



Chepstow Town Council

TENDER SPECIFICATION

Minor internal works and refurbishment – The Gatehouse, High Street, Chepstow, NP16 5LH

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1. INSTRUCTIONS AND INFORMATION FOR SUBMITTING A PROPOSAL

These instructions are designed to ensure that all tenders are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified. Please contact Lucy Allen, Town Clerk, Chepstow Town Council, The Gatehouse, High Street, Chepstow, NP16 5LH email lucyallen@chepstow.co.uk if you have any doubts as to what is required or you have difficulty in providing the information requested. Pre-tender negotiations are not allowed.

2. CONTRACT PERIOD

The work will need to be completed within 12 weeks.

3. INCOMPLETE TENDER

Tenders may be rejected if the information asked for in the ITT and Specification is not given at the time of tendering.

4. RETURNING TENDERS

The tender document must be completed and returned no later than 12 noon on the **22nd April 2022**, clearly marked on the envelope with the address below.

Private and Confidential;
Tender Documents: Minor works and refurbishment - The Gatehouse.
Chepstow Town Council
The Gatehouse
High Street
Chepstow
NP16 5LH

The Town Council will also allow tender documents to be submitted via the Sell 2 Wales website.

5. RECEIPT OF TENDERS

Tenders will be received up to the time and date stated. Those received before the due date will be retained unopened until then. It is the responsibility of the tenderer to ensure that their tender is delivered not later than the appointed time.

6. ACCEPTANCE OF TENDERS

By issuing this invitation the Council is not bound in any way and does not have to accept the lowest or any tender, and reserves the right to accept a portion of any tender, unless the tenderer expressly stipulates otherwise in their tender.

7. INDUCEMENTS

Offering an inducement of any kind in relation to obtaining this or any other contract with the Council will disqualify your tender from being considered and may constitute a criminal offence.

8. CONFIDENTIALITY OF TENDERS

Please note the following requirements, you must not:

- Tell anyone else what your tender price is or will be, before the time limit for delivery of tenders.
- Try to obtain any information about anyone else's tender or proposed tender before the time limit for delivery of tenders.
- Make any arrangements with another organisation about whether or not they should tender, or about their or your tender price.

Failure to comply with these conditions may disqualify your tender.

9. COSTS AND EXPENSES

You will not be entitled to claim from the Council any costs or expenses which you may incur in preparing your tender whether or not your tender is successful.

10. INTRODUCTION/BACKGROUND

The Town Council own The Gatehouse, High Street, Chepstow, NP16 7HF which is a Grade II listed building. Following a Conditioning Survey in 2018 a planned schedule of works has been developed to which the Town Council have committed to undertake. An extensive refurbishment of the exterior of the building is nearing completion and the internal works are ready to commence. This tender document seeks tenders from capable and experience contractors.

The details of this document and all associated documents are to be treated as private and confidential for use only in connection with the Invitation to Tender (ITT) and contract process.

11. COSTS

Please give a detailed breakdown of costs (excluding VAT).

12. VAT

Please state clearly when submitting prices whether or not VAT will be charged.

It is the responsibility of tenderers to check the VAT position with HMRC before submitting a bid.

13. HEALTH AND SAFETY

Contractors must comply with all relevant H & S legislation. It is a requirement that contractors wear protective clothing and use safety equipment as determined in the risk assessment when undertaking this contract. Measures must be taken to minimize any risk to the public.

Any motor vehicle used must be parked so as not to contravene any parking restrictions and/or present any obstruction to other road users and the public.

All waste materials must be removed and disposed of by the contractor, disposal in public waste bins is not allowed.

Staff are expected to have undertaken the appropriate training and each team of workers must include a qualified First Aid officer.

The successful contractor will be expected to produce a Health & Safety Information Pack to include;

- Risk Assessment
- Method Statement
- Copy of current Insurance Certificate

- Any other relevant documents such as Environmental Policy, General Health & Safety at Work Policy, accreditation certificates and staff training certificates.

14. INSURANCE

It is a requirement that the contractor is adequately insured, with a minimum of £10m public liability cover. **A copy of your current certificate must be included in the tender response.**

15. ADVICE

The contractor will be expected to be available to discuss issues and to give professional advice on all aspects of the contract and, if applicable, to work with Monmouthshire County Council's planning division on all aspects due to the building being Grade II listed.

16. ADDITIONAL WORK

The contractor will have an exclusive right to carry out the work specified in the tender and contract documents. The Council reserves the right to procure any additional or associated work, beyond the contract specification, from other contractors. The contractor will normally be given the opportunity to quote for any such additional work.

The contractor is expected to show flexibility and be prepared to establish good working relationships with the Town Clerk and staff.

17. CONTRACT

The contract will be with Chepstow Town Council. No sub-letting of the contract to a third party is allowed without prior permission.

18. TENDER

Your tender submission should comprise the completion of the form of tender, supported by the pricing schedule at Appendix 1, together with a copy of your current insurance certificate and a specimen Health & Safety Pack containing the information outlined in section Health and Safety. This could be taken from a current contract (with the name of the customer removed) and must include a relevant Risk Assessment.

19. GENERAL DATA PROTECTION REGULATION

Please see Appendix C for the Town Councils Privacy Notice for Suppliers.

20. PREPARATION OF THE INVITATION TO TENDER

Invitation to Tender (ITT) issued by the public sector are far more detailed than ITTs by the private sector. This is because the public sector has greater legal and social responsibilities and is accountable for spending public money.

Although this document is designed to be as complete and comprehensive as possible, potential tenderers must obtain for themselves all the information necessary for developing and costing their proposal and entering into a Contract. The Town Council will do everything possible to ensure Tenderers have access to all information required to produce their response.

Potential Tenderers must ensure that they clarify any points of doubt or ambiguity before submitting their tender. If clarification is required in order to complete the tender, requests should be

submitted in writing to Lucy Allen, Town Clerk lucyallen@chepstow.co.uk no later than 8th April 2022 after that date no further points of clarification will be permitted and /or answered.

We strongly recommend a site visit by all interested parties prior to the submission of a tender.

21. PROCEDURES AND TIMETABLE

The following dates are applicable to this procurement:

Target Date	Task
23 rd March 2022	Issue ITT
8 th April 2022	Deadline for requests for additional information and points of clarification.
22nd April 2022	Deadline for return of ITT
27 th April 2022	Final selection of successful supplier and notify unsuccessful tenderers
2 nd May 2022	Target date for award of contract and first planning meeting

No extensions to any dates contained in the procurement timetable shall be granted to Tenderers. The Council reserves the right to amend these dates provided that by doing so the competitive process is not prejudiced.

Chepstow Town Council reserves the right to request additional information from a tenderer to clarify their proposal, which is to be supplied at the expense of the tenderer.

The envelope should not bear any distinguishing marks that would identify the tender and any tenders received after this date and time will not be considered. All submissions must be in English and prices in sterling exclusive of VAT.

Please follow these return instructions carefully as any tender which is incomplete, late or incorrectly addressed will be disqualified.

The Council does not bind itself to accept the lowest bid or any quotation. The Council reserves the right to withdraw any part of the quotation document prior to the award of contract, and reserves the right to discontinue the quotation process at any time.

22. TENDER FORMAT AND COST SUMMARY

Tenderers shall provide full details of all costs that are to be charged to the Council by completing the pricing schedule.

The Council will not make any payments of other costs that are not listed and/or are ancillary to the service provision.

23. SELECTION AND AWARD CRITERIA

This ITT contains questions regarding supplier's ability and technical capability to provide and deliver the service within the costs being tendered.

The preferred Tenderer will be determined based on the following process.

A two stage process will be used to assess tenders:

Stage 1-Selection Criteria

Criteria	Weighting
Relevant contractor experience	Pass/Fail
Technical Capability	Pass/Fail

Tenderers who provide the Council with the relevant information will receive a pass mark and move onto the stage 2 and their submission will be evaluated against the following criteria. Tenders will be evaluated on the basis of the most advantageous to the Council, with a weighting explained in the below table.

Stage 2 Award Criteria

Criteria and Weighting ()	Contractor Scoring
Commercial (20%) Location of Company (5) Size of Company (5) Technical Support (5) Experience of working with Local Authorities (5)	
Design (80%) Historic Building Experience (60) Environmental and Sustainable (20)	

24. ARITHMETIC ACCURACY OF THE ITT:

If arithmetic mistakes are found after the contract has been awarded they will not be taken into account. The figure agreed at the time of contract will prevail.

The Tenderer shall be deemed to have satisfied itself before submitting its tender as to the accuracy and sufficiency of the rates and prices stated in their tender which shall (except in so far as is otherwise provided in the contract) cover all the contractor's obligations under the contract and the contractor shall be deemed to have obtained for itself all necessary information as to risks and any other circumstances which might reasonably influence or affect the contractor's tender.

The contractor who submits a tender will be held to have by his/her own independent observations and enquiries fully informed and satisfied themselves as to the nature and extent and practicability of the works and as to access to the site and/or storage facility and all points and conditions which can in any way affect the prices upon which this tender is based. The prices for the tender shall

include all charges for profits and transport and cartage and labour materials plant and insurance and all other expenses.

25. PERIOD OF ACCEPTANCE OF THE ITT

The potential supplier is required to hold their ITT open for acceptance for a period of up to six months from the closing date.

26. CANVASSING

Any interested organisations who directly or indirectly canvasses any member or official of the Council concerning the evaluation of the ITT, or who directly or indirectly obtains, or attempts to obtain, information from a member or official concerning any other ITT will be disqualified. If at any stage during the process we discover canvassing has taken place, we will be entitled to disqualify that organisation from the process.

27. COUNCIL REPRESENTATIVES

No person in the Council's employment or other agent except where notified by the Contact Officer "to Tenderers" has any authority to make any representations or explanation to Tenderers as to the meaning of the contract or any other Tender Document or as to anything to be done or not be done by tenders or the successful Tenderer or as to this instruction or as to any other matters or anything so as to bind the Council.

28. METHOD STATEMENT

In addition to any more specific obligations imposed by the terms of the tender documents herewith Tenderers must satisfy the Council of their ability to provide the services set out in these documents. Tenderers are therefore required to submit with their tender, answers to the following questions.

Tenderers should note that this information will be taken into account in the evaluation of tenders and that the successful Tenderer will be held to any statement made. Please number your responses so that they correspond to the numbers of the questions marked. The information given in response hereto by any successful Tenderer shall be deemed to be incorporated into the contract between the Council and that Tenderer.

a) Contract Preparation

What actions and activities have you carried out to assess local conditions, the full character of the service, access, the supply and conditions affecting labour and all other factors which could affect the execution of the Contract?

b) Resources

Please detail the resources you are going to employ to ensure delivery of the service within the specified programme, in particular how are your resources going to be arranged and what experience do they have?

What will be your supervisory and management arrangements?

Please provide details of any vehicles and equipment you will provide for the service.

Please supply an outline programme for the carrying out of works as set out in the Specification.

c) Implementation Plan

What is your implementation plan for the contract?

d) Quality Systems

What customer care policies and procedure will you have in place for the Contract?

What quality control procedures will you have in place?

e) Health and Safety

What systems will you have to ensure, so far as is reasonable practicable, the health, safety and welfare at work of your employees?

f) Historic Buildings

Please provide details of experience of working of Grade II Listed Buildings.

Please provide details of your Health and Safety Performance over past 2 years (e.g. number of accidents, Prosecutions and Enforcement Notices served).

29. FINAL SUBMISSIONS AND CHECKLIST

The Council does not bind itself to accept the lowest or any quote and will not accept responsibility for any expense or loss which may be incurred by any potential tenderer in the preparation of the ITT.

You must supply all details and certificates requested as part of this ITT.

Lack of Information may deem your tender unacceptable and will result in the failure of your submission. Tenders must be submitted in accordance with these instructions and a failure to comply will result in a tender being rejected by the Council.

Chepstow Town Council will not accept incomplete nor non-specific/generic submissions.

Unless specifically and clearly stated by tenderers, they will be required to meet all the requirements specified within the ITT price submitted. Tenderers should treat the tender documents as private and confidential between the tenderer and the Council.

A formal contract will be issued to the successful tenderer.

ORGANISATIONAL INFORMATION AND REQUIREMENTS (to be returned):

ORGANISATION IDENTITY:

Name of organisation	
Contract	
Address	
Tel No	
Email	
Website	
Registered Address (if Different from above)	
Is your organisation (Please tick) A Public Limited Company A Limited Company A Partnership A Sole Trader	
Date of organisation's formation	
Date of incorporation in UK if different	
Company Registration Number and Date and Registration	
VAT registration Number	

FINANCIAL INFORMATION

Please state Annual Financial Turnover for the last 3 years (not Group turnover):	
Year:	Turnover:
Year:	Turnover:
Year:	Turnover:
Has your organisation or any director of your organisation who has the powers of representation, decision or control of the organisation been convicted of any of the offences listed at Regulation 23 (1) (a)-(f) of the Public Contracts Regulations 2015 If the answer is Yes, Chepstow Town Council may require further information. YES/NO	
Are there any court actions and/or tribunal hearings outstanding against your organisation which relate to the provision of this contract (including but not limited to negligence claims, discrimination cases, infringement of intellectual property rights, infringement of data protection legislation)? If the answer is yes, please give details. YES/NO	
Has your organisation been involved in any court action and/or tribunals over the last 3 years which relate to the provision of this contract (including but not limited to negligence claims discrimination cases, infringement of intellectual property rights, infringement of data protection legislation)? If the answer is yes, please give details. YES/NO	
Please give details of your bankers:	
Bank Name:	
Bank Address:	
Account No:	Sort Code:
Number of year's account has been open:	
May bankers be approached for a reference?	YES/NO
Please confirm that copies would be available on requires of your Audited Accounts and Annual Report for the last two years: YES/NO	
If goods, services and or works proposed in your tender return are sub-contracted, Chepstow Town Council will require financial documents from each third party.	
A financial credit check may be undertaken on your organisation as part of this tender process.	

BUSINESS ACTIVITIES AND CAPABILITY

Please give a description of the main business activities that your organisation undertakes.
How many staff do you employ?
How would you work on this project?

INSURANCE

Please provide details of your organisations insurance protection in respect of the following. A copy of your insurance papers must be provided as an appendix. This is a pass fail requirement

Public Liability Policy Number	Insurer	Indemnity Value (£) in respect of any one incident
Personal Liability Policy Number	Insurer	Indemnity Value (£) in respect of any one incident
Professional Indemnity Policy Number	Insurer	Indemnity Value (£) in respect of any one incident

HEALTH AND SAFETY

Please provide a copy of your organisations Health and Safety at Work Policy

Has the organisation be subject to any prosecutions or enforcement actions in relation to health and safety by any enforcing authority within the last 5 years? If yes, please give details:

YES/NO

TECHNICAL CAPABILITIES

Please indicate if your Organisation has experience in the following:

a) Working with County Council Planning Departments in regards to Listed Buildings **YES/NO**

b) Working on Grade I and II Listed Buildings **YES/NO**

c) Medium scale repair and maintenance programmes **YES/NO**

Please provide document evidence to show a recent project that you have undertaken of a similar size to this one i.e. drawings.

Has the organisation ever had a contract terminated? If yes, please state the name of employer, address, date of termination of contract and the circumstances leading to the termination. If yes, please provide details: **YES/NO**

Has the organisation ever withdrawn from a contract? If yes, please state the name of employer, address, date of termination of contract and the circumstances leading to the termination. If yes, please provide details: **YES/NO**

Has the organisation ever been refused renewal of any contract due to failure to perform to the terms of the contract? If yes, please state the name of employer. If yes, please provide details:

YES/NO

REFERENCES

Please provide details of private or public sector contracts not related to Chepstow Town Council that you have been awarded for the provision of goods, services and/or works similar to those required over the last five years,	
Reference 1	
Name:	
Referees Job Title:	
Reference Organisation's Name:	
Address:	
Contact Telephone Number:	
Contact Email Address:	
Contract Name:	
Contract Start/End Date:	
Total Value of Contract (£)	
Reference 2	
Name:	
Referees Job Title:	
Reference Organisation's Name:	
Address:	
Contact Telephone Number:	
Contact Email Address:	
Contract Name:	
Contract Start/End Date:	
Total Value of Contract (£)	
May customers be approached for a reference?	YES/NO

SUSTAINABILITY

Please provide a copy of your organisation’s sustainability policy,

ENVIRONMENTAL:

Please provide a copy of your organisation’s environmental policy.

EQUAL OPPORTUNITIES:

Do you have an equal opportunities/discrimination policy?

If yes – please provide details.

If no – please provide details of how you ensure compliance with existing legislation and in line with any codes of practice for employment.

COSTS

Suppliers are required to submit their costs using the pricing schedule.

Please state clearly what is to be provided within each area of cost. The Council shall not make any payments of other costs that are not listed here and/or are ancillary to the service provision.

Contactors must agree to all areas specified with the specification and contractors must state their agreement to all these areas within the ITT return.

DECLARATION

I/We declare that to the best of my knowledge the answers given in this ITT (and any supporting information provided) are correct. I acknowledge that the information provided here will be used as part of the evaluation process to assess my organisation’s suitability for this project.
I/We further understand that the offer of any gift or consideration whatsoever as inducement or reward to any servant of the Council will empower the Council to cancel any contract currently in force and will result in rejection of our tender. I/We also note that it is a criminal offence to take part in such acts, punishable by imprisonment.
I/We warrant that, unless stated below, there are no conflicts of interest between a director, partner, associate or senior member of this organisation and a councillor or Council employee.
Please give a declaration of any conflicts of interest here:
Name:
Job Title:
Date:
Signature:

PRICING SCHEDULE

Second Floor

6.15 Ceilings

6.15.3 Undertake complete redecoration

6.16 Internal Partition Walls

6.16.3 Undertake complete redecoration

6.17 Internal Surface of External walls

6.17.4 Undertake complete redecoration

6.18 Doors and Joinery Items

6.18.5 Undertake redecoration of all joinery items

6.2 Decoration

6.20.3 Redecorate all previously painted surfaces throughout the second floor

6.2 Staircase

6.21.3 Redecorate

Town Arch

Investigate damp to immediate entrance to the Town Arch and repair / redecorate

First Floor

6.24 Ceilings

6.24.3 Undertake complete redecoration

6.25 Internal Partition Walls

6.24.3 Undertake localised repair of wall plaster finishes and decoration – internal repair only

6.25.4 Undertake complete redecoration

6.26 Internal Surface of External Walls

6.26.3 Undertake localised repair of wall plaster finishes and decoration – internal repair only (Chamber / Reception and stairwell)

6.25.4 Undertake complete redecoration

6.27 Doors and Joinery Items

6.27.4 Undertake complete redecoration of all previously painted items

6.29 Decoration

6.29.3 Redecorate all previously painted surfaces throughout first floor

6.3 WC Facilities

6.30.1 Investigate and remedy slowly discharging waste arrangement to wash basin.

Appropriate works to internal surface of external all in the disabled WC.

Price to include:

- removal of all waste from site
- furniture removal / replacement from each room when being decorated

NB:

Council staff will still be working on the premises therefore disruption will need to be kept to a minimum.

FORM OF TENDER

The Tender must be submitted no later than 12:00 noon 22nd April 2022

The Tenderer in submitting the Tender hereby undertakes that in the event of his/her Tender being accepted by the Council he/she will provide the services detailed in the attached Tender Documentation and will within 14 days of being called upon to do so execute a Formal Agreement embodying the following documents upon which this Tender Documentation is based:

Invitation to Tender Sections:

Failure by the successful Contractor to execute a Formal Agreement within the time specified will render the Agreement voidable at the option of the Council at any time by notice in writing.

I/We the undersigned hereby offer to provide the services described or referred to in the attached Tender Documentation at the costs specified on the Schedule of Prices, exclusive of value added tax (VAT).

I/We undertake that all elements of this Tender shall from the date of its opening not be withdrawn or modified for and during the period of 180 days in respect of the said requirement.

I/We understand that the Council accepts no liability as to the actual amount of work included within this contract.

I/We confirm that in preparation and submission of this Tender I/We have observed and accepted the above conditions and complied with the Instructions and Conditions contained and referred to in the Tender Documentation.

NAME(Print Name)	
Position/Job title	
Date:	

DECLARATION OF CANVASSING AND NON-COLLUSIVE TENDERING

In recognition of the principle that the essence of selective tendering is that the Authority shall receive bona fide competitive Tenders from all those tendering.

I/WE CERTIFY THAT:

- 1 The Tender submitted herewith is a bona fide Tender, intended to be competitive.
- 2 I/We have not fixed or adjusted the amount of the Tender under or in accordance with any agreement or arrangement with any other person.
- 3 I/We have not done, and undertake that we will not do at any time before the hour specified for the return of the Tender, any of the following acts:
 - (a) communicating with a person other than the person calling for this Tender the amount or approximate amount of the proposed Tender (except where the disclosure, in confidence, of the approximate amount of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender);
 - (b) entering into any agreement with any other person that he/she shall refrain from Tendering or as to the amount of any Tender to be submitted; and
 - (c) offering, paying, giving or agreeing to give any sum of money or valuable consideration directly or indirectly to any person for doing, having done, causing or having caused to be done in relation to any other Tender or proposed Tender any act or thing of the sort described above.

NAME (Print Name)	
Position/job title	
Date:	

In this declaration:

- 1 'person' indicates any person, body, or association corporate or incorporate.
- 2 'any agreement or arrangements' includes any transaction of the sort described above, formal or informal and whether legally binding or not.

CHEPSTOW TOWN COUNCIL

The Gatehouse, High Street, Chepstow, NP16 5LH
clerk@chepstow.co.uk tel. 01291 626370



Privacy Notice for Suppliers

Chepstow Town Council is the Data Controller under the new data protection law and will only use your information for purposes relating to your company supplying goods and services to us.

Information Held

It is necessary for us to collect and hold information about you to meet contract obligations. This information will include:

- Contact name, address, business and mobile telephone numbers, email address and other relevant contact information;
- Bank account and other relevant financial details;
- Details of at least two referees.

Who is processing my data?

All personal and other data held is processed in accordance with data protection law. The Data Controller for the information outlined in this privacy notice is Chepstow Town Council.

How will we use the information we hold about you?

We will collect information about you (where applicable) to:

- Enter into a contract for the supply of goods and services;
- Comply with our legal obligations;
- Ensure that the information we hold about you is kept up to date;

What is the legal basis for us to process your data?

The legal basis for processing the data is:

- Perform a task in the public interest or for our official functions;
- Carrying out of a contract to which you are a party.

Who we will share your information with

We may share your information with partner organisations, including:

- Our Employees, agents and professional advisors;
- With other third party contractors who provide services to us;
- Where we are under a legal obligation to do so, for example where we are required to share information under statute, to prevent fraud and other criminal offences or because of a Court Order for example HMRC or the Police.

We will not normally share your information with organisations other than our partner organisations without your consent. However, there may be certain circumstances where we would share without consent such as where we are required to do so by law, to safeguard public safety, and in risk of harm or emergency situations. Any information which is shared will only be shared on a need to know basis, with appropriate individuals. Only the minimum information for the purpose will be shared.

How Long do we Keep your Records?

We will only keep your information for the minimum period necessary. Your information will be kept for six years. All information will be held securely and destroyed under confidential conditions.

Your rights

You have a number of rights under data protection law, including the right to request your information and to request that the information be amended or erased if incorrect.

To exercise these rights, you will need to put your request in writing and provide proof of identification to the Chepstow Town Council, The Gatehouse, High Street, Chepstow, NP16 5LH.

You also have a right to make a complaint about our handling of your personal data to the Information Commissioner's Office <https://ico.org.uk/>

Providing Accurate Information

It is important that we hold accurate and up to date information about you in order to deliver the appropriate services. If any of your details have changed, or change in the future, please ensure that you inform us as soon as possible so that we can update your records.

Further information

If you have any questions or concerns about how your information is used, please contact Chepstow Town Council, The Gatehouse, High Street, Chepstow, NP16 5LH in the first instance.

More information about data protection and how it applies to you can be found on the Information Commissioner's Office website at <https://ico.org.uk/>