objections.

This module has a minor variation from the Government Standard Selection Criteria.

|  |  |
| --- | --- |
| **5.11.1** | Please provide reference details of two contracts or grants you have been awarded within the last six years for the provision of exhibition design and fit out and/or wayfinding Services and Supplies similar to those required by the Council. |
| **a** | **B** |
| **Reference Company Name** |  |  |
| Address |  |  |
| Contact Name |  |  |
| Telephone Number |  |  |
| E-mail Address |  |  |
| Contract Reference Number |  |  |
| Description of Services and Supplies undertaken to include archive material experience and wayfinding (max 300 words) |  |  |
| Date Contract Awarded |  |  |
| Length of Contract |  |  |
| Type of Contract |  |  |
| Annual Value of Contract (£) – including details of external funders e.g. Heritage Lottery Fund etc. |  |  |
| Names of key team members involved in the project |  |  |
| Details of relevant qualifications, skills, memberships to professional bodies, etc, used in support of delivery of the contract |  |  |
| Details of known risks involved with delivery of this type of work and suggested mitigations |  |  |

**SCORED MODULES**

5.12 Module 10 - Project Specific Questions

|  |  |
| --- | --- |
| **5.12.1** | **Please give details of your previous experience in providing exhibition design, fit out and wayfinding services in 3 projects of this size and scale in the last 6 years. Please provide at least one example of exhibition design and fit out and at least one example of wayfinding. Two of these projects should be included as references in Section 5.11 Module 9 Ability and References (maximum of 2 A4 sides per project size 10 font excluding images).** |
|  |
| **5.12.2** | **Please provide details of your experience in the display of a range of archive materials (maximum of 2 A4 sides size 10 font excluding images).** |
|  |

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**PART C TENDER RETURN**

|  |
| --- |
| **Part C – Tender Return** |
|  |
| Kresen Kernow – Exhibition Design and Fit-Out and Wayfinding |
| Contract Reference Number PAS 2015.37F |
| Submitted By |  |
| Single Contact Point Name |  |
| Single Contact Point Email |  |
| Single Contact Point Tel. |  |
| Single Contact Point Address |  |
| Date |  |

#

# PART C - TENDER RETURN

Section 6 - Tender Completion Documentation

6.1 Tender Compliance Instructions

Refer to Section 4 Instruction/Guidance for Tender Return.

6.2 Tenderer Details

Tenderers shall identify whether and which subcontracting or consortium arrangements apply in the case of their Tender and precisely which entity they propose to be the Contractor.

|  |
| --- |
| Tenderer Details |
| Information required | Tender response |
| Registered name of the company with which it is proposed that the Council enters into the Contract if the Tenderer is successful |  |
| Single Contact Point name for all enquiries related to your Tender |  |
| Company position of contact |  |
| E-mail address of contact |  |
| Landline telephone number of contact |  |
| Mobile telephone number of contact |  |

6.3 Tender Stage

Tenderers are reminded that this tender is conducted under the Open Procedure, and Part C (this section) therefore assesses the ability of the Tenderer to deliver against the requirements of the contract.

6.4 Quality Assessment

The quality assessment will be evaluated against the Tenderers responses to the Specification.

|  |  |
| --- | --- |
| **6.4.1** |  **For interview*** Successful tenderers will be required to make a 10 minute presentation to the Interview Panel demonstrating their understanding of the Specification and the ability to meet those requirements (20% weighted score 12%)
* Describe how you will ensure that the exhibition zones will appeal to all ages? (10% weighted score 6%)
* The team at Kresen Kernow will be small – how will you ensure that the proposed displays (both physical and digital) will be suitable for one person to change and can be refreshed and changed easily and cost effectively? (10% weighted score 6%)
 |
|  |
| **6.4.2** | **For tender return**One of the exhibition zones (outlined in Appendices 3b-h) will focus on the history of the Redruth Brewery. Work has already started to collect oral histories, photographs, documents, artefacts and memories related to the site and its history, and it is envisioned that the Brewery Exhibition Zone will be an eye-catching and engaging display of some of these, appealing to all audiences and giving a flavour of the site’s past. Using this zone as a case study, please illustrate with the use of visuals, how you might creatively use displays, imagery and interactives to interpret this theme in an engaging and informative manner. (15% weighted score 9%) |
|  |
| **6.4.3** | Demonstrate your ability to resource the scheme with appropriately experienced and qualified staff, and your ability to deliver the work on time and on budget including details of how the project will be managed. Include CVs for each member of your team who will be working on the project including but not limited to the project manager. Maximum one (1) side A4 plus one (1) side A4 per CV] (15% weighted score 9%) |
|  |
| **6.4.4** | Outline your approach and methodology for the development of designs and the delivery of the products for all the zones. In your response include a draft implementation plan and a risk register identifying key risks and showing how you would mitigate against the key risks identified, for example the impact of programme slippage from the supplier or client. [Maximum four (4) sides A4] (15% weighted score 9%) |
|  |
| **6.4.5** | Provide details of how you propose to work with and alongside the various teams as described in the specification to provide the Supplies and Services. (15% weighted score 9%) |
|  |

6.5 Specification

Unless otherwise stated all elements of the Specification are to be considered mandatory requirements and failure to meet these requirements may result in your exclusion from the tender process.

**6.5.1 Introduction/Background**

Kresen Kernow will bring together the world’s largest collection of archives, rare books, photographs and recordings about Cornwall in a permanent, purpose-built home. The collections are currently held in three locations: Cornwall Record Office and the Cornish Studies Library (known together as the Archives and Cornish Studies Service or ACSS) and Cornwall & Scilly Historic Environment Record. An architect led Design Team Purcell Miller Tritton LLP, have designed the building to RIBA stage 4; construction is due to begin in 2016 with the archive centre’s proposed opening in 2018.

Alongside a state-of-the-art archive facility, we will be creating two exhibition spaces. The first exhibition space, on the ground floor, will be a flexible space designed in zones to display the breadth of our collections around key interpretation themes, identified during consultation. It should act as a stepping stone to further engagement. This space is designed to feel open, so that visitors can wander between the exhibition, reception, learning and café areas without boundaries. It should be highly engaging and accessible, using a variety of media, aimed at a wide variety of audiences.

The second exhibition space, on the first floor, will be environmentally controlled, enabling us to display more sensitive material and borrow items from national collections. For further information about the building, space allocations and exhibition zones refer to Appendices 3a-j.

It has long been a desire of ACSS to have a proper exhibition space, one which would be suited to hosting rare and delicate manuscripts. To date, the ACSS has held exhibitions at the Cornish Studies Library in Redruth, in a large multi-purpose space which has demonstrated an audience for exhibitions, but has not been suitable for the display of sensitive material.

The exhibition spaces at Kresen Kernow will be vital to attracting visitors and repeat visits, growing and diversifying the audience for these wonderful collections and creating a vibrant space for the celebration of Cornwall’s rich heritage. An Exhibition Plan was produced during the project’s development stage, in order to present an indicative scheme to support the project’s Round 2 Heritage Lottery Fund submission. The Plan covers the links between the project and exhibition objectives, the exhibition consultation undertaken to date, the inspiration and aspirations for the spaces, and its sustainability and accessibility. The Exhibition Plan will be made available to the successful tenderer.

This project is initially focused on reviewing the Exhibition Plan and designing and installing the exhibition spaces for the opening of Kresen Kernow. The project also includes the development of a strategic wayfinding scheme for Kresen Kernow, and designing non-statutory signage for the building, ensuring it fits with the aesthetic of the building and exhibition spaces (see Appendix 3k).

The Contract will be delivered in the following two phases:

Phase 1 – Design

Phase 2 – Production and Installation

as described in Section 6.5.3 below.

Phase 1 will commence following award of the contract. The commencement of Phase 2 will be conditional and the conditions relating to this are as set out in the Contract. The contract duration will be dependent upon the construction programme for the Kresen Kernow building.

A draft timetable for the provision of the Supplies and Services required is included below but it should be noted that this is indicative only and subject to change.

|  |  |
| --- | --- |
| Contract and Phase 1 Services commence | 01/04/ 2016 |
| Review Exhibition Plan  | April/May 2016 |
| Work with Kresen Kernow teams to develop and agree the general aesthetic and location of exhibition zones and wayfinding | May-July 2016 |
| Design the zones and signs  | August 2016- March 2017 |
| Anticipated appointment of the main construction contractor  | October 2016 |
| Gather material and print samples for review | April 2017 |
| Consultation and audience testing  | May/June 2017 |
| Review and adapt designs after consultation/testing | July/August 2017 |
| Prepare detail specifications for production | August/September 2017 |
| Anticipated start of Phase 2 Supplies and Services | To be confirmed |
| Production tender and appointment  | To be confirmed |
| Brief the production supplier and oversee production  | To be confirmed |
| Anticipated building handover and move in date | April 2018 |
| Oversee the installation of the exhibition and signage  | April – September 2018 |
| Work with the Kresen Kernow Architect-led Design Team, Main Contractor and the Activity Programme Team to resolve any snagging issues and quality management arrangements  | April – September 2018 |
| Kresen Kernow and exhibition opening | October 2018[[1]](#footnote-1) |

**6.5.2**

**Objectives of the exhibition spaces**

• To showcase our collections and Cornish history at the heart of a new public space in Redruth.

• To use original archive documents, digital interactives, display panels and hands-on objects to attract a broader audience.

• To enable visitors to learn about life in Cornwall over thousands of years of Cornish history.

• To inspire visitors to engage further with our collections through activities, volunteering or research.

• To encourage students, school pupils and volunteers to contribute to the Councils exhibitions.

• To promote a broader range of our collections than visitors might usually choose to access.

• To create a strong sense of place and local pride.

• To encourage people to use archives in their own research.

**Objectives of the wayfinding scheme**

* To inform visitors about the building, services and collections.
* To inspire visitors to engage with all our collections.
* To encourage visitors to explore and feel confident and comfortable using all parts of the building and services.
* To link the two floors and the public and controlled areas of the building.

Hereafter the term ‘exhibition’ will be used to refer to exhibition fixtures and fittings (including overall design work and concepts, ‘furniture’, digital hardware, lighting etc.). The exhibition designers are not expected to write or provide exhibition content (which will be supplied by the Activity Programme Team) although it is anticipated that some of this work would be collaborative.

**6.5.3 Roles, responsibilities and requirements**

There are two key roles:

1. To coordinate the detailed design, production and installation of the exhibition in the allocated spaces, in line with the Kresen Kernow Exhibition Plan, working closely with the Architect-led Design Team and the Activity Programme Team, meeting the delivery programme of the project.

2. To coordinate the detailed design, production and installation of the building’s wayfinding and non-statutory signage scheme.

The two key roles referred to above will apply for both Phase 1 Services and Phase 2 Services.

**Phase 1 Services**

The designers will be responsible for:

* Designing the look of the spaces to fit the specified audiences, display requirements and function of each zone, and the aspiration to create vibrant, accessible and welcoming areas in a large industrial space. We are committed to the concept of the various exhibition zones as described in the Exhibition Plan, but not the current design. The Exhibition Plan will be made available to successful tenderer. A summary of the key concepts from the Exhibition Plan have been provided in Appendix 3f. These designs must be compliant with all relevant legislation, and PD5454:2012 Guide for the Storage and Exhibition of Archival Materials and with the proposed loading limits as stated in Appendix 3g.
* Working with the Activity Programme Team and the Digital Development Team to identify the requirements for digital hardware and design the digital interactives which will interface with the content management system.
* Ensuring that any necessary display lighting and acoustic audio solutions are appropriate to the spaces.
* Ensuring that the design of the exhibition and signage scheme is in keeping with the architectural design of the building, the Kresen Kernow brand and web design by attending and contributing to regular face to face meetings with the Architect-led Design Team, the Main Contractor, the Digital Development Team and the Activity Programme Team, and supplying information as required.
* Ensuring the design of the exhibition equipment, graphics and signage is of a high standard and delivers against the exhibition space, wayfinding and project objectives and the project’s requirements and aspiration for accessibility and inclusion.
* Supporting consultation on the exhibition design and interpretation and wayfinding with target audiences, including the Redruth community, families, young people, schools, Kresen Kernow staff and volunteers and Disability Cornwall.
* Incorporating the use of the Cornish language (Kernewek), in compliance with Cornwall Council’s Cornish Language Policy and Plan (to be made available to the successful tenderer).
* Costing the exhibition spaces and signage and providing sufficiently detailed information for the Quantity Surveyor and other key personnel. Producing pricing documents and installation information for the Main Contractor / subcontractors, Architect-led Design Team and Activity Programme Team.
* Preparing detailed specification drawings for production, briefing producers and fabricators and coordinating the provision of samples for consultation. Coordinating client sign off on all exhibition materials, signage and other Supplies and Services prior to production.
* Supplying the Kresen Kernow Project Lead and Activity Programme Manager with an Implementation Plan and programme illustrating the key activities and sequences for the design, materials, procurement, fabrication, layout/location, installation and quality management arrangements.
* Regularly reviewing the plan/programme and budget costs with the Kresen Kernow Activity Programme Manager and providing updates for any agreed changes.
* Attending and contributing to regular face to face meetings with the Architect-led Design Team, the Main Contractor, the Digital Development Team and the Activity Programme Team, and supplying information as required.

**Phase 2 Services**

* Supplying the Kresen Kernow Project Lead and Activity Programme Manager with an Implementation Plan and programme illustrating the key activities and sequences for the procurement, fabrication, layout/location, installation and quality management arrangements.
* Working with the Activity Programme Team and the Digital Development Team to support the procurement of the required digital hardware and interactives.
* Coordinating the procurement, delivery and installation of the exhibition and signage, on time and on budget, working closely with the Architect-led Design Team, Activity Programme Team and Main Contractor / sub-contractors as required. Testing and rectifying any defects as required.
* Regularly reviewing the plan/programme and budget costs with the Kresen Kernow Activity Programme Manager and providing updates for any agreed changes.
* Attending and contributing to regular face to face meetings with the Architect-led Design Team, the Main Contractor, the Digital Development Team and the Activity Programme Team, and supplying information as required.

6.6 Commercial Documentation

Tenderers are required to complete and return the commercial documentation.

Tenders are required to complete and return their commercial offer ONLY within the strict format of the document provided below.

All rates are to be exclusive of VAT, but inclusive of all individual expenses and disbursements.

Payment will be arranged in accordance of the terms of the Contract.

Include additional rows and expand cells below to record data relating to each item, as required.

1. **Design**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Deliverables** | **Organisation providing the Supplies & Services** | **Named Individual** | **No. of hours** | **Daily Rate £/day** | **Total Price (Exclusive of VAT) £** |
| **Design – (physical and digital)**  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| **Design Cost** |  |
|  |
| **Signage/wayfinding design** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| **Signage Design Cost** |  |
|  |
| **Total of all Design Supplies and Services** |  | **Subtotal** | **£** |

1. **Production**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Deliverables for Zone 1 History of Redruth Brewery** | **Description (including the technical specification and location)**  | **Number of Units** | **Unit Price (Exclusive of VAT) £** | **Total Price (Exclusive of VAT) £** |
| **Production of Exhibition Supplies and Services**  |
| Display units |  |  |  |  |
| Display cases |  |  |  |  |
| Text panels |  |  |  |  |
| Digital hardware |  |  |  |  |
| Other Items (provide details) |  |  |  |  |
| **Total of all Production Deliverables (Zone 1)** |  | **Subtotal** | **£** |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Deliverables for Zone 2 Family and Local History**  | **Description (including the technical specification and location)**  | **Number of Units** | **Unit Price (Exclusive of VAT) £** | **Total Price (Exclusive of VAT) £** |
| **Production of Exhibition Supplies and Services**  |
| Display units |  |  |  |  |
| Display cases |  |  |  |  |
| Text panels |  |  |  |  |
| Digital hardware |  |  |  |  |
| Other Items (provide details) |  |  |  |  |
| **Total of all Production Deliverables (Zone 2)** |  | **Subtotal** | **£** |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Deliverables for Zone 3 What’s at Kresen Kernow?** | **Description (including the technical specification and location)**  | **Number of Units** | **Unit Price (Exclusive of VAT) £** | **Total Price (Exclusive of VAT) £** |
| **Production of Exhibition Supplies and Services**  |
| Display units |  |  |  |  |
| Display cases |  |  |  |  |
| Text panels |  |  |  |  |
| Digital hardware |  |  |  |  |
| Other Items (provide details) |  |  |  |  |
| **Total of all Production Deliverables (Zone 3)** |  | **Subtotal** | **£** |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Deliverables for Zone 4 Programmable Exhibition Zone** | **Description (including the technical specification and location)**  | **Number of Units** | **Unit Price (Exclusive of VAT) £** | **Total Price (Exclusive of VAT) £** |
| **Production of Exhibition Supplies and Services**  |
| Display units |  |  |  |  |
| Display cases |  |  |  |  |
| Text panels |  |  |  |  |
| Digital hardware |  |  |  |  |
| Other Items (provide details) |  |  |  |  |
| **Total of all Production Deliverables (Zone 4)** |  | **Subtotal** |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Deliverables for First Floor Exhibition Space**  | **Description (including the technical specification and location)**  | **Number of Units** | **Unit Price (Exclusive of VAT) £** | **Total Price (Exclusive of VAT) £** |
| **Production of Exhibition Supplies and Services** |
| Display units |  |  |  |  |
| Display cases |  |  |  |  |
| Text panels |  |  |  |  |
| Digital hardware |  |  |  |  |
| Other Items (provide details) |  |  |  |  |
| **Total of all Production Deliverables (for First Floor Exhibition Space)** |  | **Subtotal** | **£** |

**Signage/wayfinding Production**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Deliverables for all Areas at Kresen Kernow** | **Description (including the technical specification and location)**  | **Number of Units** | **Unit Price (Exclusive of VAT) £** | **Total Price (Exclusive of VAT) £** |
| **Production of Signage/wayfinding**  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| **Total of all Signage/wayfinding Deliverables at Kresen Kernow** |  | **Subtotal** | **£** |

1. **Installation**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Deliverables** | **Organisation providing the Supplies & Services** | **Named Individual** | **No. of hours** | **Daily Rate £/day** | **Total Price (Exclusive of VAT) £** |
| **Installation of Exhibition Supplies and Services** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| **Installation Cost** |  |
|  |
| **Signage/wayfinding Installation** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| **Signage installation cost** |  |  |  |  |
|  |
| **Total of all Installation** **of Exhibition Supplies and Services and Signage/wayfinding** |  |  | **Subtotal** | **£** |

|  |  |
| --- | --- |
| **Total Price (Exclusive of VAT) for all Design, Production and Installation Deliverables a, b and c above (for the purpose of the tender evaluation)** | **£** |

6.7 Terms and Conditions



6.8 Performance Indicators

Not applicable to this tender.

Schedule 1 - Commercially Sensitive Information

The Council may be obliged to disclose information in or relating to this Tender following a request for information under the Freedom of Information Act (FOIA) or Environmental Information Regulations (EIR). Please outline in the table below items which you consider are confidential and genuinely commercially sensitive and which should not be disclosed in respect of your Tender.

The tenderer is required to identify information considered to be designated as Commercially Sensitive:

|  |
| --- |
| Commercially Sensitive Information |
| Information/ Document | Reference/ Page no | Reasons for Non-Disclosure (cite exemption(s) to be considered) | Duration of confidentiality |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

Notwithstanding the above, we acknowledge that the Council may still be obliged to disclose the Commercially Sensitive Information listed in this Schedule in accordance with the ITT and Contract pursuant to a request under the FOIA or EIR. Without prejudice to the Council’s obligation to disclose information in accordance with the FOIA or EIR the Council shall, acting reasonably, at its absolute discretion and notwithstanding any other provision in this ITT or the Contract or otherwise seek to apply the commercial interests exemption to the information/documents listed in this Schedule .

This schedule will be kept with the Tender for consideration should a request for information under the FOIA or EIR be received. This document will be destroyed in line with the retention and destruction policy of the Council.

Schedule 2 – Not Applicable to this Tender

Section 7 - Form of Tender and Declarations

Where the Tenderer is a company, the Tender must be signed by a duly authorised representative of that company. Where the Tenderer is a consortium, the Tender must be signed by the lead authorised representative of the consortium, which organisation shall be responsible for the performance of the Contract. In the case of a partnership, all the partners should sign or, alternatively, one only may sign, in which case he/she must have and should state that he has authority to sign on behalf of the other partner(s). The names of all the partners should be given in full together with the trading name of the partnership. In the case of the sole trader, he/she should sign and give his/her name in full together with the name under which he/she is trading.

|  |
| --- |
| We, the undersigned, having examined the ITT and Schedules, do hereby Tender and undertake to provide the Services and Supplies in accordance with this ITT, Contract and attached documentation (Response to Quality Assessment Specification and Response to Commercial Documentation) in their entirety, conformity and without qualification, to the Council, for the whole of the period specified in this ITT. We hereby certify that:We fully accept the terms and conditions as contained in the Contract and associated documentation within this ITT.This is a bona fide Tender intended to be competitive.We confirm compliance with the requirements of Module 5 – Mandatory ExclusionsWe confirm that we will provide evidence to the Council on request prior to the award of any contract in accordance with Section 5.5.The amounts set out in our Tender have not been calculated by agreement or arrangement with any person other than the Council and we have not fixed or adjusted the amount of the Tender by, or under, or in accordance with, any agreement or arrangement with any other person.We have not done and we undertake that we will not do at any time before the hour and date specified for the return of this Tender any of the following acts:Communicated to any person, other than that person calling for these Tenders, or adjusted in accordance with any agreement or arrangement with any other person, until after the closing date for the submission of Tenders, and in any event not without the consent of the Council, except where the disclosure, in confidence, of the approximate amount of the Tender was necessary to obtain insurance premium quotations required for the preparation of the Tender.We have not and will not enter into any agreement or arrangement with any other person so that he shall refrain from Tendering.We have not, and will not, offer or pay, or give, or agree to pay, or give any sum of money or valuable consideration, directly or indirectly, to any person for doing, or having done, or causing, or having caused to be done in relation to any other Tender, or proposed Tender, for the said work any act, or thing of the sort described above.The insertion by us of any conditions qualifying this Tender, or any unauthorised alteration to any of the Tender documents shall not affect the Contract and may cause the Tender to be rejected.This Tender shall remain open to be accepted or not by the Council and shall not be withdrawn for a period of 90 days from the Return Date for the receipt of Tenders.We accept that before executing the Contract (and associated schedules) substantially in the form set out in the ITT, the formal acceptance of this Tender in writing by the Council or such parts as may be specified, together with the documents attached hereto shall comprise a binding contract between us and the Council.We have read and understood the Contract and state that, if appointed, we fully accept and agree to be bound by the terms and conditions of the Council’s Contract Kresen Kernow Exhibition Design and Fit Out and Wayfinding.We agree with the Council in legally binding terms to comply with the provisions of confidentiality set out in this ITT.To the best of my /our knowledge and belief, no person or persons who is a Councillor, officer, servant or agent of the Council has any direct or indirect interest in or connection with the Tenderer.We have not, and will not, canvass or solicit any Member, officer or employee or agent of the Council in connection with the preparation, submission, evaluation and award of this Tender or award or proposed award of the Contract and that to the best of my knowledge and belief, no person employed by us or acting on our behalf has done or will do such an act.We further undertake and it shall be a condition of the Contract, that:We agree not at any time to divulge or allow to be divulged to any person any information, confidential or otherwise, relating to information passed to me regarding this procurement.We understand you are not bound to accept the lowest Tender or any of the Tenders you may receive and you will not pay any expenses incurred by us in connection with the preparation and submission of this Tender.We acknowledge that in the event the procurement process is terminated or amended by the Council then we will not be eligible for any bid costs, expenditure work or effort incurred. We agree that the Council may disclose the Contractor's information/documentation (submitted to the Council during this Procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposesIn this declaration the word "person" includes any persons and any body or association, corporate or unincorporated; and "any agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.If this offer is accepted, we will execute such documents in the form of the Contract within 14 days of being called on to do so.We warrant that we have all requisite authority to sign this Tender and confirm that I have complied with all the requirements of the ITT. |
| Signature |  |
| Name  |  |
| Status |  |
| Duly authorised to sign Tenders and give such certificates for and on behalf of; Name of company, partners or consortiumAddress of company, partners or consortium |  |

Documents Forming the Contract

The following documents shall form part of the Contract between the Council and the Contractor(s) if successfully awarded:

* The Contract and the following Schedules
* Tenderers tender bid response to the Specification and Commercial Document
* Section 7 – Form of Tender and Declarations
* [Schedule 1 - Commercially Sensitive Information](https://www.ashfordsonline.co.uk/documents/Capital%20Work%20Framework%20Agreement%20Tender%20Contract%20Documents/Schedule%204%20-%20Self%20Selection%20Pro-Forma/)
* [Appendix 1 – Defined Terms](https://www.ashfordsonline.co.uk/documents/Capital%20Work%20Framework%20Agreement%20Tender%20Contract%20Documents/Schedule%204%20-%20Self%20Selection%20Pro-Forma/)
* [Appendix 2 – Form of Parent Guarantee](https://www.ashfordsonline.co.uk/documents/Capital%20Work%20Framework%20Agreement%20Tender%20Contract%20Documents/Schedule%2011%20-%20Form%20of%20Parent%20Company%20Guarantee/)
* Appendix 3 - Building, Space Allocations and Exhibition Zones
	+ 3a – Colour sketch of Kresen Kernow exterior
	+ 3b – Kresen Kernow ground floor interior – sheet 960
	+ 3c - Kresen Kernow ground floor interior – sheet 961
	+ 3d – Kresen Kernow ground floor interior – sheet 962
	+ 3e – Kresen Kernow ground floor interior – sheet 963
	+ 3f – Space allocations and exhibition zones
	+ 3g – Exhibition design loads
	+ 3h – Kresen Kernow proposed ground floor
	+ 3i – Kresen Kernow proposed first floor
	+ 3j – Kresen Kernow logo
	+ 3k – Signage requirements
* Appendix 4 – Tender Compliance Checklist

APPENDICES

Appendix 1 – Defined Terms

|  |
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| For the purpose of this Invitation to Tender the following words and expressions shall have the meanings set out below. |

**“Award Sub-Criteria”**

Means: all the sub-criteria that makes up the Tender Award Criteria.

**“Clarifications Log”**

Means: the tabled log of all clarification questions as raised by tenderers and the responses from the Council.

**“Commencement Date”**

Means: the intended date for the commencement of the Contract set out in the Timetable of this ITT.

**“Commercial Documentation”**

Means: the schedule of prices required to be completed and returned by the Tenderer as part of its Tender in accordance with the requirements of this ITT and as further set out in Section 6.

**“Contact Officer”**

Means: the officer named as such in the Tender Information Table.

**“Contract”**

Means: the Contract for the provision of the Services and Supplies, which the Council intends to enter into with the Tenderers providing the most economically advantageous tender and the terms and conditions of which are contained in Section 6 of this ITT.

**“Contractors”**

Means: for the purposes of this ITT means any successful Tenderers that are appointed to the Contract.

**“Contract Procedure Rules”**

Means: the contract procedure rules applicable to all procurement undertaken by the Council which are publicly available at: <http://www.cornwall.gov.uk/default.aspx?page=33243>

**“Council”**

Means: Cornwall Council, County Hall, Treyew Road, Truro, Cornwall TR1 3AY.

**“Form of Tender”**

Means: the form submitted by the Tenderer to the Council as part of the Tender titled Form of Tender and Declarations, a draft of which is contained at Section 7 to this ITT.

**“ITT”**

Means: this invitation to tender document including all schedules and appendices.

**“OJEU”**

Means: the Official Journal of the European Union.

**“OJEU Notice/Contract Advertisement”**

Means: OJEU notice(s) as defined in the Public Contract Regulations 2015 (as amended) or other Contract advertisement as may apply for non OJEU projects.

**"Open Procedure"**

Means: the procedure as defined in the Public Contracts Regulations 2015 (as amended) Regulation 27

**“Organisation”**

Means: any person, company or authority permitted under the OJEU Notice wishing to procure Services and Supplies under the terms of the Contract.

**“Regulations”**

Means: The Public Contract Regulations 2015 (as amended).

**“Return Date”**

Means: the time and date for the receipt of Tenders set out in the Tender Information Table.

**"Schedules"**

Means: means supporting schedules detailing project and subsequent Contract commitments related to this Project.

**“Selection Stage”**

Means: the first stage of this tender evaluation at which the above, afore mentioned Supplier Selection Criteria is applied and used to select those Tenderers who will have their tender submissions evaluated further.

**“Services and Supplies”**

Means: the provision of Services and Supplies as set out in the Contract and Specification.

**“Single Contact Point”**

Means: the single point of contact within the Tenderers organisation which is the sole contact for all communications between the Council and the Tenderer in relation to this ITT/Tender.

**“Small or Medium Enterprise (SME)”**

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

**“Standstill”**

Means: the 10 or 15 day period between notice of intention to award and award, referred to in regulation 87 of the Public Contracts Regulations 2015 (as amended).

**“Supplier Selection Criteria”**

Means: the criteria used to select those Tenderers who will be considered for evaluation against the Tender Award Criteria.

**“Tender”**

Means: a Tenderers submission made in response to this ITT including the completed and signed Form of Tender, together with all completed schedules and information requested by the Council.

**“Tender Award Criteria”**

Means: the evaluation criteria that will be applied to all tender’s progressing past the Selection Stage and as identified in Section 4.6.

**“Tender Documents”**

Means: all documents contained in this ITT including its appendices and schedules.

**“Tender Evaluation Methodology”**

Means: the evaluation methodology and approach to be used by the Council to evaluate the Tenders in accordance with the Tender Award Criteria set out in Section 4.4.

**“Tenderer(s)”**

Means: Tenderer(s) who has been invited by the Council to submit a Tender.

**“Variant”**

Means: means “Variant” as defined in regulation 45 of the Public Contracts Regulations 2015 (as amended);

Appendix 2 – Form of Parent Company Guarantee



Appendix 3 - Building, Space Allocations and Exhibition Zones

* 3a – Colour sketch of Kresen Kernow exterior
* 3b – Kresen Kernow ground floor interior – sheet 960
* 3c – Kresen Kernow ground floor interior – sheet 961
* 3d – Kresen Kernow ground floor interior – sheet 962
* 3e – Kresen Kernow ground floor interior – sheet 963
* 3f – Space allocations and exhibition zones
* 3g – Exhibition design loads
* 3h – Kresen Kernow proposed ground floor
* 3i – Kresen Kernow proposed first floor
* 3j – Kresen Kernow logo
* 3k – Signage requirements

Appendix 4 - Tender Compliance Checklist

Tenderers must ensure **ALL** the items below are completed and returned. Failure to include any of the items by the Return Date may render the Tender non-compliant.

|  |
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| Tender Compliance Checklist |
| Item | Form of Response | Status | Evaluation | Yes/No |
| PART B |
| Pass/fail supplier Selection criteria modules | Refer to Section 5 of this ITT | Mandatory | Pass/Fail |  |
| Scored supplier Selection criteria modules | Refer to Section 5 of this ITT | Mandatory | Scored |  |
| PART C |
| Technical and quality response | Refer to Section 6 of this ITT | Mandatory | Scored |  |
| Commercial Documentation response | Refer to Section 6.6 of this ITT | Mandatory | Scored |  |
| Commercially Sensitive Information Checklist | Schedule 1 | Optional | None |  |
| Form of Tender and Declarations | Refer to Section 7 of this ITT | Mandatory | Pass/Fail |  |

TENDER RETURN LABEL

This Tender Return Label should be attached to your envelope as instructed in the Tender Information Table. Tenders returned without this Label may be returned unopened.

# TENDER SUBMISSION

Return Date: 18/02/2016

Return Time: 15:00 (3.00 pm)

**For Council Use only**

**Received by:**

**Date/Time:**

**FAO Wayne Rossiter**

**Commercial Services Team**

**Cornwall Council**

**3rd Floor South Wing**

**County Hall**

**Treyew Road**

**Truro**

**TR1 3AY**

**Kresen Kernow - Exhibition Design and Fit Out and Wayfinding**

If you would like this information
in another format please contact:

**Cornwall Council
County Hall
Treyew Road
Truro TR1 3AY**

Telephone: **0300 1234 100**

Email: **enquiries@cornwall.gov.uk**

**www.cornwall.gov.uk**

1. It is currently anticipated that the exhibition will be required for opening by no later than 31st October 2018 but the Contract includes provision for extension with an overall longstop date of 30th April 2019. [↑](#footnote-ref-1)