**Invitation to Tender**

***Penwith Gallery Shop and Staff Facilities Expansion***

**Ref: ST-00005**

# 1. About Penwith Galleries Limited (PGL)

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

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

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

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

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

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

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

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

# 2. Background and Context

This project involves the expansion of the gallery shop area into what is currently the staff kitchen, enabling us to increase our shop retail area and offer space to more local artists and makers. The current kitchen is inadequate for the staff, particularly when hosting gallery events, and is also a poor use of space. It sits adjacent to the shop and would require minimal building works to open it up into one large retail area. PGL has done extensive fundraising over the past three years in order to accomplish some much-needed building and improvement work across the complex, and during the 2023 January closure period we designed and fitted bespoke cabinets in the gallery entrance for smaller works which have dramatically improved the appearance of the gallery and have boosted sales. We propose using the same St Ives-based carpentry business to design matching cabinets and shelving for the expanded shop, creating consistency across our display areas and giving us flexibility in our exhibitions.

The main part of the project involves converting our current store room into proper staff facilities including an improved kitchen, a proper bathroom with room for changing and a seating area for staff breaks and meals. The current storeroom is almost all dead space as it is also an access area for the existing toilet cubicle, and the small outer courtyard which we propose repurposing for the outdoor seating area is not used at all. The proposed staffing area would be a much better use of space and provide proper facilities for staff and visiting artists, plus a more attractive outdoor space in the current courtyard.

We propose beginning the works in November 2023 during what is usually a very quiet time in terms of gallery visitors, and getting the stripping out, demolition and drainage works completed during the first few weeks along with the creation of a new wall and plumbing/first fix electrics. New cabinets for the expanded shop can be prefabricated off-site during this time. This should enable less disruptive works to the staff area to be completed during the busier time of December, with the final decoration period plus the stripping out of the existing kitchen and shop area and the fitting of the new cabinets taking place during the January closure.

As the gallery will be operational during normal working hours, the work will have to be carried out concurrently but taking steps where possible to minimise any disruption. The existing kitchen area can be accessed through an internal courtyard with its own street access, creating a route for the removal of materials. Materials should be delivered, where possible, outside gallery hours so before 10am or after 5pm. Work should be prefabricated where possible off site and material delivery should be carefully organised to avoid congestion. The courtyard next to the store room is owned by the gallery so can also be used as an outdoor workspace.

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

# 3. Tender requirements

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



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

4**. Budget**

The total maximum budget available for this commission is £70,000.00 (exc VAT) but inclusive of all expenses.

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

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

The tenderer is to complete the Contract Sum at Enclosure 2

# 5. Tender and commission timetable

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

|  |  |
| --- | --- |
| **Milestone** | **Date** |
| Date ITT available on Contracts Finder | 10 August 2023 |
| Last date for raising queries | 1700: 18 August 2023 |
| Last date for clarifications to queries | 21 August 2023  |
| Deadline to return ITT | 1700: 4 September 2023 |
| Evaluation of ITT | 7-8 September 2023 |
| Award of Contract  | 12 September 2023 |
| Planned start date of work | 06/11/2023 |
| Completion of works no later than | 19/01/2024 |

# 6. Tender submission requirements

Please include the following information in your Tender submission.

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

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

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

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

6.4 Budget. Completed Contract Sum.

**7. Sub-contracting**

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

**8. Conflicts of Interest**

Tenderers must provide a clear statement with regard to potential conflicts of interests. Therefore, **please confirm within your tender submission** whether, to the best of your knowledge, there is any conflict of interest between your organisation and Penwith Galleries Limited or its programme team that is likely to influence the outcome of this procurement either directly or indirectly through financial, economic or other personal interest which might be perceived to compromise the impartiality and independence of any party in the context of this procurement procedure.

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

# 9. Tender clarifications

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

julia@penwithgallery.com

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

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

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

# 10. Tender evaluation methodology

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

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

|  |  |
| --- | --- |
| Ref 6.1 Covering Letter |  |
| Acceptable covering letter including confirmation of the requirements detailed at 6.1 | Pass/ Fail |
| Ref 6.2  | 20 |
| Provide two examples of previous projects which you feel demonstrate your ability to deliver this type of project. (maximum 1 page of A4 per example). |  |
| Ref 6.3 | 20 |
| Provide experience of the project manager and the senior tradespeople which demonstrates their building experience. (maximum 1 page of A4 per example).  |  |
| Ref 6.4 Budget | 60 |
| A **fixed fee** for this work (exc VAT) including travel and other expensesThe lowest bid will be awarded the full 60marks. Other bids will be awarded a mark that is proportionate to the level of their bid in comparison to the lowest bid i.e. Marks awarded = 60 x lowest bid / bid |  |

11**. Assessment of the Tender**

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

|  |
| --- |
| **Scoring Matrix for Award Criteria** |
| Score | Judgement | Interpretation |
| 100% | Excellent | Exceptional demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services. Full evidence provided where required to support the response. |
| 80% | Good | Above average demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services. Majority evidence provided to support the response. |
| 60% | Acceptable | Demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services, with some evidence to support the response. |
| 40% | Minor Reservations | Some minor reservations of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services, with little or no evidence to support the response. |
| 20% | Serious Reservations | Considerable reservations of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services, with little or no evidence to support the response. |
| 0% | Unacceptable | Does not comply and/or insufficient information provided to demonstrate that there is the ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services, with little or no evidence to support the response. |

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

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

12**. Tender Award**

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

# 13. Tender returns

Tenders are to be returned by email.

Tenders are to be returned in accordance with Section 5

Latest date to be returned: As per Section 5

Latest time to be returned: 17:00

Emailed tenders should be sent electronically to

julia@penwithgallery.com

with the following message clearly noted in the Subject box; ‘Penwith Gallery Shop and Staff Facilities Expansion’

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

# 14. Disclaimer

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

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

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

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

# 15. Enclosures

1. Document set
2. Contract Sum