



Design Tender

Roof Repair Works (MEND) – Royal Institution of Cornwall

Volume 1: Invitation to Tender

Background, Instructions and Conditions of Tender.
Applicants should read this document first.

October 2023

If you would like this information in another format please email
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Contents

Section 1 – About the Royal Institution of Cornwall	2
Section 2 – About the Tender	3
Contract / Contract Period	3
Insurance Levels	4
Transfer of Undertakings (Protection of Employment) Regus 2006 (TUPE)	4
Section 3 - About the Procurement Process	5
Procurement Procedure	5
Instructions for Completion	5
Clarification Process	5
Royal Institution of Cornwall Representatives	5
Site Visit	6
Format of Response / Submission	6
Procurement Timetable	6
Evaluation Approach	7
Standard Selection Questionnaire and Qualitative Selection	8
Award Criteria	12
Presentation	13
Scoring Guidelines	13
Commercial / Price Evaluation	15
Section 4 – Conditions of Tender	16
Royal Institution of Cornwall’s Warranties and Disclaimers	16
Ownership	16
Discrepancies, Omissions and Enquiries concerning the Documents	16
Relevant and Associated Legislation, Directives and Codes	17
Study of the Document	17
Consortia and Sub-contracting	18
Terms and Conditions	19
Clarification and Circular Advices	19
Completion of the Document	20
Applicant Site Visits	20
Alternatives and Variations	20
Return of Document	20
Evaluation of Bids	21
Errors and Omissions in the Applicant’s Bid	21
Abnormally Low Bids	22
Interviews Demonstrations and Presentations	22
Rejection of Offers	22
Acceptance of Offers	23
Award of Contract (or Framework Agreement)	23
Intellectual Property Rights	23
Definitions	24

Information and Instructions

Section 1 – About the Royal Institution of Cornwall

- 1.1 The Royal Institution of Cornwall is a community-focussed museum, art gallery and archive which houses nine galleries and holds approximately 1,000,000 objects. The Royal Institution of Cornwall is a membership run charity.
- 1.2 Royal Cornwall Museum cares for many of the most significant objects and archives from Cornwall's history, natural environment and art, that collectively hold the identity of this small nation, providing insight into Cornish life, culture, and global connections. We use our public spaces, collections, and creative programme to make positive change for our communities.
- 1.3 Royal Cornwall Museum is at a pivotal time in its 200-year history.
- 1.4 Further information can be found within the accompanying Brief and website here: <https://www.royalcornwallmuseum.org.uk/>

Section 2 – About the Tender

- 2.1 This tender is for the appointment a Professional Services Principal Design Team to provide the professional services to support the Client in the delivery and oversight of roof repairs and ancillary works.
- 2.2 The work will include the detailed design from RIBA stage 4 for sign off by Royal Cornwall Museum to RIBA stage 6 to include; delivery of contract administration and project management for the management of the construction works and cost control.
- 2.3 The following core experience, skills and capabilities will be essential for a comprehensive tender response:
 - i. Design experience
 - ii. Contract administration
 - iii. Project Management
 - iv. Quantity surveyors / cost controller
- 2.4 The total overall maximum budget for the tender is £150k to £200k (including VAT) with the Construction aspects for the Works element being between £1.1m and £1.3m (including VAT).
- 2.5 It is noted that previous work has been carried out to develop this project to RIBA stage 3 undertaken by Scott and Co. For the purposes of this tender, RIBA Stages 4 to 6 would apply.
- 2.6 Full details around the Tender can be found in the accompanying documentation, in particular:
 - i. Volume 2 – Applicant Response (Tender)
 - ii. Schedule 1 – Price Schedule
 - iii. Appendix 1 – Brief
 - iv. Appendix 2 – Key Contract Conditions
 - v. Appendix 3 – RIBA Key Stages
 - vi. Appendix 4 – Core Project Document Schedule
 - vii. Appendix 5 – Programme Plan on a Page
- 2.7 This tender is an opportunity to submit a fixed price tender for the specified services.

Contract / Contract Period

- 2.8 The Terms and Conditions under which any Contract would be formed using the JCT Consultancy Agreement (Public Sector) –
<https://www.jctltd.co.uk/product/consultancy-agreement-public-sector>
- 2.9 The Contract period for the Services is set out in the accompanying table within this document with substantive completion of the construction phase sought by January 2025.

Insurance Levels

2.10 The Royal Institution of Cornwall's minimum requirements for insurance (*Minimum Cover for each and every incident*) are:

2.10.1 Employer's Liability (*minimum statutory limit as laid down by legislation*) = **£5m**.

2.10.2 Professional Indemnity = **£2m**.

2.10.3 Public Liability Insurance = **£10m**

Transfer of Undertakings (Protection of Employment) Regus 2006 (TUPE)

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

2.12 In this case the Royal Institution of Cornwall believes that TUPE does not apply to this tender.

2.13 For more information please use the websites listed below: www.gov.uk/transfers-takeovers
/ <https://www.legislation.gov.uk/uksi/2006/246/contents/made>

Section 3 - About the Procurement Process

Procurement Procedure

- 3.1 The Tender is Below Threshold Works level and the Royal Institution of Cornwall is issuing this Invitation to Tender (ITT) and is inviting bids from Applicants in response to the publish Contract Notice.
- 3.2 The procurement process that the Royal Institution of Cornwall has selected is the Open Procedure in line with the Public Contracts Regulations (the Regulations) 2015, which means that all Applicants that submit a Bid shall be evaluated in accordance with these Instructions and set process.

Instructions for Completion

- 3.3 All response must be written in English and costs submitted are to be presented in Pounds Sterling, inclusive of VAT, but inclusive of all other costs where not stated in the Pricing Schedule.
- 3.4 Where details are provided by the Applicant in literature that they submit in connection with the response, they must ensure that clear cross-references are given to the Royal Institution of Cornwall.
- 3.5 Any information relating to the Royal Institution of Cornwall and supplied by the Royal Institution of Cornwall shall be kept by the Applicant in strictest confidence.
- 3.6 Applicants are advised that the Royal Institution of Cornwall is not bound to accept the lowest tender submitted, nor to reimburse any expense incurred during the tender process.

Clarification Process

- 3.7 All clarification enquiries should be directed to the Authorised Representative and by no later than the date indicated in the Procurement Timetable detailed elsewhere in this document.
- 3.8 Applicants are advised that where such enquiries have been made, and it is appropriate to do so, the Royal Institution of Cornwall will distribute to all Applicants a copy of the Clarification and the written reply, with anonymity preserved.

Royal Institution of Cornwall Representatives

- 3.9 No person in the Royal Institution of Cornwall's employ or other agent, except as so authorised by the Royal Institution of Cornwall Authorised Representative, has any authority to make any representation or explanation to Applicants as to the meaning of the Contract or any other document or as to anything to be done or not to be done by Applicants or the successful Applicant or as to these instructions or as to any other matter or thing so as to bind the Royal Institution of Cornwall.

Royal Institution of Cornwall Authorised Representative contact details:

Name: Jackie George
Email: jackie@jackiegeorge.co.uk

Site Visit

3.10 To assist suppliers in understanding more fully the overall requirements of this tender it is strongly advised for the supplier to undertake a site visit to the Royal Cornwall Museum.

3.11 Suppliers are asked to book an appointment and identify themselves at reception on arrival.

Format of Response / Submission

3.12 The response must be delivered by no later than the time and date stated on Volume 2.

3.13 Submitting of the tender must be completed by the final submission time. Applicants must take into account the necessary document sizes, speed of Internet connection, system configuration and general web traffic that may impact on the time required to complete the transaction.

3.14 Tender response must remain valid for acceptance for a period of 90 days from return date.

Procurement Timetable

3.15 This procurement will follow a clear and transparent process, to ensure that all Applicants are treated equally. The key dates for this procurement are anticipated to be as follows:

Procurement Stage	Applicable to	Dates
Publication of advertisement (Contract Notice)	ITT	2/10/2023
Latest date for Clarification questions to be submitted by	ITT	20/10/2023
Clarification responses to be issued by	ITT	26/10/2023
Bid Deadline (noon)	ITT	6/11/2023
Interviews (week commencing)	Evaluations	13/11/2023
Evaluation (completed)	Evaluations	20/11/2023
Notification of Contract award (Contract Award Notice)	Evaluations	20/11/2023
Contract start	Contract	4/12/2023
Contract end - Substantive completion of construction phase	Contract	Jan 2025

3.16 The above is indicative and the Royal Institution of Cornwall reserves the right to change the timetable.

Evaluation Approach

3.17 Bids will be evaluated in two parts, Selection and Award

3.18 The Royal Institution of Cornwall will first evaluate is the Standard Selection Questionnaire and Qualitative Selection (SQ) response (if applicable). Applicants deemed not to satisfy the elements of the SQ in line with the scored approach will be excluded from the remainder of the process and their bid shall not be considered further. Applicants who satisfy the SQ stage (if applicable) will have the remainder of their bid evaluated in accordance with the Award Criteria.

Standard Selection Questionnaire and Qualitative Selection

- 3.19 Selection is the process by which the Royal Institution of Cornwall is able to assess the suitability of the Applicant to undertake work on behalf of the Royal Institution of Cornwall. The questions asked within Selection Questionnaire are compliant with Regulation 57 of the Regulations and Procurement Policy Note: Standard Selection Questionnaire (SQ) Action Note 03/23 February 2023.
- 3.20 The Royal Institution of Cornwall requires all Applicants to complete all sections of the Selection Questionnaire included within Volume Two (2) Applicant's Offer in full. Any Applicants who do not fully meet the requirements of or misrepresent any information or evidence provided in relation to Regulation 57 may be excluded from further consideration.
- 3.21 The Applicant's responses to the Selection questions should be succinct, concise and self-contained not referring to additional documents or other supporting statements other than the European Single Procurement Document (ESPD).
- 3.22 Where Applicants choose to submit all or any part of the ESPD in place of an element required in the Selection questions this must be clearly identified and referenced by the Applicant. Any ESPD responses will be assessed in the same way as any other response.

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

- 3.23 This standard Selection Questionnaire is a self-declaration, made by the Applicant (the potential supplier), that they do not meet any of the grounds for exclusion. If there are grounds for exclusion, there is an opportunity to explain the background and any measures taken to rectify the situation (also referred to as self-cleaning).
- 3.24 A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently, the Royal Institution of Cornwall will require all the organisations that the Applicant would rely on to meet the selection criteria to provide a completed Part 1 and Part 2.
- 3.25 For example, these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where the Applicant is joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that are relied on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

Supplier Selection Questions: Part 3

- 3.26 Where an Applicant is bidding on behalf of a group (consortium) or it is intending to use sub-contractors, the Applicant should complete all selection questions on behalf of the consortium and / or any sub-contractors.

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

Selection Questionnaire Approach

3.28 The Royal Institution of Cornwall proposes to use the following criteria to assess Selection Questionnaire submissions:

Section	Title	Type of Question	Weighting (%)
Part 1	Potential supplier information	Information only	Not evaluated and scored
Part 2	Exclusion grounds (Mandatory and Grounds for discretionary exclusion)	Pass/Fail	In the event of a supplier being awarded a 'fail', the remainder of their submission will not be evaluated and they will be eliminated from the process.
<p>NOTE ON EVALUATION: Ideally the Royal Institution of Cornwall would be seeking confirmation that the Contractor has not been or is not currently in breach of any of the Grounds for Exclusion. If Grounds for Exclusion have applied or currently apply, then the Royal Institution of Cornwall would be seeking clarity on what measures have been put in place to self-cleanse as set out by the Regulations. Where Grounds for Exclusion previously applied or currently apply and suitable evidence and measures to self-cleanse cannot be demonstrated, this will be deemed a "fail". Reference will be made to Crown Commercial Services Procurement Policy Note: Standard Selection Questionnaire (SQ) Action Note 03/23 February 2023. See: https://www.gov.uk/government/publications/ppn-0323-standard-selection-questionnaire-sq</p> <p>If the Applicant is looking to work with and utilise others then the Royal Institution of Cornwall will be seeking clarity around how any consortia / sub-contract relationship would work. The Royal Institution of Cornwall would be looking to ensure that there is a clear legal relationship in relation to Consortia / sub-contractors (including roles and responsibilities for what parts of the work), those partners are reputable, and that any arrangement does not expose unnecessary risk to the Royal Institution of Cornwall. The Royal Institution of Cornwall would be seeking a clear understanding on how any formal contract with the Applicant would work to ensure that it is a legal entity. Where the legal status cannot be made clear, or in the case where it is deemed the consortia / sub-contract relationship presents unnecessary risks then it will be deemed a "fail".</p>			
Part 3: (Additional Questions including Project Specific Questions – Section 7.3)	Health and Safety	Pass/Fail	In the event of a supplier being awarded a 'fail', the remainder of their submission will not be evaluated and they will be eliminated from the process.

NOTE ON EVALUATION: The Royal Institution of Cornwall will be looking for evidence to support that the Applicant has robust processes to ensure Health and Safety arrangements are in place and as such the Applicant has a positive track record in ensuring Health and Safety in a suitable market sector. For example, this could include experience as acting as Principal Designer in relation to the Construction (Design and Management) Regulations, or suitable evidence may also include accreditation with one of the Safety Schemes in Procurement (SSIP) scheme.

Where the Applicant has had previous situations of failings and remedial matters around Health and Safety, the Royal Institution of Cornwall will want to understand the severity of these failings, what lessons have been learned and what remedial measures / lessons have been put in place. Where the failings are deemed significant and / or the Applicant cannot provide assurances to future practices then this shall be deemed a “fail”.

Information Only Questions

3.29 These must be completed but will be used for information purposes only and not scored. However, failure to provide sufficient information as requested may still lead to disqualification for non-compliance. It is important that where a question does not apply this is recorded as ‘Not applicable’ or ‘None’ in the spaces provided.

3.30 Where sections are scored as being ‘**Pass / Fail**’ the following definitions will apply:

Definition	Criteria
Pass	Demonstration of a clear response given with good level of detail and evidence to support the response from the Applicant in line with and applicable to the Selection Questionnaire question.
Fail	A limited, or non-complete response from the Applicant and / or not relevant or demonstrating the expectations as set out and applicable to the Selection Questionnaire question.

3.31 Where an Applicant is awarded a “fail” (inc. evaluation of the Tender response), the remainder of their submission will not be evaluated and they will be eliminated from the process.

3.32 Scored Standard questions will be evaluated in accordance with the rationale below:

Scoring Matrix for Standard Selection Questionnaire Qualitative Selection		
SCORE	JUDGEMENT	INTERPRETATION
5	Excellent	Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a broad depth of relevant experience and excellent level of expertise with all areas covered to a very high standard.
4	Good	Response is relevant and good. The response is sufficiently detailed to demonstrate a good amount of experience and expertise covering all aspects.
3	Acceptable	Response is relevant and acceptable. Demonstrates a reasonable amount of experience and adequate level of expertise but lacks some detail in certain areas or with some aspects missing.
2	Minor Reservations	Response is partially relevant and poor. Provides little or limited evidence of experience and competence in the required field.
1	Serious Reservations	Considerable reservations in the response, with little or no evidence to support the response.
0	Unacceptable	An unacceptable or irrelevant response provided.

Consequences of misrepresentation

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

Award Criteria

3.35 Award is the process that considers the extent to which the Applicant's Bid delivers the Most Advantageous Tender to the Royal Institution of Cornwall requirements and as such Applicants responses to the questions asked should give a clear indication of what the organisation is offering for the price.

3.36 The Royal Institution of Cornwall has not provided a word limit for responses to the Award questions however, the Royal Institution of Cornwall would like to inform Applicants that responses should be relevant to the question and be proportionate in length. Supporting information may be submitted, however please ensure pertinent information is included in the main bid and where necessary ensure clearly referenced in the question to which it relates and appended to the main bid.

3.37 The following Award Criteria / weightings will be used in evaluation of the Applicants response:

Evaluation Criteria Breakdown	Means of Evaluation
For the design element of the work you will have (and will maintain for the duration of the Contract) suitable trading / accredited body status (or equivalent)	(Pass / Fail)
Confirmation of contracting under stated terms of contract	(Pass / Fail)
You will act as Principal Designer for the duration of the works.	(Pass / Fail)

Evaluation Criteria Breakdown	Means of Evaluation	
	Sub Criteria	Main Criteria
Criteria: Quality		65%
Sub Criteria: Understanding the brief, including methodology and approach	40%	
Sub Criteria: Quality and Past Experience and how this would be used	40%	
Sub Criteria: Partnering and Collaboration	20%	
Criteria: Social Value	100%	5%
Criteria: Price** (based on Schedule 1 – Price)		30%
Sub-Criteria –Bid Price (To RIBA Stage 4 to 6)	100%	

3.38 Technical Evaluation element to be carried out independently of the Pricing aspects of the Evaluation, with the intention that the information on the Pricing element only be disclosed to the Evaluators post the completion of the Technical Evaluation. Specifically:

- i. Score objectively in line with set questions and score methodology as set out in the Tender pack;
- ii. Scores to be recorded and comments recorded on the reasons to justify the score;
- iii. Scores to form part of overall scores around the Award decision.

Presentation

3.39 Following the initial moderation of evaluated scores of the bids received as part of the evaluation process the Royal Institution of Cornwall will require presentations with bidders.

3.40 Presentations are only to be held with those bids who are within 15% (based on price and quality) of highest scoring bidder following the initial round of evaluation and moderation.

3.41 The presentations will be an opportunity for the bidder to reinforce their Tender submission and to physically bring to life their proposal. Submitting of new information not submitted at the time of the tender will not be permitted.

3.42 It will also afford the Royal Institution of Cornwall with the opportunity to clarify points from the initial desktop evaluation of the Applicants Tender. The presentations will not be scored, however, the Royal Institution of Cornwall may as a result of clarifications obtained from the sessions look to adjust initial desktop evaluated scores.

3.43 The intention is for these presentations to be in person at the Royal Institution of Cornwall museum premises.

Scoring Guidelines

3.44 The questions asked of Applicants as part of their response to the Tender shall be scored using the marking system described within this section. Applicants should refer to the Royal Institution of Cornwall's requirements to ensure that they meet. All scored question shall be evaluated in accordance with the guidelines below:

Scoring Matrix for Quality Criteria		
SCORE	ASSESSMENT	DEFINITION
5	Excellent	An excellent response submitted in terms of detail and relevance which clearly fully meets the requirements with no negative implications and evidence in their ability / proposed methodology to deliver a solution
4	Good	A good response submitted in terms of detail and relevance that meets the requirements without significant negative (indications / implications) or inconsistencies. The Tenderer demonstrates the understanding of the requirement and evidence of their ability / proposed methodology to deliver a solution. The requirements would be met to a good standard without intervention or significant ongoing issues
3	Satisfactory	A satisfactory response submitted in terms of the level of detail, accuracy, relevance and evidence in their ability / proposed methodology to deliver a solution. Aspects of the response may be good but there are some omissions of important factors or negative indications that reduce the extent to which the requirements will be met.
2	Minor Reservations	Satisfies the requirement but there are clearly minor reservations of the response provided, either in understanding the requirement, and / or details around proposed methodology, and / or limited evidence to support the response. There would be concerns that requirements would require intervention or ongoing issues
1	Serious reservations	Limited response provided, or a response that is inadequate, inaccurate and / or only partially addresses the question. Serious reservations of the response provided, either in understanding the requirement, and / or details around proposed methodology, and / or little / no evidence to support the response.
0	Unacceptable	Does not meet the requirement. Does not comply and / or insufficient information provided to demonstrate that either in understanding the requirement, and / or details around proposed methodology, with little / no evidence to support the response. Alternatively, no response to the question or a response that is significantly irrelevant or inaccurate

Commercial / Price Evaluation

3.45 The Pricing Document contains the details and requirements relating to the price element of this Tender. This may include, but is not limited to, the inclusion of specific instructions, documents, templates, pricing structures, etc for the Applicant's to return as part of their response.

3.46 Price shall be evaluated using the following scoring methodology, with the Tenderer's prices being scored on a comparative basis. For example:

3.47 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. The equation set out below explains this in a simpler way:

3.48 $(\text{Lowest Price} \div \text{Tenderer's price}) \times \text{Weighting} = \text{Score}$

3.49 To accompany the above there is a worked example below to help explain this. The example assumes only 3 prices were submitted and that price was awarded 80% of the overall marks (i.e. quality 20%). Figures shown are purely illustrative:

	L	W	Tenderer 1		Tenderer 2		Tenderer 3	
Evaluation Elements	Lowest Submitted price (£)	Sub Weighting %	Tendered Price	Score (%)	Tendered Price	Score (%)	Tendered Price	Score (%)
Total Contract Sum	£65,000	20	£75,000	52.00	£65,000	20.00	£85,000	45.88
Price Score (%)		20		17.30		20.00		15.20

3.1.1 These scores would be added to the quality scores for the individual suppliers in this example Tenderer 1 being the preferred supplier to be awarded the contract.

	Sub Weighting %	Tenderer 1	Tenderer 2	Tenderer 3
Price score	20	17.30	20.00	15.20
Quality	80	78.00	67.00	70.00
TOTALS	100	95.30	87.00	85.20

Section 4 – Conditions of Tender

Royal Institution of Cornwall's Warranties and Disclaimers

- 4.1 The fact that an Applicant is bidding does necessarily mean that the Applicant has completely satisfied all the Royal Institution of Cornwall's criteria and the Royal Institution of Cornwall may require further information as appropriate and assess this as part of the evaluation process.
- 4.2 The Applicant shall have no claim whatsoever against the Royal Institution of Cornwall in respect of such matters and in particular (but without limitation) the Royal Institution of Cornwall shall not make any payments to the successful Applicant save as expressly provided for in the (Call-Off) Contract and (save to the extent set out in the (Call-Off) Contract) no compensation or remuneration shall otherwise be payable by the Royal Institution of Cornwall to the Applicant in respect of the services by reason of the specification being different from that envisaged by the Applicant or otherwise.
- 4.3 Whilst the information in this document has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. With the exception of statements made fraudulently, the Royal Institution of Cornwall does not accept any liability or responsibility for the adequacy, accuracy or completeness of such information. The Royal Institution of Cornwall does not make any representation or warranty (express or implied) with respect to the information contained in the document or with respect to any written or oral information made or to be made available to any Applicant or its professional advisors.
- 4.4 Each Applicant to whom the document is sent must make its own independent assessment of the proposed terms after making such investigation and taking such professional advice as it deems necessary to determine its interest in the Contract.
- 4.5 This document is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded the Applicant to bid or enter into any other contractual agreement. Under no circumstances shall the Royal Institution of Cornwall be liable to an Applicant in respect of any costs incurred by an Applicant (whether directly or otherwise) in relation to the preparation or submission of an offer.

Ownership

- 4.6 The procurement documentation and all copies thereof are and shall remain the property of the Royal Institution of Cornwall and save for the purposes of the Bid, must not be copied or reproduced in whole or in part and must be returned to the Royal Institution of Cornwall upon demand.

Discrepancies, Omissions and Enquiries concerning the Documents

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

Relevant and Associated Legislation, Directives and Codes

4.10 This is a Tender being conducted under Public Sector procurement rules and Regulations. The Applicant shall ensure that they are aware of their obligations and comply with all relevant Legislation and Regulatory matters, plus the obligations placed on the Royal Institution of Cornwall, particular reference shall be taken to the following Legislation:

Public Contracts Regulations (2015);

<https://www.legislation.gov.uk/uksi/2015/102/contents>

The Bribery Act (2010); **<https://www.legislation.gov.uk/ukpga/2010/23/contents>**

Public Services (Social Value) Act 2012;

<https://www.legislation.gov.uk/ukpga/2012/3/contents>

Freedom of Information Act 2000;

<https://www.legislation.gov.uk/ukpga/2000/36/contents>

Environmental Information Regulations 2004;

<https://www.legislation.gov.uk/uksi/2004/3391/contents>

Data Protection Act 2018

<https://www.legislation.gov.uk/ukpga/2018/12/contents>

Transparency Code 2015

<https://www.gov.uk/government/publications/local-government-transparency-code-2015>

Counter Terrorism and Security Act 2015

<https://www.legislation.gov.uk/ukpga/2015/6/contents>

Modern Slavery Act 2015

<https://www.legislation.gov.uk/ukpga/2015/30/contents>

Late Payment Directive 2015

<https://www.gov.uk/government/publications/late-payment-directive-user-guide-to-the-recast-directive>

Study of the Document

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

4.12 Applicants are expected to read, understand and agree to the Volumes (including the terms and conditions) of the document as they will in their entirety form part of the resultant Contract.

4.13 The Applicant is required to obtain all information as it may require them to make a Bid. The Applicant shall be deemed to have satisfied itself as to the correctness and sufficiency of its Bid. No claims whatsoever shall be entertained arising out of the Applicants failure to study the documents; the information provided will be relied upon as being true and accurate and will form part of the Contract with the successful Applicant. If any of the information given by your organisation within the document is subsequently identified as being inaccurate, this may exclude your organisation from further consideration.

4.14 The Applicant's price shall (except in so far as it is otherwise provided in the Contract (or Framework Agreement) cover all obligations under the (Call-Off) Contract and Applicants shall

also be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect its Bid.

- 4.15 The Applicant is responsible for all costs, expenses and liabilities incurred by the Applicant in connection with preparing its Bid.

Consortia and Sub-contracting

- 4.16 Where an Applicant wishes to make its application as a Consortium or utilising sub-contractors the Royal Institution of Cornwall advises the group of organisations to select a Lead Applicant in whose name the Bid is to be submitted.
- 4.17 The Lead Applicant is advised to confirm precisely what the arrangements are within its Bid including providing the names of all the organisations to be involved, the nature and extent of their involvement and proposals regarding the structure and management of the Consortium or arrangements.
- 4.18 The Lead Applicant should provide details of the actual or proposed percentage shareholding of the constituent members within the Consortium or the exact nature of and degree to which the Supplies / Services or Works will be sub-contracted.
- 4.19 Applicants that wish to bid as a Consortium or sub-contractor are discouraged from also making their own individual application or from participating in Consortia or providing sub-contracting arrangements for multiple Lead Applicants.
- 4.20 The Royal Institution of Cornwall recognises that arrangements in relation to Consortia and sub-contracting may (within limits) be subject to future change. Applicants should therefore respond to this opportunity in the light of the arrangements as they are currently envisaged. Applicants are informed that any future change in relation to Consortia and sub-contracting must be notified to the Royal Institution of Cornwall during the procurement process or in the event that they are the successful Contractor and in any event as soon as that change is known.
- 4.21 The Royal Institution of Cornwall may then make a further evaluation of that Applicant or Contractor by applying the Selection criteria to the new information provided. In the event that the Royal Institution of Cornwall's evaluation of the new information results in an outcome that is different from the original, the Royal Institution of Cornwall reserves the right to deselect that Applicant from the process on those grounds and the Applicant shall be notified accordingly. As such, the Lead Applicant shall undertake to ensure that any change to its Consortium or sub-contractors shall not have a negative impact upon the arrangements.
- 4.22 If a Consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided. Where the proposed Lead Applicant is a special purpose vehicle or holding company, information should be provided regarding the extent to which it will call upon the resources and expertise of its members.
- 4.23 Please note that the Royal Institution of Cornwall reserves the right to require a successful Consortium to form a single legal entity in accordance with Regulation 19 of the Regulations.
- 4.24 Where an Applicant requires additional time in the procurement process to establish relationships with suitable consortia partners it is advised to notify the Royal Institution of Cornwall at the earliest convenience and request an extension to the procurement timescales. Applicants may do this through the messaging facility described at section Clarification and Circular Advices of this Volume One (1) Instructions and Information.

Terms and Conditions

- 4.25 The applicable terms and conditions accompany this tender. Applicants will be required to declare that they have read and understood and will comply with said clauses as part of the submission process.
- 4.26 Any queries regarding the terms and conditions, including an Applicant's request to suggest alternative drafting on some or all of the clauses contained therein, may be raised during the clarification period and in accordance with the Clarification Process.
- 4.27 Where the Royal Institution of Cornwall is in agreement with any changes to the terms and conditions proposed during that period it will update and republish the relevant documentation and all Applicants will be notified accordingly.
- 4.28 When the period for clarification has closed Applicants shall no longer be allowed to raise any further queries regarding the terms and conditions. Applicant shall not be permitted to reserve their right to comment or negotiate upon the terms and conditions at any point thereafter.
- 4.29 Applicants are required to agree to the terms and conditions associated with this procurement opportunity as part of the submission process and the Royal Institution of Cornwall reserves its right to class any Bid submitted to the contrary as non-compliant. All such Applicants shall be judged to have failed with their submitted Bids, shall be evaluated no further and notified accordingly.
- 4.30 The Contractor(s) shall accept the terms and conditions as they are drafted in the final Contract. No further negotiation shall take place nor changes allowed. Where a Contractor disputes this position the Royal Institution of Cornwall reserves the right to withdraw the Contract award and class the submission as non-compliant.

Clarification and Circular Advices

- 4.31 Upon commencement of the procurement process the Applicant shall not approach any member of the Royal Institution of Cornwall in relation to this tender, other than by using the agreed contact email.
- 4.32 Applicants should note that unless a question is innovation based, responses will be provided to all Applicants.
- 4.33 Where a question is of a commercially confidential nature and the Applicant does not wish it or the associated answer to be shared with other Applicants, the Applicant shall state this clearly within its question.
- 4.34 The identity of Applicants raising any questions will remain confidential.
- 4.35 Relevant questions together with the answers will be posted on Contracts Finder and it will be the requirement for the Applicant to check any updates.
- 4.36 When Applicants first access the procurement documentation, they should satisfy themselves that they have seen any further messages posted via Contracts Finder. It is in the Applicant's interest to visit the site regularly as clarifications may fundamentally affect requirements.
- 4.37 If during the period the Royal Institution of Cornwall, issues any circular letters to Applicants in order to clarify or alter part of the documents then such circular letters shall form part of the Contract and Applicants shall be deemed to have taken account of them in preparing their Bid. Applicants shall promptly acknowledge any circular letters that they receive.

Completion of the Document

- 4.38 For the avoidance of doubt all of the sections included within Volume Two (2) Applicant's Offer must be completed and submitted by the Applicant in order to be considered by the Royal Institution of Cornwall as a fully complete and official Bid.
- 4.39 Any Bids made omitting any of the sections, or any of the requirements therein, will be considered as incomplete and may be disqualified from further evaluation and therefore exclusion from the procurement process.
- 4.40 Documents should only be completed and submitted in the format in which they currently appear. It is essential that Applicants do not re-format or re-brand any of the procurement documentation in accordance with their own standards on formatting, e.g. if the documents are issued in Microsoft Word, the Royal Institution of Cornwall requires them to be returned in the same format.
- 4.41 Applicants will answer all appropriate questions and sign (if possible) where specified. Applicants will clearly reference its replies and any supporting documentation.
- 4.42 Any pro-formas must be fully completed even if your organisation has previously submitted Bids to the Royal Institution of Cornwall. It is not sufficient to cross-refer to previous responses.
- 4.43 Where an Applicant requires assistance in completing the documents or meeting the submission requirements it is advised to notify the Royal Institution of Cornwall at the earliest convenience and request additional support, to include meeting with the Royal Institution of Cornwall Authorised Representative.

Applicant Site Visits

- 4.44 The Applicant is strongly advised to make necessary visit(s) to the site prior to completing its offer to ensure that it is fully familiar with the site locations, relevant conditions and features, and ensure all necessary due diligence as would reasonably be expected in submitting such a tender of this scale. The information in the attached schedules is given as an indication of the general requirements of the Contract. Claims on the grounds of lack of knowledge of site locations / conditions will not be accepted by the Royal Institution of Cornwall.

Alternatives and Variations

- 4.45 Innovative offers may be made in addition to making a full and complete Bid unless otherwise stated. The submission of an alternative or variant Bid will not be considered if the Applicant fails to make a compliant Bid in the prescribed format.
- 4.46 Should the Applicant wish to offer a variation or alternative Bid, including innovations to the Specification, please complete the Bid as described. This will constitute the 'compliant Bid'.
- 4.47 The Applicant's alternative or variant Bid should be prepared separately and submitted as such, giving clear details of your organisation's departure from the compliant Bid.
- 4.48 Applicants may submit alternative or variant Bids in instances where it believes it is able to offer an innovative solution to a 'traditional' specification or where elements of its proposed service delivery deviate from the specification and / or procurement requirements such that this may render an Applicant's Bid as non-compliant.

Return of Document

- 4.49 Documents must be returned in the correct and proper process for submitting the Applicant's Bid electronically. All Bids shall be submitted via the email address highlighted.

- 4.50 Applicants will not send their Bids to the Royal Institution of Cornwall in a paper or other 'hard' format unless specifically requested to do so within the associated bid documentation.
- 4.51 Any submissions that do not accord with the guidelines set out above shall be considered as non-compliant and will be treated as such.
- 4.52 It is the Applicant's responsibility to ensure the Bid is submitted prior to the deadline date / time. As such, Applicants are urged to make their submission well in advance of the stated deadline in order to avoid such issues as technical difficulties with the electronic system that may be due to the high volume of traffic attempting to submit offers.
- 4.53 Submissions made after the date and time specified on the documents or to a different address, electronically or otherwise, will not be considered under any circumstances.

4.54 **Applicant's Warranties**

- 4.55 In submitting their Bid the Applicant warrants and represents and undertakes to the Royal Institution of Cornwall that it has not done any of the acts or matters referred to in Regulation 57 of the Regulations and has complied in all respects with the requirements;
- it has full power and authority to enter into the Contract and provide the Supplies, Works or Services will if requested produce evidence of such to the Royal Institution of Cornwall;
 - it is of sound financial standing and the Applicant, its partners, directors, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the audited accounts or other financial statements of the Applicant submitted bid) which may adversely affect such financial standing in the future.

Evaluation of Bids

- 4.56 All Bids will be treated equally and assessed with transparency throughout the evaluation process. The successful offer(s) will be that which achieves the highest score within a best value framework (optimum combination of whole-life costs and quality) in line with the best value principles of Most Advantageous Tender (MAT).
- 4.57 The evaluation process is a critical part of the procurement process and is the means by which the Royal Institution of Cornwall is able to assess which Applicant will progress to the next stage of this procurement process and / or award the Contract.
- 4.58 The information disclosed by Applicants in its Bid will be used for the purposes of evaluation and shall form part of the resultant Contract.
- 4.59 Any responses to any of the Selection or Award questions or any other part of the Bid that are later found to be incorrect may lead to the Contractor being exempted from this procurement process or any future procurement process lead by the Royal Institution of Cornwall and could cause the termination of any resultant Contract.

Errors and Omissions in the Applicant's Bid

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

Abnormally Low Bids

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

Interviews Demonstrations and Presentations

4.62 The Royal Institution of Cornwall reserves the right to invite Applicants, to attend a presentation or demonstration at which stage it will be a requirement to reinforce your position by presenting your bid to the key stakeholders involved. Where this forms part of the evaluation this will be detailed in Volume Two (2) Applicant's Offer.

4.63 Applicants will be contacted to be invited to the presentation / demonstration. The invite will detail the date, time and location and the required content of the demonstration / presentation, which will include any specific questions / topics to be covered and the marking system.

4.64 Presentations / demonstrations will not be scored, but will be for the purpose of ensuring that shortlisted Applicants have full comprehension of all that is required under this Contract and that all information submitted is accurate.

Rejection of Offers

4.65 The Royal Institution of Cornwall may at its absolute discretion refrain from considering or reject a Bid if:

- (i) it is incomplete or vague or is submitted later than the prescribed date and time; or
- (ii) it is not in accordance with the approved format and all other provisions of the documents;
or
- (iii) is in breach of any condition contained within it.

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

4.67 The Royal Institution of Cornwall reserves the right to disqualify any or all Applicants who makes material changes to, or (in the Royal Institution of Cornwall's opinion) a material change takes place in respect of, any aspect of either its pre-qualification submission or Bid unless substantial justification can be provided to the satisfaction of the Royal Institution of Cornwall.

4.68 Any submission in respect of which the Applicant

- has directly or indirectly canvassed any Official, Member, Officer, Agent or Advisor of the Royal Institution of Cornwall or obtained information from any other person who has been contracted to supply Supplies or provide the Service or Works to the Royal Institution of Cornwall concerning the award of the Contract or who has directly or indirectly obtained or attempted to obtain information from any such Official, Member, Officer, Agent or Advisor concerning any other Applicant; or
- fixes or adjusts the prices by or in accordance with any agreement or arrangement with any other person; or
- communicates to any person other than the Royal Institution of Cornwall the price or approximate price except where such disclosure is made in confidence in order to obtain

quotations necessary for the preparation of the bid or for the purposes of insurance or financing; or

- enters into any agreement with any other person that such other person shall refrain from submitting an offer or shall limit or restrict the prices to be shown or referred to by another Applicant; or
- offers to agree to pay to any person having direct connection with the procurement process or does pay or give any sum of money, inducement or valuable consideration, directly or indirectly, for doing or having done or causing or having caused to be done in relation to any other Applicant or any other person's proposal, any act or omission

4.69 shall not be considered for acceptance and shall accordingly be rejected by the Royal Institution of Cornwall provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Royal Institution of Cornwall or any criminal liability which such conduct by an Applicant may attract.

Acceptance of Offers

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

Award of Contract (or Framework Agreement)

4.71 Submitted documents shall constitute an irrevocable offer to provide the Supplies / Works or Services. Any acceptance of it by the Royal Institution of Cornwall shall be communicated in writing to the Applicant. Upon such acceptance the Contract shall become binding on all parties.

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

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

Intellectual Property Rights

4.74 Intellectual property rights (IPR) to any original ideas, designs, concepts or plans contained in any document, plan, specification, drawing or design submitted in response to this process will vest with the Royal Institution of Cornwall unless copyright is claimed prior to the lodgement of such materials with the Royal Institution of Cornwall.

Definitions	
Applicant	Shall mean the organisation responding to the procurement through the procurement process
Authority	Shall mean the organisation preparing the procurement documents and/or the organisation for whom the resultant Contract will be performed
Royal Institution of Cornwall Authorised Representative	Shall mean the main client Officer for the procurement process and/or resultant Contract
Award	Shall mean the process by which the Royal Institution of Cornwall shall determine to whom the Contract will be awarded in accordance with the criteria listed at Regulation 67 of the Public Contracts Regulations 2015
Awarding Institution Cornwall	Royal of Shall mean the organisation for whom the resultant Contract will be performed; in this case it will be the Royal Institution of Cornwall
Bid	Shall mean the Applicant's offer to the Royal Institution of Cornwall, which shall be submitted as the completed procurement documents
Clarification	Shall mean the process by which queries on the Royal Institution of Cornwall's procurement document are raised by the Applicants and the process by which queries on the Applicant's Bid are raised by the Royal Institution of Cornwall
Commercially Sensitive information	Shall mean the information listed by an Applicant within its Bid at Volume Two (2) Applicant's Offer comprising the information of a commercially sensitive nature relating to the Contractor, its intellectual property rights or its business or which the Contractor has indicated to the Royal Institution of Cornwall that, if disclosed by the Royal Institution of Cornwall, would cause the Contractor significant commercial disadvantage or material financial loss
Consortia Consortium	/ Shall mean two (2) or more companies or organisations, at least one of whom is an economic operator, acting jointly for the purpose of being awarded a public contract (pursuant to Regulation 19 Public Contracts Regulations 2015)
Contract	Shall mean a formal and legally binding agreement entered in to between two or more parties to provide Supplies, Services or Works in return for financial remuneration including all documents to which reference may properly be made in order to ascertain the rights and obligations of all the parties involved
Contract Notice	Shall mean the publication in the Tender opportunity by the Royal Institution of Cornwall and its intention to procure a public supplies, services, or works Contract
Contractor	Shall mean the Applicant awarded the Contract culminating from an offer to supply accepted by the Royal Institution of Cornwall
Royal Institution of Cornwall	Shall mean Royal Institution of Cornwall
Employers' Liability (Compulsory Insurance)	Shall mean an insurance that enables organisations to meet the costs of damages and legal fees for employees who are injured or made ill at work through the fault of the employer. Employees injured due to an employer's negligence can seek compensation even if the organisation goes into liquidation or receivership. The NHS can also claim the costs of hospital treatment (including ambulance costs) when personal injury compensation is paid. This applies to incidents that occur either on or after 29 January 2007. By law, an employer must have EL insurance and be insured for at least £5 million. The insurance must cover all the organisation's employees in England, Scotland, Wales and Northern Ireland. If the organisation is not a limited company, and you are the only employee or you only employ close family members, you do not need compulsory Employers' Liability Insurance. Limited companies with only one employee, where that employee also owns 50 per cent or more of the issued share capital in the company, are also exempt from compulsory Employers' Liability Insurance. However, there is nothing to prevent an exempt employer from choosing to buy this insurance in view of the financial security it can provide.
Evaluation	Shall mean the process through which the Applicant's Bid is reviewed in accordance with the Evaluation Criteria, following which a decision to award a Contract is made

Evaluation Criteria	The means by which the Royal Institution of Cornwall will Evaluate an Applicant's Bid, to include all of the issues that must be considered so as to be able to judge the suitability of an Applicant's Bid
Invitation to Tender (ITT)	Shall mean the written request by the Royal Institution of Cornwall for an interested Applicant to submit a written Bid to facilitate the Royal Institution of Cornwall's requirements
Lead Applicant	Shall mean the organisation leading the bidding process on behalf of its consortia or sub-contractor partners
Lowest Price	Shall mean a means of evaluation whereby all Applicants to a procurement process will be assessed solely on the basis of their offer of price
Mandatory requirements: Pass / Fail	Shall mean the Royal Institution of Cornwall's essential requirements that Applicants will be required to demonstrate their ability to meet so as to be able to pass through to the next stage of the procurement process
Mandatory Requirements: Scored	Shall mean the Royal Institution of Cornwall's essential requirements that Applicants will be required to demonstrate their ability to meet and that will be scored so as to be able to pass through to the next stage of the procurement process and / or as part of the Award criteria
Most Economically Advantageous Tender (MEAT)	Shall mean a means of evaluation whereby all Applicants to a procurement process will be assessed the basis of their offer of a combination of both quality factors and price
Officer	Shall mean the individual completing the procurement documents on behalf of the Royal Institution of Cornwall
Open	Shall mean the procurement process determined by the Public Contracts Regulations 2015
Pricing	Shall mean the value placed on a Bid by the Applicant that will purchase their offer to facilitate the Royal Institution of Cornwall's requirements
Procurement	Shall mean the acquisition of Supplies, Services or Works from an external source
Public Contracts Regulations 2015 (the Regulations)	Shall mean the legislation of the United Kingdom concerning the procedures for the award of public works contracts, public supply contracts and public service contracts
Public Liability Insurance	Shall mean an insurance that covers members of the public or customers coming to the organisation's premises or if the organisation's staff go to theirs (including if the organisation is based 'at home'). It covers any awards of damages given to a member of the public because of an injury or damage to their property caused by the organisation. It also covers any related legal fees, costs and expenses as well as costs of hospital treatment (including ambulance costs) that the NHS may claim from the organisation. Premiums are based on the type of business and rated on an estimate for the level of activity of the business.
Selection	Shall mean the process by which Applicants will be selected to move forward to the next stage of the procurement process, in accordance with the criteria listed at Regulation 58 of the Public Contracts Regulations 2015
Selection Questionnaire	Shall mean the process by which Applicants will be selected to move forward to the next stage of the procurement process, in accordance with the criteria listed at Regulation 58 of the Public Contracts Regulations 2015
Services	Shall mean a system supplying a need such as communications and transport, utilities such as electricity and fuel, the provision of advice or the performance of routine maintenance or repair work
Specification	Shall mean the detailed description of the Royal Institution of Cornwall's requirements
TUPE	Shall mean the "Transfer of Undertakings (Protection of Employment) Regulations 2006" as amended by the "Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014"
Volume One (1) Instructions / Information	This document
Volume Two (2) Applicant's Offer	Shall mean the document containing information specific to the opportunity, to include the specification
Works	Shall mean the carrying out of any work which includes assembling, construction, building, altering, manufacturing, processing, fabricating, erection, installation, fitting out, improvement, repair / commissioning of any movable or immovable property