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| **Invitation to Tender For King Edward Mine Redevelopment - Appointment of the Contractor for the Boiler House, Mill & Stamps and Core Buildings** | |
|  | |
| Name of Project | King Edward Mine Redevelopment - Appointment of the Contractor for the Boiler House, Mill & Stamps and Core Buildings |
| Project Reference Number | 2015.01L – Contract 2 |

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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 an open procedure for this sub-OJEU project.

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

King Edward Mine is the oldest, most complete mine site left in Cornwall. The entire complex is within the Cornish Mining World Heritage Site (WHS), containing 16 Grade II\* Listed buildings and South Condurrow Stamps Engine House which is Grade II Listed.

This appointment to contract a Contractor to undertake works of renovation and alteration will be procured on a traditional lump sum JCT based building contract employing Bills of Quantities and a fully developed design of drawings and specification. There is likely to be an element of Contractor Design work for specialist items. The project will involve many traditional skills usually found in Listed Building work. The works will also be undertaken on a ‘live’ site with business occupation of the Count House and Carpenters Shop and a seasonal opening of the Museum buildings from the end of April to the end of September 2016.

The contract will see the Boiler House conserved and given a new use as a vibrant exhibition space. Works will include a new wet-laid scantle slate roof, replacement of windows / frames and gable louvres, consolidation of the floor, glazed inner screen incorporating manual opening double entrance doors, under-floor heating (for future flexibility), internal finishes, fixtures and fittings, services and external works including drainage, incoming electric, water and telecom connections.

There will be a second contract, carrying out works to the Assay Office complex, South Condurrow Stamps Engine House and Events Field which will run concurrently with this contract.

1.4 Value of the Contract

The estimated value of the Contract is £500,000 to £550,000.

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 Works to this or any other particular value and shall not create a binding obligation unless specifically stated within the Contract.

1.5 Contract Term

Subject to any termination rights contained within the Contract, the Council proposes to enter into the Contract for a maximum period of 1 year with the successful Tenderers ("Contractors").

The anticipated Commencement Date is 14 March 2016.

1.6 Use of Contract by Third Party Organisations

Not applicable.

**Section 2 – Tender Timetable**

2.1 Tender Information Table

|  |  |
| --- | --- |
| 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.  3x paper copies and 1 x master electronic version supplied on CD or memory stick (please refer to Section 6.6 Commercial Documentation, and note that the priced Bills need only be submitted electronically on CD). 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 Commercials Document 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, Cornwall Council, Third Floor South Wing, County Hall, Treyew Road, Truro, Cornwall TR1 3AY |
| Tender clarification contact officer: | Wayne Rossiter |
| Tender clarification contact email: | [wrossiter@cornwall.gov.uk](mailto: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 | 15 December 2015 |
| Supplier Open Day | 18 January 2016 |
| Deadline for receipt of clarifications | 25 January 2016 |
| Target date for responses to clarifications | 29 January 2016 |
| **Deadline for return of Tenders (Return Date)** | **Friday 5 February 2016, by 3pm** |
| Evaluation of Tenders | 8 February to 11 March 2016 |
| Notification of contract award decision | 14 March 2016 |
| Target Start on Site after Mobilisation | 11 April 2016 |

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.

Please confirm whether you will be attending the Supplier Open Day Session at King Edward Mine on Monday 18thJanuary 2016 at your earliest convenience, **and by Thursday 14th January 2016 at the latest**, by emailing Wayne Rossiter on: [wrossiter@cornwall.gov.uk](mailto:wrossiter@cornwall.gov.uk) The Supplier Open Day Session timetable is recorded below:

Contract 2 Timetable

* + 3pm, brief introduction
  + 3:15 walk around the site
  + 3:45 Q&A
  + 4pm close

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 the Contracts Finder website, 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

Not applicable to this tender.

3.4 Contract Award

Entering into the Contract is subject to the formal approval process of the Council. Until all necessary approvals are obtained 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.

3.5 Standstill Period

Not applicable to this tender.

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.

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 Warrantees 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 Works, 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 Works 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 Performance Bond

Where appropriate and the Council deems relevant a Performance Bond will be required prior to any formal award of contract.

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 2 or less 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:

* 30% Quality
* 70% 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 – 30 %

This overarching Award Criteria is split into the following Award Sub-Criteria numbered 1 to 2 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) |
| Tender Construction Programme | 50% | 30% | 15% |
| Key Team Members’ CVs | 50% | 30% | 15% |
| Maximum Available Quality Score (=sum(C)) | | | 30% |

**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 |
| Tender Construction Programme | 3 | 5 | 50% | 30% | 9% |
| Team Members’ CVs | 4 | 5 | 50% | 30% | 12% |
| Tenderers Quality Score out of a possible 30% (=sum(E)) | | | | | 21% |

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 or less in any of these questions/sections shall be excluded from the remainder of the evaluation process and their Tender may 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 goods/works/services. 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 goods/works/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 goods/works/services, 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 goods/works/services, 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 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. |

Commercials (Pricing) – 70%

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 checked and 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 supplier 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** | |
|  | |
| King Edward Mine Museum Redevelopment: Appointment of Contractor for the Boiler House, Mill & Stamps and Core Buildings | |
| Contract Reference Number: 2015.01L – Contract 2 | |
| 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 services  If 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 services  If 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** | |
| 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. | Yes  Reference 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. | Yes  Reference 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. | Yes  Reference 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. | Yes  Reference 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. | Yes  Reference 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.

**Applying for multiple tenders**

Organisations that apply for both the King Edward Mine Redevelopment – Appointment of the Contractor for the Boiler House, Mill & Stamps and Core Buildings and the King Edward Mine Redevelopment – Appointment of the Contractor for the Café, Events Field and Engine House, will be assessed on the financial information of the combined contract va

**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 £1,050,000 (one million and fifty thousand pounds sterling) 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 £1,050,000 (one million and fifty thousand pounds sterling) 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.

Applying for multiple tenders

In the case of applying for multiple tenders, the total combined average turnover requirement from both tenders will be calculated and this combined requirement will be used within the individual assessment of each tender.

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 £2,250,000 (two million two hundred and fifty thousand pounds sterling) 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 £2,250,000 (two million two hundred and fifty thousand pounds sterling) zero (0) marks will be awarded.

**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 Applicants 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 Applicant 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 taxes  Has 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 APPLICANT: 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 = £10m  Public Liability Insurance = £10m Professional Indemnity Insurance = £2m | 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 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 major contracts you have been awarded within the last five years for the provision of works similar to those required by the Council. We are particularly keen to see projects involving Grade II/II\* Listed buildings. | |
| **a** | **b** |
| **Reference Company Name** |  |  |
| Address |  |  |
| Contact Name |  |  |
| Telephone Number |  |  |
| E-mail Address |  |  |
| Contract Reference Number |  |  |
| Description of works undertaken – why you have chosen this project to demonstrate your ability to carry out the works at King Edward Mine (you can expand on this information in your answer to 5.12.3 if you use these project as 2 of the 4 examples) |  |  |
| Date Contract Awarded |  |  |
| Length of Contract |  |  |
| Type of Contract |  |  |
| Annual Value of Contract (£) |  |  |
| Please tell us the names of the key team members involved in this project |  |  |

**SCORED MODULES**

5.12 Module 10 - Project Specific Questions

|  |  |
| --- | --- |
| **5.12.1** | **Please provide a description of 4 examples of experience that you have gained from previous projects that will be relevant to this project. For example, conservation projects involving Listed buildings/structures (especially Grade II\* Listed), or working on similar industrial heritage buildings, laying new wet-laid scantle slate roofing, replacing asbestos sheeting, protection of artefacts, working on sites which are open to the public. You may wish to use your two projects in 5.11.1 as two of the four examples (Maximum of 1 side of A4 per project).** |
|  | |

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**PART C TENDER RETURN**

|  |  |
| --- | --- |
| **Part C – Tender Return** | |
|  | |
| King Edward Mine Museum Redevelopment: Appointment of Contractor for Boiler House, Mill & Stamps and Core Buildings | |
| Contract Reference Number: 2015.01L – Contract 2 | |
| 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 for this sub-OJEU project,, 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** | **Please provide a tender construction programme and a short description illustrating the key activities and sequencing for works to the Boiler House, Mill & Stamps and Core Buildings. Refer to the Bill of Quantities Ref. No. A30, 480 for further details of the requirements.**  **(50% weighted score 15%)** |
|  | |
| **6.4.2** | **Please provide CVs of the key members of staff who will be responsible for the on and off site management of the contract (Maximum of 1 side of A4 per person). Refer to the Bill of Quantities Ref. No. A30, 495 for further details of the requirements.**  **(50% weighted score 15%)** |
|  | |

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.

King Edward Mine is the oldest, most complete mine site left in Cornwall. The entire complex is within the Cornish Mining World Heritage Site (WHS), containing 16 Grade II\* Listed buildings and South Condurrow Stamps Engine House which is Grade II Listed.

UNESCO World Heritage Site status provides a global identity and brand underpinned by authentic and distinctive values, giving sites significant advantage in a highly competitive global market. The granting of WHS status to the Cornwall & West Devon Ming Landscape in 2006 recognised the international impact of the Cornish mining culture, and the impact that the transfer of that culture had on the development of the modern global mining economy. The King Edward Mine (KEM) complex has Outstanding Universal Value as the best preserved mine within the Cornish WHS for the pre-1920 period.



King Edward Mine operated commercially between 1864 and 1896, and from 1890s was used as a mine training school by the world famous Camborne School of Mines until 1995. In 1987, a group of interested individuals connected with the School of Mines decided to turn the redundant Mill complex into a museum, with volunteers restoring and bringing the tin processing equipment back into working order. The King Edward Mine Museum opened to the public in 2002.

The site was originally owned by the Pendarves Estate until Cornwall Council purchased it in May 2009. In 2012, a 30 year lease and management agreement was agreed between Cornwall Council and KEM Ltd., a not for profit company formed by the KEM volunteers. The museum is open to the public between the end of April and September, with site visits available out of season by appointment.

Having acquired the site and recognising that there were redundant buildings and buildings in need of significant conservation work, in 2011 a condition surveys were commissioned by Cornwall Council and a Master Plan ~ “The Way Forward” ~ from consultants to provide a vision for the site with a development strategy and options appraisal. The focus for the commission and subsequent consultation with KEM Ltd, the council and other stakeholders was to create a financially sustainable future for the site, in particular focusing on bringing the redundant buildings back into productive use, therefore securing their long-term economic future. To support this work, a Conservation Management Plan was commissioned and has been adopted by the council and KEM Ltd and further consultation was carried out with the European Convergence Programme, the Heritage Lottery Fund and English Heritage.

From this, two projects emerged. The first was the conservation and adaptation of the Count House and Carpenters’ Shop complex into high quality workspaces with funding secured from the European Regional Development Fund. This project completed in October 2015, bringing two of the redundant buildings back into economic use and removing the Count House complex from the Heritage at Risk Register.

The second project, described below, has been divided into two contracts – this contract and another for the conservation of the Assay Office (creating a new café), Events Field and South Condurrow Stamps Engine House, both of which will run in parallel during 2016. The focus of this contract is on conserving the Grade II\* Listed Boiler House, refurbishing the Mill complex and carrying out minor works to the remaining core buildings to improve the overall visitor experience and operation of King Edward Mine Museum.

**Summary**

Cornwall Council is the client for this project and has been awarded a capital grant from Heritage Lottery Fund for funding towards the redevelopment of King Edward Mine Museum. The funding agreement has a completion date as a condition of the grant.

This appointment to contract a Contractor to undertake works of renovation and alteration will be procured on a traditional lump sum JCT based building contract employing Bills of Quantities and a fully developed design of drawings and specification. There is likely to be an element of Contractor Design work for specialist items. The project will involve many traditional skills usually found in Listed Building work. The works will also be undertaken on a ‘live’ site with business occupation of the Count House and Carpenters Shop and a seasonal opening of the Museum buildings from the end of April to the end of September 2016.

The contract will see the Boiler House conserved and given a new use as a vibrant exhibition space. Works will include a new wet-laid scantle slate roof, replacement of windows / frames and gable louvres, consolidation of the floor, glazed inner screen incorporating manual opening double entrance doors, under-floor heating (for future flexibility), internal finishes, fixtures and fittings, services and external works including drainage, incoming electric, water and telecom connections.

The Boiler House is not currently part of the visitor experience, being used to date as a museum store (see image below).



(interior of Boiler House – now cleared)



(Boiler House roof)

The Grade II\* Mill complex will require replacement of the entire roof sheeting and sheet roof-lights, replacement of some of the vertical corrugated cladding, roof valley and fascia repairs, general renovations and spot repairs, damp remediation repairs, etc.



As you can see from the image below, the mill contains rare mineral processing equipment and machinery which cannot be moved during the reroofing and other works. It is therefore imperative that the contractor provides a means of protecting these artefacts both from potential asbestos contamination during the removal of the asbestos sheeting, as well as other risks of damage.





The contract includes other minor conservation works to core buildings, most of which are Grade II\*, mainly external fabric repair.

6.6 Commercial Documentation

Tenderers are required to complete and return the commercial documentation.

**The Contractor shall submit the following pricing information:**

Submit a signed copy of the Main Summary on the final page of the Bills of Quantities with the tender as a hard copy with an original signature.

Submit in the original Excel format provided a fully priced document on CD with the tender.

Submit a copy of the priced and fully detailed breakdown of fixed and time related preliminaries with the tender.

**The Contractor shall complete the following sections which have been extracted from the Underlying Contract:**

**Articles of Agreement**

|  |  |
| --- | --- |
| Article 2  Contract Sum | The Employer shall pay the Contractor at the times and in the manner specified in the Conditions the VAT-exclusive sum of  **The Total Tender Price (in words and figures) as stated in the Main Summary of the Bills of Quantities**  ………………………………………………………………………………………….………  ………………………………………………………………………………………………..  (£ . ) ("the Contract Sum") or such other sum as shall become payable under this Contract. |
| Article 6  The Contractor is | [insert Contractor name here]  (Company No [insert company number here]) of/whose registered office is at  [insert Contractor's registered address] |

**Clauses**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 1.7 | Addresses for services of notices by the Parties (*if none is stated, the address in each case subject to clause 1.7.3 shall be that shown at the commencement of the Agreement*) | | Contractor: | | [Contractor's Registered Office address] |
| 6.7 and Schedule 3 Insurance Option A (paragraph A.3) | | Annual renewal date of insurance  (*as supplied by the contractor*) | | [insert annual renewal date here] | |

6.7 Terms and Conditions

See Bill 1 – MAIN CONTRACT PRELIMINARIES (Appendix D – JCT Articles, Recitals, Contract Particulars and Amendments)

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 Works in accordance with this ITT, Contract and attached documentation (Response to Quality Assessment Specification and Response to Commercial Document) 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 Exclusions  We 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 for King Edward Mine Museum Redevelopment Project: - Appointment of the Contractor for the Boiler House, Mill & Stamps and Core Buildings  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 purposes  In 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 consortium  Address 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 amendments
* Bills of Quantities, Drawings and Specifications and all associated Schedules and Appendices
* Contractor’s tender bid response to the Invitation to Tender

APPENDICES

Appendix 1 – Defined Terms

|  |
| --- |
| 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.

**“Commercials Document”**

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.

**“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.

**"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 Works 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.

**“Works”**

Means: the provision of Works 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/>

**“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);

Due to the unusual size of the Appendices to this document we have been unable to upload them onto Contracts Finder. These Appendices, which are required in order to respond to the ITT, can be downloaded from a dedicated Dropbox or can be obtained on a CD from the individual named in Section 2.1 of this ITT.

**Dedicated Dropbox links:**

**Appendix 2 (i) – Bills - excels**

<https://www.dropbox.com/sh/j8nmfyihvv6ipsd/AAAcTPpHwXBOWHHwA4tFyklCa?dl=0>

**Appendix 2 (ii) – Bills - Prelims**

<https://www.dropbox.com/sh/j6lii4yclds89a5/AABjXcv5mK9r_dPBLJ2VBGyCa?dl=0>

**Appendix 3 (i) – Building - drawings**

<https://www.dropbox.com/sh/58xt1w9s7l1d9h3/AAA4L8Wuwbgmz6wEm63cZ7wFa?dl=0>

**Appendix 3 (ii) – Building - specification**

<https://www.dropbox.com/sh/bib12tz742cfqad/AAD8Lhuh5HE2y_Ft0FGy0jn3a?dl=0>

**Appendix 4 (i) – Services - drawings**

<https://www.dropbox.com/sh/rh69ja6k7pgz7ex/AAB9hRMuWxKf_BgglJFx_cQqa?dl=0>

**Appendix 4 (ii) – Services - specifications**

<https://www.dropbox.com/sh/hjcqdh11psge3mr/AAChWi9el4_q7p1EHsCtc0mka?dl=0>

**Appendix 5 – Parent Company Guarantee**

See Bill 1 – MAIN CONTRACT PRELIMINARIES (Appendix D – JCT Articles, Recitals, Contract Particulars and Amendments)

Appendix 6 - 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.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 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 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: 5/02/2016

Return Time: 15:00 (3.00 pm)

**For Council Use only**

**Received by:**

**Date/Time:**

**FAO Wayne Rossiter**

**Commercial Services Team**

**Cornwall Council**

**Third Floor, South Wing**

**County Hall**

**Treyew Road**

**Truro**

**Cornwall**

**TR1 3AY**

**Tender For King Edward Mine Museum Redevelopment: Appointment of Contractor for the Boiler House, Mill & Stamps and Core Buildings**

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**](mailto:enquiries@cornwall.gov.uk)

**www.cornwall.gov.uk**