



Invitation to Tender (ITT)

Tender pack for Strategic Definition Consultancy services to build on existing briefing documents most specifically the Demand & Viability Study undertaken by Hayhurst (May 2023) to establish potential financially viable future uses for the Grade II\* Listed Edgcumbe House attached Grade II\* Listed Taprell House & Grade II Guildhall Lostwithiel

Maximum budget £22,000 (excluding VAT)

Closing date and time for submission of tenders  
Midday 18 September 2024

Lostwithiel Town Council  
Taprell House  
North Street  
Lostwithiel  
Cornwall  
PL22 0BL

01208 872323

[clerk@lostwithieltowncouncil.gov.uk](mailto:clerk@lostwithieltowncouncil.gov.uk)

## 1. Lostwithiel

Lostwithiel is a small town in south Cornwall, lying in a valley at the head of the Fowey estuary equidistant from Liskeard, St Austell & Bodmin. The heritage of Lostwithiel has national significance, it is a unique community layered in time. Lostwithiel Town Council has a history of being a former Borough Council and as a consequence has an enviable number of community assets including three Listed Buildings.

## 2. Background and context

The Council will be evaluated to determine the most economically advantageous offer taking into consideration the award criteria. Lostwithiel Town Council with the support of the Community Capacity Fund Project Advisory Committee is inviting RIBA Stage 0 tenders for strategic definition consultancy services to build on existing briefing documents, most specifically the Demand & Viability Study undertaken by Hayhurst (May 2023) to establish potential financially viable future uses for the Grade II\* Listed Edgcumbe House, attached Grade II\* Listed Taprell House & Grade II Listed Guildhall Lostwithiel. The Town Council's overarching vision is that the buildings should remain community assets and that they will be utilised to provide something new and different that reflects Lostwithiel's culture and heritage. The project also seeks to identify the role these buildings might play in rejuvenating the town for the community and improving Lostwithiel's destination status.

Reference documents include:-

### Reference book

The Fairest of Small Cities - <https://www.lostwithiel.org.uk/characterisation.pdf>

### Town Council documents

Lostwithiel Neighbourhood Plan - <https://www.lostwithielplan.org.uk/documentation.php>

May 2019 Strategic Action Plan -

[https://www.lostwithieltowncouncil.gov.uk/data/uploads/2726\\_86338455.pdf](https://www.lostwithieltowncouncil.gov.uk/data/uploads/2726_86338455.pdf)

### Previous external reports

Le Page pre-feasibility report –

[https://www.lostwithieltownteam.org.uk/data/uploads/1318\\_730973721.pdf](https://www.lostwithieltownteam.org.uk/data/uploads/1318_730973721.pdf)

Hayhurst Demand Study & Options Appraisal – (Edgcumbe House & Taprell House only)

[https://www.lostwithieltownteam.org.uk/data/uploads/1319\\_1264191800.pdf](https://www.lostwithieltownteam.org.uk/data/uploads/1319_1264191800.pdf)

## 3. Tender requirements

For the purposes of this project consultant services will be defined as follows: -

*A person or persons engaged for a specific length of time to work to a defined project brief with clear objectives to be delivered, which brings specialist skills and knowledge to the role and where the Town Council has no ready access to skills, experience or capacity to undertake the work.*

The objective of this study is to provide a fully costed financially viable project that the Town Council can progress through the various stages of the RIBA plan of work stages. The final report as a minimum should include:-

- a review of the existing briefing documents,

- developed business case/plan for the options including projects risks
- high level financial operating plan,
- developed consultation with key stakeholders and intensive community engagement,
- evidence of discussions with Cornwall Council's Planning Team to ensure the final proposals are suitable for pre-application submission.
- early discussions with statutory consultees including Cornwall Council (Local Planning Authority) and Historic England,
- Quantity Surveyor's cost plan,
- an appraisal of the capital building investment identifying the key challenges, risks, recommendations and recommended next steps
- it must not displace existing offers within the community and must make provision for the Museum, Library and Town Council offices.
- commission of Heritage Impact Assessment to appraise the Listed and Heritage status of the buildings in relation to the future proposals
- an appraisal of the buildings with recommendations in the context of the brief and the Heritage Impact Assessment

The overall ambition is to see how the uses could form a viable model to run and maintain the buildings into the future. The Town Council is aware that the anatomy of the buildings will limit options and that there will need to be a blend of uses to offer a degree of cross-subsidy, flexibility of use over the longer term and adaptation for the future.

The maximum budget available for this strategic definition stage of the project is £22,000 twenty two thousand pounds excluding VAT. These monies have been made available through Cornwall Council's Community Capacity Fund project. Any future funding bid will require demonstrable community engagement.

3.1 Prospective consultants should ensure that they are completely familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.

3.2 Any queries regarding the interpretation of any part of the Contract documents should be submitted to the Town Clerk within the timeframes outlined in Section 5 of this document.

3.3 The Tender response shall be submitted with the Tender Letter attached at **Appendix B**

3.4 Tenders will be considered only if evidence of the following is enclosed with the tender form: -

- Public Liability Insurance to a value of £5,000,000
- Employer's Liability Insurance to a value of £5,000,000
- Professional Indemnity Insurance to a value of £5,000,000
- Written confirmation that any accident will be reported in writing to the Council within 48 hours of the event

No representation by way of explanation or otherwise to persons or corporations tendering or desirous of tendering as to the meaning of the tender, contract or other tender documents or as to any other matter or thing to be done under the proposed contract shall bind Lostwithiel Town

Council unless such representation is in writing and duly signed by a Director/Partner of the tenderer. All such correspondence shall be returned with the Tender Documents and shall form part of the contract.

3.5 Prospective Contractors should note that the Council is not bound to accept the lowest, or any tender. The Council's decision is final, and no correspondence will be entered into on the reasons why a tender has been rejected.

3.6 If having examined the Tender documents, you wish to submit a tender you should:

a) Fully complete and return the following documents.

**Appendix A Commercial Information**

**Appendix B Tender letter**

**Appendix C Declaration**

Your tender will not receive the consideration of the Council if **Appendices A, B & C** are not completed and returned:

**b) Return tenders and all related documentation as follows: -**

DO NOT OPEN - TENDER FOR LISTED BUILDING CONSULTANCY

Mrs S Harris

Town Clerk

Lostwithiel Town Council

Taprell House, North Street

Lostwithiel, Cornwall

PL22 0BL

- a) **Please note that posted Tenders must be returned in a plain sealed envelope by midday on Wednesday 18 September 2024. Please use a postal service that offers next day delivery as a minimum and please retain your proof of postage.**
- b) Should you choose not to post your tender please be advised that it will not be possible to hand deliver it to a member of staff. The tender will need to be left in the black post box outside the Taprell courtyard black metal gates.
- c) Tenders submitted electronically by email to [clerk@lostwithieltowncouncil.gov.uk](mailto:clerk@lostwithieltowncouncil.gov.uk) must be received (not sent) by midday on Wednesday 18 September 2024.
- d) Tenders received late will not be considered
- e) All bidders will be notified simultaneously and as soon as possible of any contracting decision.

3.7 Tendering of the contract is the responsibility of Lostwithiel Town Council and your only point of contact is the Town Clerk on 01208 872323 or via email [clerk@lostwithieltowncouncil.gov.uk](mailto:clerk@lostwithieltowncouncil.gov.uk)

3.8 Prospective contractors are not permitted to contact Lostwithiel Town Councillors, Community Capacity Fund Committee Members or Lostwithiel Town Council office staff to canvass or encourage support for their tender outside of the prescribed process.

#### **4. Conflicts of Interest**

Tenderers must provide a clear statement with regard to potential conflicts of interests.

Therefore, **please confirm within your tender submission** whether, to the best of your

knowledge, there is any conflict of interest between your organisation and Lostwithiel Town Council or its programme team that is likely to influence the outcome of this procurement either directly or indirectly through financial, economic or other personal interest which might be perceived to compromise the impartiality and independence of any party in the context of this procurement procedure.

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

## 5. Tender and commission timetable

The timetable for submission of the Tender, completion of the programme is set out below:

Milestone	Date
Date ITT available on Contracts Finder	08/08/2024
Last date for raising queries	09/09/2024
Last date for clarifications to queries	11/09/2024
Deadline to return ITT	<b><u>18/09/24 midday</u></b>
Evaluation of ITT	01/10/2024
Award of Contract	02/10/2024
Completion of works	20/11/2024

## 6. Tender Assessment

### Experience and Quality

The scoring as specified below is designed to assist the Town Council in determining the most appropriate contractor to instruct but the scoring result will not be binding on the Town Council.

The Town Council will wish to ensure that the work is carried out in a suitable manner both in terms of carrying out the work on the ground and interaction and communication between the consultants and the Town Council.

This section will be assessed in terms of how completely the requirements in the specification and performance standards have been addressed.

### Tender Evaluation Methodology

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

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

Appendix A – Commercial Information	75
Part A Pass/Fail	Pass/Fail
Remainder of Appendix A	Pass/Fail
Please provide information of your organisation’s technical capacity and expertise and experience over the past five years of carrying out similar services. Please identify how you intend to meet the tender objectives and advise your ideas for community consultation	
Organisation’s technical capacity, expertise & experience	15
Demonstration of understanding of the objectives	15
Interpretation of the tender pack	15
Proposals for community consultation	15
Demonstration of experience working with Listed Buildings	15
Appendix B – Tender letter	25
A <b>fixed fee</b> for this work (exc VAT) including travel and other expenses	25
The lowest bid will be awarded the full 60 marks. Other bids will be awarded a mark that is proportionate to the level of their bid in comparison to the lowest bid i.e. Marks awarded = 60 x lowest bid / bid	
Appendix C - Declaration	Pass/Fail
Signature present	Pass/Fail

**Assessment of the Tender**

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

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

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

Lostwithiel Town Council is not bound to accept the lowest price or any tender. Lostwithiel Town Council will not reimburse any expense incurred in preparing tender responses. Any contract award will be conditional on the Contract being approved in accordance with Lostwithiel Town Council's internal

procedures and Lostwithiel Town Council being able to proceed.

## **7. Tender Award**

Any contract awarded as a result of this tender process will be in accordance with RIBA Concise Professional Services Contract 2020 Architectural Services.

## **8. Disclaimer**

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

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

Lostwithiel Town Council reserves the right to vary or change all or any part of the basis of the procedures for the procurement process at any time or not to proceed with the proposed procurement at all.

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

Whilst the information contained within this tender documentation is believed to be correct at the time of issue, tenderers should not rely on the information and should carry out their own due diligence checks and verify the accuracy of the information. The Council will not accept any liability for its accuracy, adequacy or completeness. This exclusion extends to liability in relation to all information including any statement, opinion or conclusion contained in, or any omission from this tender and in respect of any other written or verbal communication transmitted or made available to any tenderer

## **9. Freedom of Information**

Under the Freedom of Information Act 2000, members of the public or any interested party may make a request for information to the Council.

Information contained in your tender documents will be treated as commercially sensitive and not subject to disclosure until a successful tender has been awarded.

After the tender has been awarded the information in your tender may be disclosed upon request to members of the public or interested parties.



## **10. General Data Protection Regulations**

A copy of the Town Council's General Data Protection Regulations -General Privacy Notice is available on the Town Council's website

[http://www.lostwithieltowncouncil.gov.uk/data/uploads/1078\\_1242440435.pdf](http://www.lostwithieltowncouncil.gov.uk/data/uploads/1078_1242440435.pdf)

Please see Section 3 (pages 2-4) your tender will not be considered by Council if this Appendix is not completed and returned.

Appendix A

**COMMERCIAL INFORMATION**

**Part A**

**A.1. Company/Organisation identity (Pass/Fail)**

A.1.1 Company name of organisation submitting the tender:

.....

A.1.2 Company Registration Number and/or VAT Reg Number (*where applicable*)

.....

A.1.3 Contact name and position in organisation:

Name: .....

Position: .....

A.1.4 Company address:

.....

.....

.....

A.1.5 Contact telephone number(s) and email address:

Tel: .....

Email: .....

A.1.6 Company website address:

Website: .....

A.1.7 Company Registered Address if different from above:

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**A.2 Insurance (Pass/Fail)**

**A.2.1** Please provide a copy of your organization’s insurance certificates and provide the required information regarding your company/organization’s insurance cover:

<b>Public Liability Insurance Min £5,000,000</b>	
Insurer	
Policy Numbers	
Expiry Date	
Limits of indemnity (per occurrence and aggregate)	
Excess (if any)	
<b>Employers Liability Insurance £5,000,000</b>	
Insurer	
Policy Numbers	
Expiry Date	
Limits of indemnity (per occurrence and aggregate)	
Excess (if any)	
<b>Professional Indemnity Insurance Min £5,000,000</b>	
Insurer	
Policy Numbers	
Expiry Date	
Limits of indemnity (per occurrence and aggregate)	
Excess (if any)	

### **A.3 Health & and Safety (Pass/Fail)**

- A.3.1 Please supply the name and designation of the person responsible for the implementation of the organisation's Health and Safety Policy.
- A.3.2 If you employ 5 or more employees, please enclose a copy of your current Health and Safety policy.
- A.3.3 If you employ less than 5 employees, please tell us how you ensure that your Health and Safety measures are put into place and practiced within your organisation (please provide details on additional page(s) as required).
- A.3.4 Written confirmation on how the contract will comply with all current existing Health & Safety Regulations, in particular, but not limited to, the following: -
- a) The Health & Safety at Work Act 1974
  - b) The Management of Health & Safety at Work 1999
  - c) Provision & Use of Work Equipment Regulations 1998

**Part B**

**TECHNICAL CAPABILITY**

**B.1 Previous Experience. Assessed as per Section 6**

B.1.1 Please provide information of your organisation's technical capacity and expertise and experience over the past five years of carrying out similar services. Please identify how you intend to meet the tender objectives and advise your ideas for community consultation.

**Part C References – please provide 2 references which will be taken up after the tender has been evaluated but prior to the contract being awarded subject to the receipt of satisfactory references**

**References**

Please provide reference details of two companies for which you have delivered similar contracts (within the last 3 years).

Company name		
Address		
Contact name		
Telephone number		
Email Address		
Description of goods/works/services undertaken		
Date contract awarded		
Length of contract		
Type of contract		
Value of contract (£)		
Details of relevant qualifications, skills, memberships of professional bodies, etc,		

used in support of delivery of the contract		
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**Part D**

**TECHNICAL PROPOSAL (Pass/Fail)**

**D.1 Service Requirements**

D.1.1 Please detail below the format in which your organisation can receive service requests from the Town Council:

**D.2 Quality of work and Supplier Conduct**

D.2.1 Please detail the checks that your organisation will make to ensure that the services will be carried out by a suitably trained and competent team / member of staff:



**TENDER LETTER****Assessed as per Section 6**

The following letter should be included in your tender offer.

**LOSTWITHIEL TOWN COUNCIL**

(FOR THE ATTENTION OF: Mrs S Harris, Town Clerk)

**Date:**

Dear Sirs,

**Contract for: Lostwithiel Town Council Listed Building repairs**

Please find below my / our tender pricing for the above contract.

Tender for consultancy services for Lostwithiel's Heritage Buildings Project £\_\_\_\_\_.

I / We have read the information provided in your Invitation to Tender and subject to and upon the Terms and Condition contained in paragraph 3 below - Contract Documents, I / we offer to supply the services described in the said Contract documents in such manner as may be required.

1. By submission of this Tender, I / We warrant that:

- The fixed prices in the Tender have been arrived at independently, without consultation, communication, agreement or understanding for the purpose of restricting competition, as to any matter relating to such prices, with any other Tenderer or with any competitor.
- Unless otherwise required by law, the prices which have been quoted in the Tender have not knowingly been disclosed by the Tenderer, directly or indirectly, to any other Tenderer or competitor, nor will they be disclosed.
- No attempt has been made or will be made by the Tenderer to induce any other person or firm to submit or not to submit a Tender for the purpose of restricting competition.
- No attempt has been made directly or indirectly to canvass any Lostwithiel Town Councillor, any member of the Lostwithiel Town Council Community Capacity Fund Committee or employee of Lostwithiel Town Council or anyone acting on the Council's behalf concerning the award of the contract which is the subject of this invitation to tender.

2. The fixed prices quoted in this Tender are valid for 30 days and I / we confirm that the Terms of Tender will remain binding upon me / us and may be accepted by you at any time before that date.

3. I / We understand that Lostwithiel Town Council is not bound to accept the lowest or any Tender and that the Council will not be responsible for any expense incurred in preparing this Tender.

4. I / We agree that any Contract that may result from this Tender shall be subject to English Law. I / We agree to bear all costs incurred by me / us in connection with the preparation and submission of this Tender and to bear any further costs incurred by me / us prior to the award of any Contract.

5. I / We agree that any other terms or conditions of Contract or any general reservation which may be printed on any correspondence emanating from me / us in connection with this Tender or with any other Contract resulting from this Tender, shall not be applicable to this Tender or to the Contract.

6. I/We agree there is no conflict of interest/ there is a conflict of interest explained in accordance with Section 4. (Please delete as appropriate)

By signing and submitting this tender form you agree that you fully understand the commitments and requirements contained therein and, if successful are willing to be bound to the contract as expressed therein.

Dated this ..... day of ..... 20.....

Signature:.....

Name: .....

In the capacity of .....

*(Please state official position, for example, Director, Manager, Secretary, etc.)*

being a person duly authorised to sign tenders on behalf of

Tenderer's Name:

.....

Contacts: Landline: .....

Mobile: .....

Email: .....

**DECLARATION**

I / we certify that the information supplied is accurate to the best of my knowledge and belief.

I / we understand that Lostwithiel Town Council may contact anyone to verify this information, and that false or misleading information could result in my/our exclusion from the tender list.

I / we also understand that it is a criminal offence, punishable by imprisonment to give or offer to give any gift or consideration whatsoever as an inducement or reward to any servant or member of a public body. In addition, your specific attention will be drawn to the clause in the proposed contract empowering the Council to cancel the contract and to recover any loss from the contractor if the contractor has offered any gift or inducement of any kind in relation to obtaining the contract.

In addition, no person acting on behalf of or representing the persons or firm submitting this tender has:

- a) Committed an offence under the Prevention of Corruption Acts 1889 to 1916 (or any amendments to them) or Section 117(2) of the Local Government Act 1972 or the Bribery Act 2010 or given, solicited or accepted any fee or reward or any form of money.
- b) Committed any fraud in connection with this or any other Council contract whether alone or in conjunction with Council members, contractors or employees.

I/We understand that the Council may cancel the contract we me/the firm if there is any evidence of any failure on my/the firm’s part to comply with any of the above and if necessary, take legal action against me.

Signed: .....

Position held: .....

For and on behalf of: .....

Date: .....

**Before returning this application form, please ensure that you have:**

- **Answered all questions.**
- **Enclosed all relevant documents.**
- **Completed the above declaration.**