

COMMERCIAL INFORMATION

GB-Shrewsbury: DMNV 006 - Building a new Café and Information Centre at the Mere at Ellesmere Country Park

Competitive Contract Notice

1. Title: GB-Shrewsbury: DMNV 006 - Building a new Café and Information Centre at the Mere at Ellesmere Country Park

2. Awarding Authority:

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Tel. +44 1743252993, Fax. +44 1743253910, Email: procurement@shropshire.gov.uk, URL:

www.shropshire.gov.uk

Contact: Procurement, Attn: Procurement

3. Contract Type: Works

Sub Type: Realisation, by whatever means of work, corresponding to the requirements specified by the contracting authorities

4. Description: Construction work for buildings relating to leisure, sports, culture, lodging and restaurants. Shropshire Council have an aspiration to make the Mere at Ellesmere one of the key visitor destinations in Northern Shropshire. Our aim is to develop and promote The Mere at Ellesmere Country Park as 'The' Outdoor Recreation Centre of Shropshire's Lake District, by creating more outdoor recreational opportunities for visitors; delivering an all year-round family visitor/tourist destination at the Mere; increasing usage out of the main spring and summer seasons.

The objective of this project is to design a café/space. The café will be a wooden structure and should be inspired with children in mind as the main end user and a place where adults can enjoy and engage in children's play and development. We would welcome theme-based designs that have children's adventure and the spirit of Mere at heart. The location of the new café will be set alongside an existing adventure play area and visitor toilets which will both be improved as part of this overall project.

The contract used for this project will be the JCT Design and Build 2016 Form of Contract and will be based on the Single Stage route. The project has a maximum budget of £450,000. We are seeking tenders that will deliver an innovative and amazing design, as well as value for money. The project is scheduled to run from November 2019 to March 2020 and needs to be ready to open for the busy Easter period.

The final date for Tender submissions is 12 noon Thursday 7th February 2019. The delay between receiving tenders and awarding contract is to allow the completion of the match funding application process which requires the inclusion of the tender submission and planning approval.

5. CPV Codes:

45212000 - Construction work for buildings relating to leisure, sports, culture, lodging and restaurants.

6. NUTS Codes :

UKG22 - Shropshire CC

7. Main Site or Location of Works, Main Place of Delivery or Main Place of Performance: Shropshire CC,

8. Reference Attributed by the Awarding Authority: DMNV 006

9. Estimated Value of Requirement: Category H: 100K to 500K

Currency: GBP

10. Deadline for Expression of Interest: 07/02/2019 12:00:00

11. Address to which they must be sent:

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Tel. +44 1743252993, Fax. +44 1743253910, Email: procurement@shropshire.gov.uk, URL:

www.shropshire.gov.uk

Contact: Procurement, Attn: Procurement

12. Other Information:

Other Information: The contracting authority considers that this contract may be suitable for economic operators that are small or medium enterprises (SMEs). However, any selection of tenderers will be based solely on the criteria set out for the procurement.

For more information about this opportunity, please visit the Delta eSourcing portal at:

<https://www.delta-esourcing.com/tenders/UK-GB-Shrewsbury:-DMNV-006---Building-a-new-Caf%C3%A9-and-Information-Centre-at-the-Mere-at-Ellesmere-Country-Park/S239SW7DP3>

To respond to this opportunity, please click here:

<https://www.delta-esourcing.com/respond/S239SW7DP3>

TKR-20181221-PRO-13770169

Suitable for VCO: Yes

Procedure Type:OPEN

Period of Work Start date: 01/11/2019

Period of Work End date: 31/03/2020

Is this a Framework Agreement?: no



Tel: (01743) 252993

Please ask for: [REDACTED]

21st December 2018

Email: procurement@shropshire.gov.uk

Dear Bidder

DMNV 006 - BUILDING A NEW CAFÉ AND INFORMATION CENTRE AT THE MERE AT ELLESMERE COUNTRY PARK

You have been invited to tender for the above requirement. With this letter please find copies of the following documents:

- Instructions for Tendering
- Pre-Assessment Questions
- Tender Response Document
- Design and Build Brief

Tenders should be made on the enclosed Tender Response Document. Your Tender must be completed, signed and returned together with a signed copy of the 'Instructions for Tendering' through our Delta Tenderbox.

Please pay particular attention to the points below concerning the returning of tenders.

Returning of Tenders

- The deadline for returning tenders is **noon on, Thursday 7th February 2019** any tenders received after this time will not be accepted
- Tenders are to be submitted through Delta, our electronic tender portal
 - Please ensure that you allow yourself at least two hours when responding prior to the closing date and time, especially if you have been asked to upload documents. If you are uploading multiple documents you will have to individually load one document at a time or you can opt to zip all documents in an application like WinZip. Failure to submit by the time and date or by the method requested will not be accepted.
 - Once you upload documentation ensure you follow through to stage three and click the 'response submit' button. Failure to do so, will mean the documents won't be viewable by the Council.

Tenders **cannot** be accepted if:

- Tenders are received by post, facsimile or email
- Tenders are received after **12 noon on the given deadline**

Freedom of Information

Under the provisions of the Freedom of Information Act 2000 from 1 January 2005, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. Information about your organisation, which Shropshire Council may receive from you may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

Therefore if you provide any information to Shropshire Council in the expectation that it will be held in confidence, you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as "commercial in confidence" will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

Other Details

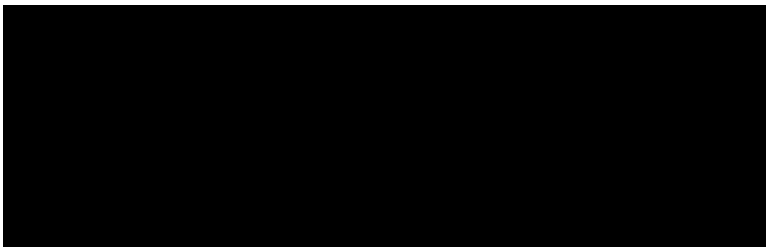
Please note that if supplementary questions are raised by any tenderer prior to the closing of tenders and Shropshire Council decides that the answers help to explain or clarify the information given in the Tender Documents, then both the questions and the answers will be circulated to all enterprises invited to submit a tender. Please raise all clarification questions before the deadline of **31st January 2019**.

Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement

Please also note that Shropshire Council is committed to achieving Social Value outcomes through maximising the social, economic and/or environmental impact of all its procurement activity. Specific requirements for this contract are set out within the Tender Response Document and in addition for your further information the council's Social Value Framework guidance can be found at www.shropshire.gov.uk/doing-business-with-shropshire-council.

If you have any queries relating to this invitation to tender, please contact me on telephone number 01743 252993.

Yours faithfully



Finance Governance & Assurance
Shropshire Council



INSTRUCTIONS FOR TENDERING

**DMNV 006 - BUILDING A NEW
CAFÉ AND INFORMATION
CENTRE AT THE MERE AT
ELLESMERE COUNTRY PARK**

Shropshire Council Instructions for tendering

Contract Description

Shropshire Council have an aspiration to make the Mere at Ellesmere one of the key visitor destinations in Northern Shropshire. Our aim is to develop and promote The Mere at Ellesmere Country Park as 'The' Outdoor Recreation Centre of Shropshire's Lake District, by creating more outdoor recreational opportunities for visitors; delivering an all year-round family visitor/tourist destination at the Mere; increasing usage out of the main spring and summer seasons.

The objective of this project is to design a café/space. The café will be a wooden structure and should be inspired with children in mind as the main end user and a place where adults can enjoy and engage in children's play and development. We would welcome theme-based designs that have children's adventure and the spirit of Mere at heart. The location of the new café will be set alongside an existing adventure play area and visitor toilets which will both be improved as part of this overall project.

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The final date for Tender submissions is 12 noon Thursday 7th February 2019. The delay between receiving tenders and awarding contract is to allow the completion of the match funding application process which requires the inclusion of the tender submission and planning approval.

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1.0	<u>Invitation to Tender</u>
1.1	You are invited to tender for building a new Café and Information Centre at the Mere at Ellesmere Country Park as detailed in the Tender Response Document. The project is scheduled to run from November 2019 to March 2020.
1.2	Tenders are to be submitted in accordance with the JCT Design and Build 2016 Form of Contract and will be based on the Single Stage route and the instructions outlined within this document.
1.3	Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
1.4	The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an “in confidence” basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
1.5	Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
1.6	The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer’s financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
1.7	The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.
1.8	Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council’s involvement.
2.0	<u>Terms and Conditions</u>
2.1	Every Tender received by the Council shall be deemed to have been made subject to the Terms and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.

2.2	The Tenderer is advised that in the event of their Tender being accepted by the Council, they will be required to undertake the required services.
3.0	<u>Preparation of Tenders</u>
3.1	Completing the Tender Response Document
3.1.1	Tenders should be submitted using the 'Tender Response Document' following the instructions given at the front of the document. The Tenderer's attention is specifically drawn to the date and time for receipt of Tenders and that no submission received after the closing time will be considered.
3.1.2	All documents requiring a signature must be signed;
	a) Where the Tenderer is an individual, by that individual;
	b) Where the Tenderer is a partnership, by two duly authorised partners;
	c) Where the Tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
3.1.3	The Invitation to Tender Documents are and shall remain the property and copyright of the Council
3.2	Tender Preparation and Costs
3.2.1	It shall be the responsibility of Tenderers to obtain for themselves at their own expense all information necessary for the preparation of their Tender. No claim arising out of want of knowledge will be accepted. Any information supplied by the Council (whether in the Tender Documentation or otherwise) is supplied only for general guidance in the preparation of tenders.
3.2.2	Any Tenderer considering making the decision to enter into a contractual relationship with the Council must make an independent assessment of the Tender opportunity after making such investigation and taking such professional advice as it deems necessary.
3.2.3	Tenderers will be deemed for all purposes connected with their Tender submission where appropriate to have visited and inspected the Council, its assets, all the locations in respect of the delivery of the services/supplies/works and to have satisfied themselves sufficiently as to the nature, extent and character of the services supplies/works sought, and the human resources, materials, software, equipment, machinery, and other liabilities and other matters which will be required to perform the contract.
3.2.4	The Council will not be liable for any costs incurred by Tenderers in the preparation or presentation of their tenders.
3.2.5	Tenderers are required to complete all pricing schedules in the Invitation to tender documents. The terms "Nil" and "included" are not to be used but a zero or figures must be inserted against each item. Unit rates and prices must be quoted in

	pounds sterling and whole new pence.
3.2.6	It shall be the Tenderer's responsibility to ensure that all calculations and prices in the Tender documentation are correct at the time of submission.
3.2.7	The Tenderer is deemed to have made him/herself acquainted with the Council's requirements and tender accordingly. Should the Tenderer be in any doubt regarding the true meaning and intent of any element of the specification he is invited to have these fully resolved before submitting his Tender. No extras will be allowed for any loss or expense involved through any misunderstanding arising from his/her failure to comply with this requirement.
3.2.8	Any Tender error or discrepancy identified by the Council may be drawn to the attention of the Tenderer who will be given the opportunity to correct, confirm or withdraw the Tender.
3.2.9	The Tender Documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Tender document other than on an In Confidence basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Tender.
3.3	Parent Company Guarantee
	It is a condition of contract that if the tendering company is a subsidiary then its Ultimate Group/Holding Company must guarantee the performance of this contract and provide a letter to that effect signed by a duly authorised signatory of the Ultimate Group/Holding Company if requested to do so by the Council. Where the direct parent company cannot provide an adequate guarantee in the opinion of the Council, the Council will look to another group or associate company, with adequate assets, to be the guarantor. In cases where the contract is with a Joint Venture Company (JVC) or a Special Purpose Vehicle (SPV) company, which may have two or more parent companies and which may not be adequately capitalised or have sufficient financial strength on its own to support the risk and obligations it has under the contract, 'joint and several' guarantees / indemnities from the parent companies of the JVC or SPV may be sought.
3.4	Warranty
	The Tenderer warrants that all the information given in their Tender and if applicable their Request to Participate Questionnaire is true and accurate. The information provided will be deemed to form part of any contract formed under this contract. The Tenderer warrants that none of their current Directors have been involved in liquidation or receivership or have any criminal convictions
4.0	<u>Tender Submission</u>
4.1	Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender. Tenders must be submitted by the deadline of noon, 7th February 2019.

4.2	No unauthorised alteration or addition should be made to the Specification and Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.
4.3	Qualified tenders may be submitted, but the Council reserves the right not to accept any such tender. The Council's decision on whether or not a Tender is acceptable will be final.
4.4	Tenderers should note that their Tender must remain open and valid and capable of acceptance for a period of at least 90 days.
4.5	Tenderers should note that Tenders and supporting documents must be written in English and that any subsequent contract, which may or may not be entered into, its formation, interpretation and performance, shall be subject to and in accordance with the laws of England and subject to the jurisdiction of the Courts of England and Wales.
4.6	Where Tender submissions are incomplete the Council reserves the right not to accept them.
5.0	<u>Tender Evaluation</u>
5.1	The Tenderers may be called for interview to seek clarification of their tender or additional or supplemental information in relation to their tender. The presentations will not carry any weighting to the final score achieved by Tenderers, but will be used to clarify and moderate issues raised in the Tenderer's submissions. Any areas of discrepancy between submissions and information gained from the presentations will be reviewed and scores previously awarded will be amended if necessary.
5.2	If the Council suspects that there has been an error in the pricing of a Tender, the Council reserves the right to seek such clarification, as it considers necessary from the Tenderer in question.
6.0	<u>Clarifications</u>
6.1	Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.
6.2	If you are unsure of any section and require further clarification, please contact via our Delta Tenderbox.
6.3	Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.
6.4	All queries should be raised as soon as possible (in writing), in any event not later than 31 st January 2019.
6.5	All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests

	and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.
6.6	Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.

7.0	Continuation of the Procurement Process	
7.1	The Council shall not be committed to any course of action as a result of:	
	i)	issuing this Invitation to Tender;
	ii)	communicating with a Tenderer, a Tenderer's representative or agent in respect of this procurement exercise;
	iii)	any other communication between the Council (whether directly or through its agents or representatives) and any other party.
7.2	The Council reserves the right at its absolute discretion to amend, add to or withdraw all, or any part of this Invitation to Tender at any time during the tendering stage of this procurement exercise.	
7.3	At any time before the deadline for receipt of tender returns the Council may modify the Invitation to Tender by amendment. Any such amendment shall be numbered and dated and issued by the Council to all participating tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing its Tender return, the Council may in its sole discretion, extend the deadline for submission of the tender returns. The Council reserves the right to amend, withdraw, terminate or suspend all or any part of this procurement process at any time at its sole discretion.	
8.0	<u>Confidentiality</u>	
8.1	All information supplied by the Council in connection with or in these Tender Documents shall be regarded as confidential to the Council unless the information is already within the public domain or subject to the provisions of the Freedom of Information Act 2000.	
8.2	The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.	
8.3	Tenderers shall ensure that each and every sub-contractor, consortium member and/or professional advisor to whom it discloses these papers complies with the terms and conditions of this ITT.	
8.4	The contents of this Invitation to Tender are being made available by the Council on condition that:	

8.4.1	Tenderers shall at all times treat the contents of the Invitation to tender and any related documents as confidential, save in so far as they are already in the public domain and Tenderers shall not, subject to the provisions relating to professional advisors, sub-contractors or other persons detailed below, disclose, copy, reproduce, distribute or pass any of the contents of the Invitation to tender to any other person at any time or allow any of these things to happen;
8.4.2	Tenderers shall not use any of the information contained in this Invitation to tender for any purpose other than for the purposes of submitting (or deciding whether to submit) the tender; and
8.4.3	Tenderers shall not undertake any publicity activity within any section of the media.
8.5	Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:
8.5.1	this is done for the sole purpose of enabling an Invitation to tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person were the Tenderer; or
8.5.2	the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or
8.5.3	the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or
8.5.4	the Tenderer is legally required to make such a disclosure.
8.6	The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.
8.7	Transparency of Expenditure
	Further to its obligations regarding transparency of expenditure, the Council may be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.
9.0	<u>Freedom of Information</u>
9.1	Please note that from 1 January 2005 under the provisions of the Freedom of Information Act 2000, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. One of the consequences of those new statutory responsibilities is that information about your organisation, which Shropshire Council may receive from you during this tendering process may be subject to disclosure, in response

	to a request, unless one of the various statutory exemptions applies.
9.2	In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the Act, Shropshire Council may consider it appropriate to ask you for your views as to the release of any information before we make a decision as to how to respond to a request. In dealing with requests for information under the Act, Shropshire Council has to comply with a strict timetable and it would therefore expect a timely response to any such consultation within five working days.
9.3	If, at any stage of this tendering process, you provide any information to Shropshire Council in the expectation that it will be held in confidence, then you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.
9.4	Shropshire Council will not be able to accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.
9.5	In certain circumstances where information has not been provided in confidence, Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to Shropshire Council. For guidance on this issue see: http://www.ico.gov.uk
10.0	<u>Disqualification</u>
10.1	The Council reserves the right to reject or disqualify a Tenderer’s Tender submission where:
10.1.1	The tenderer fails to comply fully with the requirements of this Invitation to tender or is in breach of clause 15 of the Council’s General Terms and Conditions relating to Bribery and Corruption or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or
10.1.2	The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.
10.1.3	The tenderer directly or indirectly canvasses any member, official or agent of the Council concerning the award of the contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other Tender or proposed Tender for the services. The Canvassing Certificate must be completed and returned as instructed.
10.1.4	The Tenderer :
	a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or

	b)	Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or
	c)	Enters into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or
	d)	Offers or agrees to pay or give or does pay or gives any sum of money, inducement 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 Tender or proposed Tender for the services any act or omission.
10.2		Any disqualification will be without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract. The Non-Collusive Tendering Certificate must be completed and returned as instructed.
10.3		The Council reserves the right to disqualify an Applicant from further participating in this procurement process where there is a change in the control or financial stability of the Tenderer at any point in the process up to award of a contract and such change of control or financial stability has a materially adverse effect on the Tenderer's financial viability or ability to otherwise meet the requirements of the procurement process.
11.0		<u>E-Procurement</u>
		As part of its procurement strategy Shropshire Council is committed to the use of technology that can improve the efficiency of procurement. Successful Tenderers may be required to send or receive documents electronically. This may include purchase orders, acknowledgements, invoices, payment advices, or other procurement documentation. These will normally be in the Council's standard formats, but may be varied under some circumstances so as not to disadvantage small and medium suppliers.
12.0		<u>Award of Contract</u>
12.1		<u>Award Criteria</u>
		The Award Criteria has been set out within the Tender Response Document accompanying this invitation to tender. The Council is not bound to accept the lowest or any Tender.
12.2		<u>Award Notice</u>
		The Council will publish the name and addresses of the successful Tenderers in the Official Journal of the European Union (OJEU) where appropriate. The Contracting Authority reserves the right to pass all information regarding the outcome of the Tendering process to the Office of Fair Trading to assist in the

	discharge of its duties. Additionally, the Council will adhere to the requirements of the Freedom of Information Act 2000 and Tenderers should note this statutory obligation.
12.3	Transparency of Expenditure
	Further to it's obligations regarding transparency of expenditure, the Council may also be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.
13.0	<u>Value of Contract</u>
	Shropshire Council cannot give any guarantee in relation to the value of this contract
14.0	<u>Acceptance</u>
14.1	Tenders must be submitted strictly in accordance with the terms of the Council's Invitation to Tender documentation and acceptance of the tender shall be conditional on compliance with this Tender Condition.
14.2	The Tender documentation including, the General and Specific Terms and Conditions of Contract, the Tender Response document, these Instructions to Tender, together with the formal written acceptance by the Council will form a binding agreement between the Contractor and the Council.
14.3	The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract being 1 st January 2019.
15.0	<u>Payment Terms</u>
	Tenderers should particularly note that the principles governing public procurement require that, as far as is reasonably possible, payments for Goods, Works or Services are made after the provision. Therefore any indication of a pricing strategy within a Tender which provides for substantial payments at the outset of the Contract will be examined carefully to decide whether or not a Tender in such form can be accepted. If in the opinion of the Council such substantial payments appear excessive in relation to the requirements of the Contract the Council reserves, without prejudice to any other right to reject any Tender it may have, the right to require the Tenderer to spread such proportion of the costs as are considered excessive over the duration of the Contract.
16.0	<u>Liability of Council</u>
16.1	The Council does not bind himself to accept the lowest or any tender.
16.2	The Council does not accept any responsibility for any pre-tender representations made by or on its behalf or for any other assumptions that Tenderers may have

	drawn or will draw from any pre-tender discussions.
16.3	The Council shall not be liable to pay for any preparatory work or other work undertaken by the Tenderer for the purposes of, in connection with or incidental to this Invitation to Tender, or submission of its Tender response or any other communication between the Council and any other party as a consequence of the issue of this Invitation to Tender.
16.4	The Council shall not be liable for any costs or expenses incurred by any Tenderer in connection with the preparation of a Tender return for this procurement exercise, its participation in this procurement whether this procurement is completed, abandoned or suspended.
16.5	Whilst the Tender Documents have been prepared in good faith, they do not purport to be comprehensive nor to have been formally verified. Neither the Council nor any of its staff, agents, elected Members, or advisers accepts any liability or responsibility for the adequacy, accuracy or completeness of any information given, nor do they make any representation or given any warranty, express or implied, with respect to the Tender Documents or any matter on which either of these is based (including, without limitation, any financial details contained within the Specification and Contract Documentation). Any liability is hereby expressly disclaimed save in the event of fraud, or in the event of specific warranties provided within the Contract Documentation.
17.0	The Contractor agrees that where requested in writing during the term of any Agreement for the supply Goods Works or Services it will ensure that an appropriately authorised representative of the Contractor shall attend a Committee meeting of the Council upon being invited to do so by the Council
18.0	<u>Declaration</u>
	We, as acknowledged by the signature of our authorised representative, accept these Instructions to Tender as creating a contract between ourselves and the Council. We hereby acknowledge that any departure from the Instructions to Tender may cause financial loss to the Council.

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date



PROJECT REFERENCE DMNV 006

DISCOVER THE JEWEL OF SHROPSHIRE'S LAKE DISTRICT

**TENDER FOR BUILDING A NEW CAFÉ & INFORMATION CENTRE
AT THE MERE AT ELLESMERE COUNTRY PARK**

Pre Assessment Criteria

Name of TENDERING
ORGANISATION
(please insert)

Instructions for the completion of this document

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section/question and require further clarification, please contact us via our Delta Tenderbox. You are recommended to keep a copy of all tender documents and supporting documents for your own records.
2. Where additional details are requested **a copy must** accompany the electronic copy of your Tender Response Document.

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

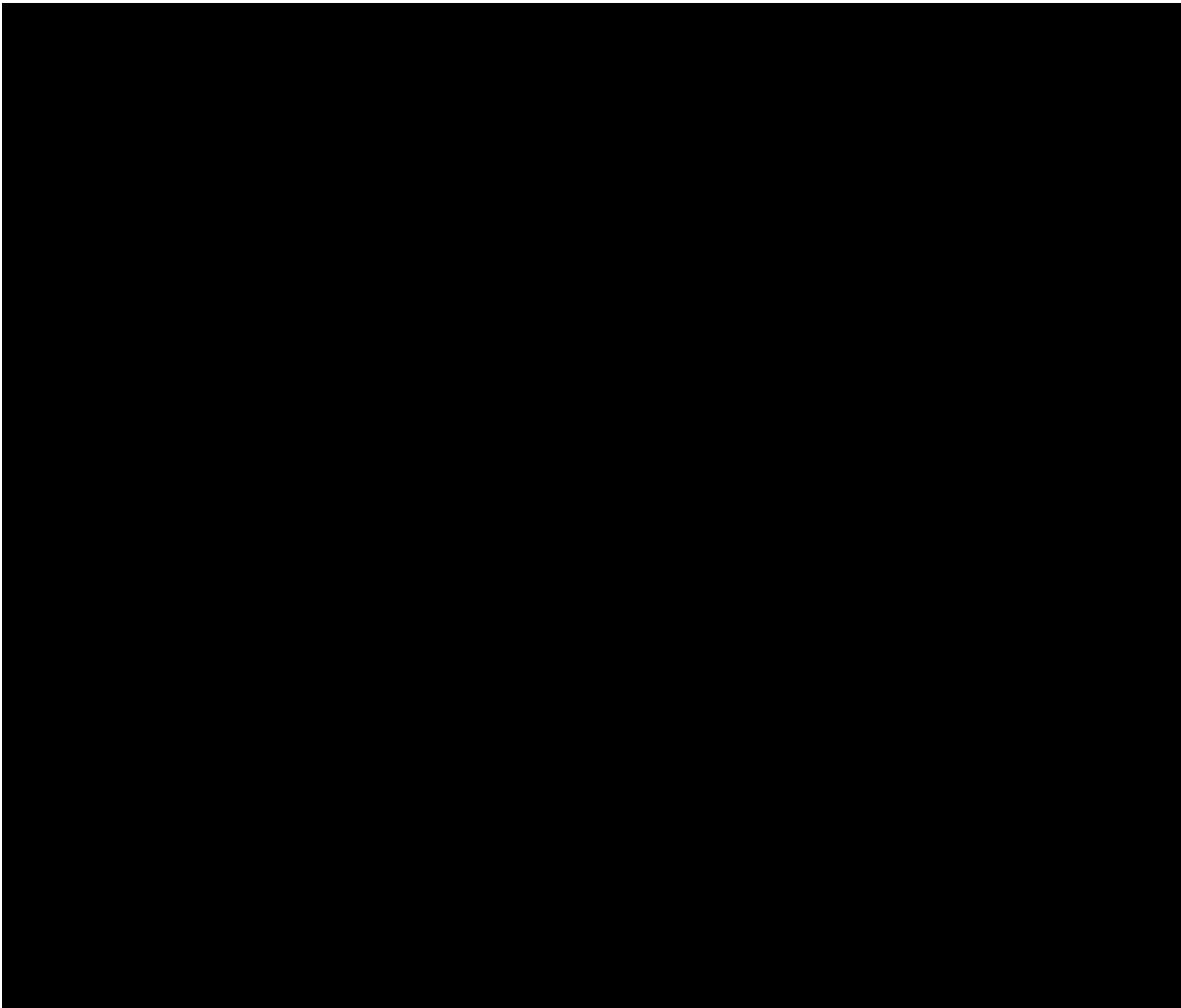
Section A:
1. Form of Tender

Form of Tender

Shropshire Council

Tender for Building a new Café and Information Centre at the Mere at Ellesmere Country Park

We confirm that this, our tender, represents an offer to Shropshire Council that if accepted in whole, or in part, will create a binding contract for building a new Café and Information Centre at the Mere at Ellesmere Country Park the at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the Terms and Conditions, copies of which we have received.



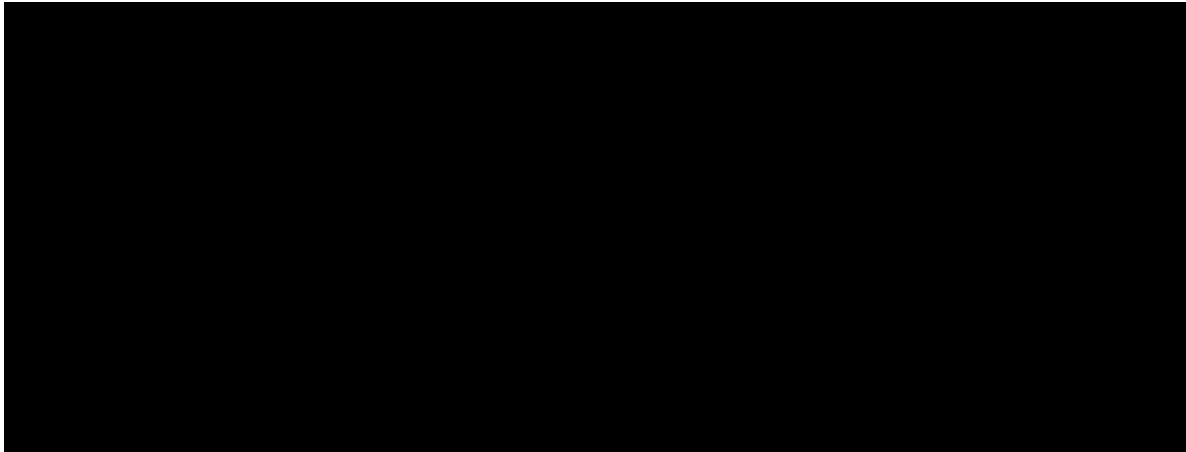
Section A:
2. Non – Canvassing Certificate

Non-Canvassing Certificate

To: Shropshire Council (hereinafter called “the Council”)

I/We hereby certify that I/We have not canvassed or solicited any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/We will not in the future canvass or solicit any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf will do any such act.



Section A:
3. Non-Collusive Tendering Certificate

Non-collusive Tendering Certificate

To: Shropshire Council (hereinafter called “the Council”)

The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

I/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We also certify that I/We have not done and undertake that I/We will not do at any time any of the following acts:

- (a) communicating to a person other than the Council the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance); or
- (b) entering into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement 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 Services any act or omission.

Section A:

4. Declaration of Connection with Officers or Elected Members of the Council

Are you or any of your staff who will be affected by this invitation to tender related or connected in any way with any Shropshire Council Elected Councillor or Employee?

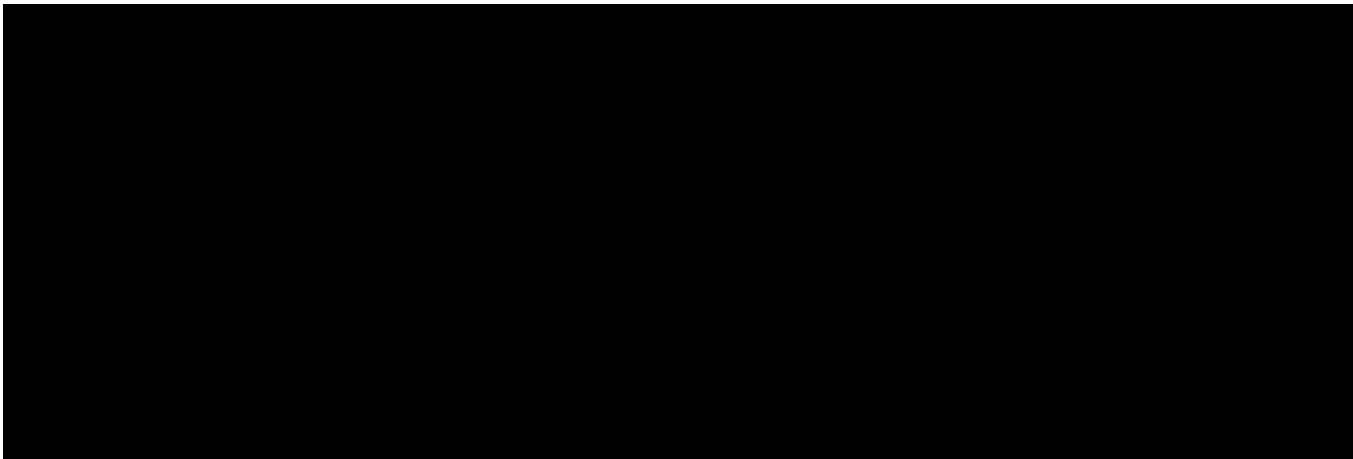
Yes / No

If yes, please give details:

Name	Relationship

Please note:

This information is collected to enable the Council to ensure that tenders are assessed without favouritism. Whether or not you have a connection with elected members or employees will have no bearing on the success of your tender, but your tender will not be considered unless this declaration has been completed.



Finance

<p>Are you able to provide a copy of your audited accounts for the last three years?</p> <p>If your answer is no, please give the reason why here:</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>
<p>Please indicate if, you have been bankrupt or subject of insolvency or winding-up proceedings, where the organisation's 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?</p> <p>If yes please provide details</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>

Insurance

<p>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:</p> <p>Y/N</p> <p>Employer's (Compulsory) Liability Insurance = £5Million</p> <p>Public Liability Insurance = £5Million</p> <p>Professional Indemnity Insurance = £1Million</p> <p>Product Liability Insurance = £1Million</p> <p>*It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>
--

Compliance with equality legislation

<p>For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.</p>	
<p>1.</p>	<p>In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an <input type="checkbox"/> Yes</p>

	Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?	<input type="checkbox"/> No
2.	<p>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?</p> <p>If you have answered “yes” to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.</p> <p>If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.</p> <p>You may be excluded if you are unable to demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Environmental Management

1.	<p>Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)?</p> <p>If your answer to the this question is “Yes”, please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.</p> <p>The Authority will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the Authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation?	<input type="checkbox"/> Yes

		<input type="checkbox"/> No
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Health & Safety

1.	Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	Please certify that you understand the requirements of your project role as the Principle Designer under the CDM role and have appropriately accredited resources to ensure compliance with this legislation.	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.	<p>Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?</p> <p>If your answer to this question was “Yes”, please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</p> <p>The Authority will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Safeguarding of adults and children

1.	<p>As a contractor providing a public service on behalf of a Shropshire Council, we expect that you will be familiar and committed to the local safeguarding procedures and other national requirements set out below</p> <p>http://www.safeguardingshropshireschildren.org.uk/</p>	
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<https://shropshire.gov.uk/shropshire-choices/i-need-help/keeping-adults-safe/a-guide-to-adult-safeguarding-in-shropshire>

<https://shropshire.gov.uk/social-value/the-social-value-charter/>

<http://shropshire.gov.uk/equality-diversity-and-social-inclusion/equality-diversity-and-social-inclusion/>

I/We certify that I/We are familiar with and committed to deliver our service in compliance with local safeguarding and other national social values.

Signed

Status.....

(For and on behalf of

.....)

Date



Shropshire's
**GREAT
OUTDOORS**

DESIGN AND BUILD BRIEF

FOR

PROJECT REFERENCE DMNV 006

DISCOVER THE JEWEL OF SHROPSHIRE'S LAKE DISTRICT

**TENDER FOR BUILDING A NEW CAFÉ/CENTRE
AT THE MERE @ ELLESMERE COUNTRY PARK**

14.12.2018

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1. INTRODUCTION AND PROJECT AIMS

Shropshire Council's Outdoor Partnership's, Country Parks & Heritage Sites Team, is responsible for The Mere at Ellesmere, one of 24 countryside sites across the county. The Mere is located in the northern Shropshire market town of Ellesmere and is the largest of the Shropshire meres within the area known locally as 'Shropshire's Lake District'. The Mere at Ellesmere forms part of the wider Northern Marches Mere & Mosses internationally designated area (Ramsar) for the conservation of water habitats.

The Mere at Ellesmere is the focal point for visitors and provides the opportunity to tell people about other local attractions and to inform people as to the importance of the Mere & Mosses landscape. In 2017-18 The Mere at Ellesmere attracted around 171,000 visitors, of which an estimated 85% are visitors from outside the Ellesmere area and include tourists to the area as well as day visitors from the 'local' catchment of Shropshire, Cheshire and North Wales, the West Midlands & North West England.

Cremorne Gardens at the Mere



Mere Promenade

The Mere



The Country Parks & Heritage Sites Team have recently relocated from the Swan Hill Depot site to new premises. This has left the depot site surplus to requirements and has presented an opportunity to develop and improve the outdoor recreation facilities at the Mere at Ellesmere Country Park.



Swan Hill Depot

In deciding what should be developed at the Park a visitor survey was undertaken to gather information on some proposals. The survey showed that over 87% of visitors to the park came from outside of Ellesmere and 58% came from outside of Shropshire, visiting a few times a year. Just over 13% were regular weekly visitors. When asked for their ideas for improvement, the top three rated ideas were; more interpretation of the history of the site, development of the Park as walking hub and wider range of food and drink.

Taking onboard our visitor comments Shropshire Council's vision is to develop and promote The Mere at Ellesmere Country Park as 'The' Outdoor Recreation Centre of Shropshire's Lake District, by creating more outdoor recreational opportunities for visitors, so that it delivers an all year-round family visitor/tourist destination increasing usage out of the main spring and summer seasons.

We want to increase tourist day visits to the Mere by 60,000 over 3 years and create further employment opportunities through the development of a café as well as a water sports centre that can be leased out to a professional water sport/outdoor adventure provider. The Swan Hill depot will be turned into recreational centre, attracting tourist and that will stay longer and spend more to enhance the local economy.

This is a not-for profit project that will create employment opportunities and will be self-funding through café sales. Any surplus income generated will be reinvested into the Mere at Ellesmere Country Park and in a range of other sites, thus improving the visitor offer throughout the county.

2. TENDER OBJECTIVES

The tender process for this project will be the JCT Design and Build 2016 Form of Contract and will be based on the Single Stage route. The weighting and scoring of the concept designs are set out in DMNV 006 Tender Response Document, which will form part of the Tender pack. Shropshire Council will then appoint a preferred contractor to further develop ideas to take forward to Planning.

The budget figure for this project is not to exceed £370,000 including all fees, associated costs, all kitchen equipment, decking and refurbishment of the existing public toilet. As part of your tender submission a cost break down on how you arrived at your tender sum is required clearly stating what is included and what is not included. Planning and Building Control approval is expected as part of your submission including any associated investigations. The Council is arranging for the following information to be provided: Ground Investigation, Ecology Study, Tree Survey and drainage / services provision with the area.

The appointed contractor will manage the design and build element, this may or may not include the adventure play facilities. If the play element is provided by another company, then the contractor is to ensure that these two project areas are approached in a holistic manner from the design phase onwards and manage any collaborative working between the distinct teams to deliver an integrated solution that enhances the overall customer experience. A further sum of £80,000 will be allocated to improving the adventure play facility, this budget is currently outside this tender.

The contractor will act as the Principle Designer for the purposes of CDM.

The specific objective of this Tender is to create an amazing innovative bespoke café/centre entirely from wood. Its design will be something 'out of the ordinary' and will be a 'unique selling point' (USP) to promote the park as a visitor destination, particularly for families with children who use the adjacent adventure play area, so that they will want to keep coming back.

The objectives of the tender are:

- i) To build an amazing bespoke innovative café/centre from wood which is approximately 120-130m² internally, plus external decking for outdoor seating
- ii) The internal building layout will also be in wood and will include
 - space for a kitchen and serving area that can serve visitors from both inside and outside
 - indoor space for around 20 people
 - junior and toddler indoor play area
 - customer and staff toilets
 - a small secure store
- iii) To create an outside decking area with some covered seating for 30 people
- iv) Refurbish and update the Cremorne Gardens public toilets

- v) Improve the Adventure play area
- vi) The café/centre will act as a hub to promote other attractions within northern Shropshire and to raise awareness of the important Meres & Mosses landscape
- vii) Improve the adventure play to increase the overall visitor experience
- viii) The project team will liaise with nominated Countryside officers and other stakeholders to agree the themes and the design in the early stages

Further details of our requirements are set out below and in section 3) Scope of Works.



Proposed café/centre at the Swan Hill depot

Mere adventure play area





Linked to this project will be further improvements to the adventure play area, which should be included as part of the thought process of the building design, although the play equipment may be delivered by a specialist play company. The design of the café/centre should therefore link seamlessly with the well-used children's outdoor adventure play area, taking in the theme of the Mere water body and its 'folk stories' (see appendix 1). The Mere water body is also part of an international protected landscape known as the Meres & Mosses and the new play facilities and the café/centre should help people understand the importance of this distinct environment.

This document sets out the client requirements and the users expectations for the design and construction of the work.

Nothing contained in this document is intended to restrict the method of development that may be used.

3. SCOPE OF WORKS

Shropshire Council is inviting tenders to deliver all technical design, construction and installation work for the creation of an amazing bespoke wooden designed building and the associated visitor experience, as a turnkey solution to meet the above project aims and further requirements within this document.

We are specifically looking for the contractor to build an amazing space that provides a wow factor! The design should be inspired with children in mind as the main end user and a place where adults can enjoy and engage in children's play and development. We would welcome theme-based designs that have children's adventure and the spirit of Mere at heart. Below is an example of the design influence we are looking for.



The appointed contractor will manage the design and build element, this may or may not include the adventure play facilities. If the play element is provided by another company, then the contractor is to ensure that these two project areas are approached in a holistic manner from the design phase onwards and manage any collaborative working between the distinct teams to deliver an integrated solution that enhances the overall customer experience.

The scope of the works should include the following requirements

KITCHEN/STAFF SERVING AREA

Preparation area to include:

- Stainless steel worktops for food preparation and serving food
- Washing up – stainless steel sink two bowls with two drainers (or single)
- Separate hand wash sink
- Dishwasher
- Storage
- Zip boiler
- Microwave
- free standing grill
- Toaster
- Medium-duty oven range with four rings / extract over

Serving area to include space for:

- Coffee machine
- Cold drinks dispenser
- Ice cream serving tubs and storage – to serve visitors from outside serving hatch
- Shelving for Glasses / cups
- Food tray storage
- Cutlery storage
- Cashier area

Storage space area for:

- Dry goods
- Frozen goods – undercounter fridge, freezer or upright fridge/freezer
- Refuse and waste removal

A STORE

Store approx. 6m²

- Lockable door
- Metal racks for storage containers to two walls
- Low level cleaners sink

TOILETS

1 No. disabled toilet including a wall mounted 'drop -down' baby changing unit and 1 No. Standard toilet

INDOOR PLAY AREA

An area for toddler and young children to play in a safe space that adults can oversee and participate.

CAFÉ INDOOR SEATING AREA

Attention should be given to how visitors enter and leave the café without causing disruption to other users. Consideration should also be given to how the tables and seating space could be cleared to provide additional space if required for other functions.

4. GENERAL REQUIREMENTS

- 4.1. The design will incorporate the principles of sustainability, with quality design to create better and healthier buildings, with good insulation and energy efficiency measures, resulting in reduced running costs.
- 4.2. We encourage the designers to demonstrate commitment to best practice in sustainable design and to take the opportunity to help the Countryside Service and Shropshire Council to showcase this through the careful choice of materials, innovative technologies and the use of active and passive carbon management measures.
- 4.3. The development should aim for BREEAM Very Good equivalent and should reflect Shropshire Council's sustainability policies. Shropshire Council's Environmental Policy and Sustainable Construction Policy form part of the employers' requirements for the project.
- 4.4. The new build will be designed to be long lasting, whilst minimising adverse impact on the local and global environment.
- 4.5. The design needs to take into account the sensitivity of the rural setting.
- 4.6. The accommodation is required to offer a high degree of flexibility to meet current and future needs.
- 4.7. New spaces will be fully accessible throughout.
- 4.8. The buildings will be designed to enhance the quality of life for the users, now and in future, by providing a built environment that is an attractive, healthy place.
- 4.9. The design should minimise the fear of crime by careful design.
- 4.10. The adventure play area improvement is a key element and the specific requirements regarding its 'themes and design', must be agreed at the early stages with the Shropshire Council Parks Team and developed in consultation with them.

5. COMPLETION DATES & TIME CONSTRAINTS

- 5.1. This project is subject to grant funding which, if successful should be in place by July 2019.
- 5.2. The contract award and initiation date will be in November 2019. The delay between receiving tenders and awarding contract is to allow the completion of the match funding application process which requires the inclusion of the tender submission.
- 5.3. The project needs to be completed by April 2020.

Work needs to be timetabled so that the adventure play area is not closed during the busiest summer period. We anticipate much of the work being done during the Autumn/Winter 2019-20.

6. STANDARDS

- 6.1. Construction Standards - All works are to be carried out to the satisfaction of the supervising Approved Inspector / Building Control body, and in accordance with all current Building Regulations Approved Documents, British Standards, Eurocodes (or other applicable codes of practice), Local Authority and fire regulations and the Equality Act. The use of BS9999 to determine fire escape provisions from the unit is not acceptable.
- 6.2. Gross internal areas are to be measured from the inner face of the finished external wall i.e. the inner face of the internal wall lining.

7. WARRANTIES & INSURANCES

- 7.1. The developer will provide collateral warranties in an agreed format for all consultants and contractors with design responsibility.

- 7.2. Any consultant or contractor with design responsibility must be required to maintain appropriate professional indemnity insurance for a period of twelve years following completion of the works.

8. PLANNING APPROVAL

- 8.1. The developer will be responsible for obtaining full planning approval for the development and for ensuring the discharge of any conditions attached to that approval.
- 8.2. Planning drawings are to be forwarded to Shropshire Council for approval prior to submission.
- 8.3. The developer is to ensure that the planning approval covers any temporary buildings required to support the continuity of the service on site during the construction phase.
- 8.4. The developer is to notify Shropshire Council of any conditions relating to the statutory consents and approvals that may affect their operations in any way.

9. BUILDING REGULATIONS APPROVAL

- 9.1. The developer will be responsible for obtaining full building regulations approval for the works and for providing, at handover, a completion notice for those works signed by an approved building regulations inspector.
- 9.2. The developer will be responsible for making all consultations with the Fire Officer and any other relevant bodies. The developer is to prepare a Fire Strategy for the development which is to be agreed with the client body representative prior to start of construction.
- 9.3. The developer will be responsible for ensuring that the layout design, as detailed on the drawings, complies fully with current building regulations relating to means of escape:

10. PROGRAMME

- 10.1. The developer will provide the employer with a pre and post contract programme as soon as is reasonably practicable.
- 10.2. The developer will advise the employer of any delays and provide full information in respect of any extensions of time granted under the building contract.
- 10.3. The developer will provide the employer with an assessment of building contract progress and an updated programme at monthly intervals.
- 10.4. The developer will confirm to the employer a definitive Date for Completion 6 weeks before that date is due, to enable the employer to be ready to accept handover fully resourced.

11. INFORMATION TO BE PROVIDED BY THE DEVELOPER

- 11.1. The developer is to provide Employer with the following information in accordance with an agreed information release and approval schedule or as reasonably requested by the Employer:
 - i) Planning approval notice and copies of the approved drawings
 - ii) Written confirmation from the local authority planners that all planning conditions requiring submission and approval of supplementary information have been discharged
 - iii) Designer risk assessments and hazard summaries
 - iv) Detailed construction programme
 - v) Refuse disposal arrangements

- vi) Details of the extent of each demise within the scheme
 - a. The following information is to be provided within 3 weeks of handover:
 - vii) Health and safety file for the works
 - viii) Operation and maintenance manuals in hard copy (x2) and digital format
 - ix) As built drawings
 - x) Certification of decontamination/remediation where any such works have been carried out
 - xi) CCTV survey of all underground foul and surface water drainage within the site
 - xii) Completion certificate from an approved building regulations inspector
 - xiii) Minimum of 2 sets of keys for each locking mechanism
 - xiv) Fire Officers approval, where applicable

12. EMPLOYER APPROVALS

- 12.1. Where comment or approval is required from the Employer or its consultants, a maximum of 10 working days shall be allowed from issue of the details or sample.
- 12.2. The developer is to submit full specifications and manufacturers details for the following items, for approval by the Employer:
 - i) Copies of all architectural and engineering working drawings, including:

- ii) Site plan showing all hard and soft landscaping, boundary treatments, finished levels, underground drainage and service routes,
- iii) General arrangement plans, sections and elevations at a minimum scale of 1:100.
- iv) Detail sections through external walls, roof and floors at a minimum scale of 1:20 detailing all external facing materials and roof coverings.

13. INFORMATION TO BE PROVIDED BY THE EMPLOYER

13.1. The developer will issue on a regular basis an itemised schedule of all information required from Employer and their consultants. The schedule will identify a reasonable timescale for each item, the dates of which will be agreed with Employer and their consultants.

14. PRACTICAL COMPLETION / ACCESS DATE

14.1. The Developer should provide no less than 10 working days written notice prior to Practical Completion and a joint inspection is to be undertaken to identify snagging items/outstanding works. There shall be no outstanding works or snagging to be completed after the agreed access date.

14.2. At the access date, the building shall be:

- i) Wind and weather tight and secure
- ii) Snag/defect free
- iii) Internal walls, including glazing complete
- iv) Drainage complete and connected to public sewers, tested and certified (including production of a CCTV survey)
- v) Water and electricity services are available, connected to mains supplies.
- vi) Water supply pipework chlorination certificate
- vii) There shall be clear pedestrian and vehicular access to the buildings with any scaffolding removed

- viii) Building Regulations and Planning Conditions discharged and written confirmation provided
- ix) Completion certificate provided, including:
 - a. EPC certificate
 - b. NICEIC electrical and emergency lighting installation test certificate for any relevant part of the works
 - c. Fire Detection & Alarm system installation Certificate
 - d. Building Regulations Completion Certificate (within 14 days of Practical Completion)
 - e. Drainage Test Results, including CCTV footage/report
- x) Clear of building materials and rubbish

15. RECTIFICATION PERIOD

- 15.1. The rectification period for the developer's works will be 12 months from the date of issue of the Practical Completion Certificate.
- 15.2. Where defects arise, the Employer will take up the matter immediately with the Developer. The verbal instruction will be followed by a letter in which a reasonable time limit for rectification will be given.
- 15.3. The developer will ensure that all defects are rectified to the satisfaction of the Employer within agreed timescales. Defects affecting the progression of the fitting out works or the use of the premises will be rectified as soon as is reasonably practicable.

Where a defect renders part of the building unusable, dangerous or insecure, the work should be undertaken the same day as it is reported; this would include such occurrences as major failures in electrical installations, gas leaks, water leaks requiring a shutdown of the system, flooding, failure of door locks, etc.

16. MAINTENANCE AND DESIGN

- 16.1. The developer will ensure that the building is designed to minimise future maintenance requirements where possible.

16.2. The developer is to provide specific information with regards to maintenance of building fabric.

16.3. The minimum design life of the building is to be as follows:

- | | | |
|------|----------------------------------|----------|
| i) | Structure | 40 years |
| ii) | Roof coverings | 20 years |
| iii) | Drainage | 25 years |
| iv) | Car Park / Service Road surfaces | 15 years |

16.4. The developer is to provide copies of all warranties, certificates and guarantees demonstrating compliance of relevant elements with a minimum design life offered.

16.5. Roof coverings are to have a design life of 20 years and require no planned maintenance for a minimum period of 10 years.

16.6. All penetrations through the roof coverings as required by Employer for services etc. are to be formed and made weather tight by the developer.

16.7. The developer is to provide flat roof vents as required by Employer for the termination of soil vent pipes and extract or ventilation.

16.8. The developer is to install a certified fall restraint system, or other permanent guarding to provide safe access to any flat roof areas for the purposes of maintenance and repair.

17. ACOUSTIC PERFORMANCE

17.1. Plant should be selected and suitably attenuated in order to minimise environmental noise impact and to comply with any planning constraints regarding noise levels.

18. EXTERNAL WORKS

- 18.1. The developer is to design and construct all external works complying with the following:
- 18.2. External lighting to non-car park areas is to be designed to achieve a minimum of 10 lux and is to be controlled on a time clock and sensors. It shall be in keeping with the overall development and agreed with Shropshire Council prior to installation.
- 18.3. Soft landscaping is to be designed to require minimum maintenance. All new landscaping work inclusive of planting should be completed prior to handover. The planting scheme shall be maintained by the developer for 12 months and any defective planting to be replaced in the following planting season.
- 18.4. All hard surface areas shall be graded to falls into gullies and the drainage shall comply with the requirements of the Building Regulations.
- 17.6 Following completion of the works any car parking areas used for the purposes of enabling the construction, including materials storage, contractor's site facilities, deliveries, contractor's parking, the areas used by temporary cabins etc., shall be made good where necessary, including any white line markings or other methods used to denote car parking bays.
- 18.5. The build-up of hard landscaping shall take into account the prevailing ground conditions and the recommendations of the site investigation report.
- 18.6. Any finish to the external ground must be anti-slip and proven acceptable to the Local Environmental Health Officer and Shropshire Council.

19. UTILITIES

- 19.1. The developer is responsible for connecting to all incoming services, namely water, electricity and telephone.

20. EMPLOYERS DOCUMENTATION

- 20.1. All documentation provided by the Client is to be regarded as confidential. The developer must take all necessary measures to ensure that documentation remains confidential and is only used for procurement of the Works.
- 20.2. The accommodation provided by the developer is to comply in all respects with the Client requirements as detailed within this brief and associated documents and drawings.
- 20.3. Should the developer wish to deviate from the Client's requirements in any way, any variance should be detailed in a written statement for Tenant's approval.

21. PROCUREMENT PRINCIPLES

- 21.1. Please ensure that you have completed the pre-selection questionnaire and attached as part of your submission
- 21.2. Please use the Tender Response Document for your submission and return it in accordance with the Tender letter provided through the Delta e-tendering Portal. This document asks for responses to specific questions and identifies how your responses will be evaluated.
- 21.3. **FINAL DATE FOR TENDER SUBMISSIONS IS 7th FEBRUARY 2019**
- 21.4. Associated documents:
 - i) Tender Response Document
 - ii) Pre-Assessment Questions
- 21.5. Please note that contractors who would like to visit The Mere at Ellesmere can do so by appointment only. Please contact mark.blount@shropshire.gov.uk for details.

21.6. A site location plan for the Mere and general arrangements drawing for the Swan Hill depot can be requested from procurement@shropshire.gov.uk

22. APPENDIX

Myths, Fables and Legends

Mythical and magical stories can be a strong tool for interpretation, especially aimed at children and the Mere at Ellesmere has its fair share of stories. One well known locally is the legend of Mrs. Ellis and the creation of The Mere. The story goes that 'way back when' before The Mere existed, fresh water was a precious resource and lucky Mrs. Ellis had a spring in her garden that issued the freshest, sweetest water for miles around. She was happy to share a sip or two of her delicious water with her neighbours, whose own spring water didn't quite match that of Mrs. Ellis's. However, one hot dry summer the wells in the neighbourhood began to run dry, except for the one in Mrs. Ellis's garden. Although she had been happy to share the odd sip with her neighbours in the past, when they turned up with clanking buckets to quench their ever-growing thirst she turned her back on their desperate pleas for help, keeping her ever flowing spring water for herself. Eventually this greedy act began to backfire as the water from her spring flooded her house and the neighbourhood, creating the mere that is named after her, Ellis Mere. Legend has it that there is still a little old lady living at the bottom of The Mere.

The fable/folk tale of Jenny Greenteeth is also associated with The Mere, as with many other water bodies and streams in Britain. People who walk by the water at night should beware of Jenny Greenteeth who is on the lookout for those who do not take due care when close to the water. She lives beneath the surface in the muddy water with her green skin, green hair and frog-like eyes. Darting like a fish she will catch the unwary that stray or fall into the water. She will wrap her long arms around you, sink her evil green teeth and sharp nails into your flesh and stroke you with her long bony fingers until you fall into a deep, deep sleep. This scary story has been passed on through generations to encourage children to take care near the water's edge.



PROJECT REFERENCE DMNV 006

DISCOVER THE JEWEL OF SHROPSHIRE'S LAKE DISTRICT

**TENDER FOR BUILDING A NEW CAFÉ/CENTRE
AT THE MERE @ ELLESMERE COUNTRY PARK**

TENDER RESPONSE DOCUMENT

Company name	██████████	Date	██ ██████████
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Evaluation principles

Applicants will be initially evaluated against their responses to the pre-assessment questions contained in the separate pre-assessment document on a PASS/FAIL basis, only those applicants who pass this initial stage will have their tenders further evaluated. In order to pass the pre-assessment stage applicants must satisfy the Council in relation to their responses to all the sections of the pre-assessment and an application will fail any section if in the opinion of the Council the responses provided casts serious doubt on the Tenderer's ability to perform this contract, they may be excluded.

Tenders will be evaluated upon their responses to the following questions. Please enter your responses to all questions. Additional documentation can be submitted with your application but please ensure that your response clearly identifies the relevance of these documents to the question and criteria shown below or they will not be included in the assessment.

FINAL DATE FOR TENDER SUBMISSIONS IS 12 NOON THURSDAY 7TH FEBURARY 2019

Scoring will be assigned using the following scoring system:

Assessment	Score	Description
Excellent	5	Exceeds the required standard and requirements of the specification. Response answers the question with precision and relevance. Includes improvement through innovation / added value.
Good	4	Meets the standard required and requirements of the specification. Comprehensive response in terms of detail and relevance to the question.
Acceptable	3	Meets the standard and requirements of the specification in most aspects but fails in some areas. Acceptable level of detail, accuracy and relevance.

Limited	2	Fails the standard and requirements of the specification in most aspects but meets some. Limited information / inadequate / only partially addresses the question.
Inadequate	1	Significantly fails to meet the standard and requirements of the specification. Inadequate detail provided / questions not answered / answers not directly relevant to the question.
Not eligible for consideration	0	Completely fails to meet the standard and requirements of the specification. Response significantly deficient / no response.

Question 1 – Concept Design and Build quality

Weighting – 65% max score 325

Please provide a concept design with a detailed statement on how you will approach the building of the wooden café/information centre and how you will ensure the project aims are met. Please include any organisational background, accreditation or documentation as required to support your methodology.

The tender receiving the highest initial mark for quality criteria overall will receive the full 325 marks available for quality. Other tenders will receive a mark that reflects the % difference in the initial marks between those tenders and the tender receiving the highest initial mark for quality overall.

Question 2 – Case Study

Weighting 10% max score 50

Please provide a relevant case study example to support your application and the methodology set out in your responses to questions 1 above.

The tender receiving the highest initial mark for the case study criteria overall will receive the full 50 marks available. Other tenders will receive a mark that reflects the % difference in the initial marks between those tenders and the tender receiving the highest initial mark for the case study overall.

Question 3 – Project Cost

Weighting 20% max score 100

Please provide a total price for the project. Please support your price with an estimated breakdown of costs against a schedule of key project goals and an associated descriptive statement. In particular, we are looking for innovative budget use, value for money and how this is being achieved. We will also look preferably on any saving that can be made against the stated maximum project budget that do not affect quality.

The most competitively priced tender will receive the maximum mark for price being 100. Less competitive tenders will receive a % of the maximum mark that represents the difference in cost between that tender and the most competitively priced tender.

Question 4 – Social Value <https://www.shropshire.gov.uk/social-value/>

Weighting 5% max score 25

Please provide a statement detailing how the way in which you will approach the undertaking of this contract will support the aims identified within the Social Value Charter attached as an addendum to the tender document.

The tender receiving the highest initial mark for social value will receive the full 25 marks available. Other tenders will receive a mark that reflects the % difference in the initial marks between those tenders and the tender receiving the highest initial mark for social value overall.

[REDACTED]

Operative	Qualifications/Experience
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

	[REDACTED]	[REDACTED] [REDACTED]
	[REDACTED]	[REDACTED] [REDACTED]
	[REDACTED]	[REDACTED] [REDACTED]
	[REDACTED]	[REDACTED] [REDACTED]
	[REDACTED]	[REDACTED] [REDACTED]
	[REDACTED]	[REDACTED] [REDACTED]
	[REDACTED]	[REDACTED] [REDACTED]

	<p>[REDACTED]</p>	<p>[REDACTED]</p>
	<p>[REDACTED]</p>	<p>[REDACTED]</p>
Evaluation comments	<p>[REDACTED]</p>	
2- Case study	<p>[REDACTED]</p>	<p>[REDACTED]</p>

Evaluation comments	
4- Social Value	<p>[Redacted text block containing multiple lines of blacked-out content]</p>

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Evaluation comments	

Total Max Score 500



Flights of Fantasy Creative Play Ltd
Unit 2 Fern Hill
Dersingham
King's Lynn
PE31 6HT

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Email sent to: [REDACTED]

4th April 2019

Dear Bidder

DMNV 006 - BUILDING A NEW CAFÉ AND INFORMATION CENTRE AT THE MERE AT ELLESMERE COUNTRY PARK SHROPSHIRE COUNCIL

SUBJECT TO CONTRACT

This is an Award Decision Notice pursuant to The Public Contracts Regulations 2015 (the "Regulations").

We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer in relation to the above Contract.

As you are aware, the proposed offer is subject to the Council receiving grant funding.

[REDACTED]

[REDACTED]

[REDACTED]

We can confirm that your tender received the following scores and ranking:-

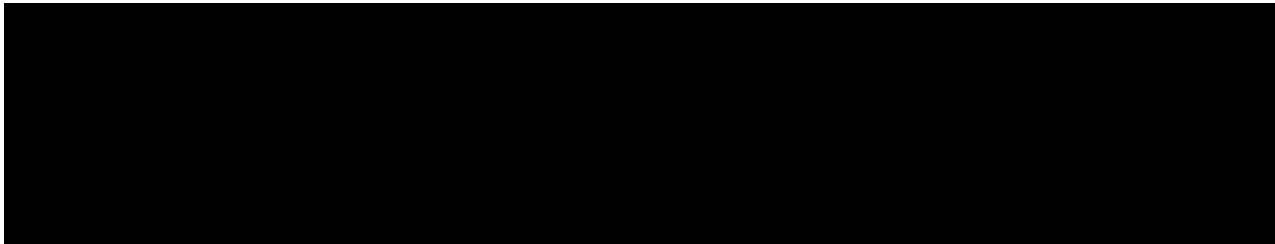
Criteria	Your Score	Winning Tenderer Total Score	Your Rank (out of all tenders received)
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED] scored against the published scoring scheme and the stated award criteria and received the marks set out:



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We will be in touch with you again at the end of the standstill period.



Head of Economic Growth
Shropshire Council

Countryside Maintenance Manager
Shropshire Council