

# Witney Town Council

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Our ref: B12/1

7<sup>th</sup> July 2021

Dear Tenderer

## Invitation To Tender

### For the Corn Exchange, Witney Specialist Theatre Systems – Stage Lighting, AV and Drapes

#### 1. Introduction

You are invited to submit a tender to provide Specialist Theatre Systems – Sound and Lighting to Witney Town Council for the Corn Exchange, Witney.

By participating in this tender, you are indicating your acceptance to be bound by the guidelines set out in this letter and attachments. We provide below the key details of Witney Town Council's requirements, which you should consider in your response.

#### 2. Instruction to Tenderers

##### 2.1 Acknowledgement

Please acknowledge via email to [projects@witney-tc.gov.uk](mailto:projects@witney-tc.gov.uk) safe receipt of this letter within two working days together with your confirmation of your intention to tender.

To simplify exchange of information regarding this Invitation to Tender (ITT) please nominate a Bid Manager (together with their deputy) and relevant contact telephone and email addresses.

Please direct any questions regarding the ITT content or process to Witney Town Council. Technical queries will be forwarded on to the Council's representatives, Drama by Design Ltd. who will advise accordingly.

##### 2.2 Discrepancies, Omissions & Enquiries

Should the Tenderer find discrepancies in, or omissions from, the Tender Documents, details should be emailed to [projects@witney-tc.gov.uk](mailto:projects@witney-tc.gov.uk) immediately.

##### 2.3 Clarification & Queries

There will not be any negotiation on any of the substantive terms of the Tender Documents. Only clarification queries relating to the Tender Documents will be answered.



Only communications made by your Bid Manager (or their deputy) to Witney Town Council will be considered during the pre-contract tender period.

**A date for viewing the Corn Exchange as part of this process is available on 15<sup>th</sup> July 2021, observing social distancing measures.**

A representative from Drama by Design will be available to answer any technical questions in relation to the specification, booking a time slot is essential through [projects@witney-tc.gov.uk](mailto:projects@witney-tc.gov.uk).

Each Tenderer shall be deemed to have satisfied itself before submitting its Tender as to the accuracy and sufficiency of the prices and rates as stated in any Pricing Schedule contained in that Tender which shall (except in so far as it is otherwise provided in the Contract) cover all obligations. The Tenderer shall also be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect its Tender. The Tenderer is responsible for obtaining all information necessary for the preparation of its Tender.

Witney Town Council reserves the right to disqualify and reject proposals from suppliers who do not comply with these guidelines. All questions should be submitted in writing either by post or to the email address above.

#### 2.4 Tender Submission

Tenders must be submitted for the services as laid out in the specification. Tenders for part only of the Services those as laid out will be rejected. The Tenderer must provide all documents as listed in this ITT.

The Tender shall constitute an irrevocable offer to the Town Council. Tenders must be submitted as follows:

One hard copy by post or by hand as described below. The tender must be received by the deadline stated below and must be sealed in a plain envelope with 'Corn Exchange Lighting & Sound'. Address: For the attention of: Town Clerk, Witney Town Council, Town Hall, Market Square, Witney, OX28 6AG **not later than 12:00 hours on Friday 30 July 2021. Tenders received after 12:00 hours on Friday 30 July 2021 will NOT be considered.**

The Town Council will not accept any tender unless it is sent in using the label/envelope provided. The return envelope must not bear any identifying marks or logos which may result in disqualification.

Tender envelopes should be properly sealed and either sent by post, with the correct postage, or delivered by hand to the address detailed on the label provided.

Proof of posting will not be accepted as proof of delivery if the tender does not arrive at the address shown on the tender label before the closing date and time fixed for the receipt of the tender.

Ensure that any other information that has been requested to support your company's tender has been included, failure to return all documents requested will be deemed as a non-compliant tender.

The quantities shown in the schedule of prices are for the financial analysis of the tender only. Although we have taken great care compiling these figures, no guarantee can be given to take this or any other quantity.

The tender shall remain open for acceptance for 35 days.

Failure to comply with any of the requirements listed may disqualify a tender.

#### 2.5 Procurement Timetable



The Town Council intends to award the Contract in August 2021 and reserves the right to award the Contract at such date, or later, or not at all.

The Town proposes the following timetable for this Tender:

- |                                       |   |
|---------------------------------------|---|
| • Dispatch of ITT                     | 6 <sup>th</sup> July 2021               |
| • Potential Site Visit                | 15 <sup>th</sup> July 2021              |
| • Return of ITT (deadline)            | 30 <sup>th</sup> July 2021 (mid-day)    |
| • Evaluation of ITT                   | 2 <sup>nd</sup> August 2021             |
| • Notification of successful Tenderer | During August 2021                      |
| • Service Commencement                | Before 1 November 2021 (for discussion) |

The Town Council reserves the right to change the above timetable and Tenderers will be notified accordingly where there is a change in the timetable.

## 2.6 Evaluation of Tenders

The Town Council is seeking to appoint a suitably experienced and competent organisation for the provision of the Sound and Lighting at the Corn Exchange.

**Details on the Selection and Award Criteria can be found in the accompanying 'Performance Specification' documents provided by Drama by Design Ltd. (pages 5-6)**

## 2.7 Notification

Following evaluation of the Tenders, and any interviews, the Town Council will decide on which, if any, Tender shall be accepted.

# 3. Tender Conditions

## 3.1 Acceptance of Tender

The Tender shall constitute an irrevocable offer to provide the Services. The successful Tenderer shall conclude a formal Contract with the Town Council, which shall embody the Tenderer's offer. It is clearly understood that the ITT and the submission of the Tender shall not in any way bind the Town Council to enter a contract with the Tenderer or involve the Town Council in any financial commitment whatsoever in this respect. The Tenderer is also advised that the Town Council shall not bind itself to accept the lowest, or any, Tender.

The Town's Contract award / acceptance process is:

- The successful Tenderer shall receive a letter from the Town Council indicating their success in this Tender activity. However, this indication shall not constitute any binding commitment on the Town's Council's part unless this is confirmed in writing following the expiration of the mandatory standstill period required by the Public Contracts Regulations 2015 (as amended). Subject to this, a formal contract in duplicate shall be subsequently sent to the successful tenderer for signature or execution as a deed.

## 3.2 Rejection of Tender

The Town Council may in its absolute discretion refrain from considering or reject any Tender if:

- a) The Tender is incomplete or vague or is submitted later than the prescribed date and time; or
- b) It is not in accordance with the ITT and all other provisions of the Tender Documents or is in breach of any requirement contained in the ITT or;



- If a supplier has directly or indirectly canvassed any official of the Town Council or obtained information from any other person who has been contracted to supply goods or provide services or works to the Town Council concerning the award of the Contract or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Tenderer; or
- If a supplier/tenderer of any goods/services is to his/her knowledge related to any member of or the holder of any office under the Council, he/she and the person to whom he/she is related shall disclose the relationship in writing to the Town Clerk. A person who fails so to do shall be disqualified for such contract and, if engaged, the contract may be withdrawn without further notice; or
- If a supplier has canvassed members or of any Committee, directly or indirectly, for any work/service under the Council shall disqualify the supplier/tenderer; or
- A member of the Council shall not solicit for any person any work under the Council or recommend any person for such work; but, nevertheless, a member may give a written testimonial of a supplier's ability, experience or character for submission to the Council.
- Fixes or adjusts the prices shown in the Pricing Schedule by or in accordance with any agreement or arrangement with any other person; or
- Communicates to any person other than the Town Council the amount or approximate amount of the prices shown in the Pricing Schedule except where such disclosure is made in confidence to obtain quotations necessary for the preparation of the Tender or for the purposes of insurance or financing; or
- Enters into any agreement with any other person that such other person shall refrain from submitting a Form of Tender or shall limit or restrict the prices to be shown or referred to by another Tenderer; or
- Offers to agree to pay to any person having direct connection with the ITT process or does pay or give any sum of money, inducement or valuable consideration, directly or indirectly, for doing or having done or causing or having caused to be done in relation to any other Tenderer or any other person's proposed Tender, any act or omission; Shall not be considered for acceptance and shall accordingly be rejected by the Town Council provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Town Council or any criminal liability which such conduct by a Tenderer may attract.

### 3.2 Amendment to Tender Documents

Should any additions or deletions to the Tender Documents or the provision of supplementary documentation be considered necessary prior to the date for submission of Tenders, these will be issued by the Town Council to Tenderers and will be deemed to then form part of the Tender Documents; the Town Council reserves the right to extend any date for submission of the Tenders accordingly.

### 3.6 Tender Documents

The documents which constitute the Tender Documents, and all copies thereof are and shall remain the property of the Town Council and save for the purposes of the Tender, must not be copied or reproduced in whole or in part and must be returned to the Town Council upon demand.

### 3.7 Tenderers Warranties

In submitting the Tender, the Tenderer warrants and represents and undertakes to the Town Council that it has not done any of the acts or matters referred to in section 3.1 of this ITT and has complied in all respects with this ITT;

- All information, representations and other matters of fact communicated (whether in writing or otherwise) to the Town Council by the Tenderer or its employees, officers, agents or advisers in connection with or arising out of the Tender are true, complete and accurate in all respects;



- It has made its own investigations and research, and has satisfied itself in respect of all matters relating to the Tender Documents;
- It has full power and authority to enter the Contract and provide the Services and will if requested produce evidence of such to the Town Council;
- It is of sound financial standing and the Tenderer, and its partners, directors, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the audited accounts or other financial statements of the Tenderer submitted to the Town) which may adversely affect such financial standing in the future;

### 3.9 Town Council's warranties and disclaimers

The fact that a Tenderer has been invited to submit a Tender does not necessarily mean that the Tenderer has completely satisfied all the Town Council's criteria and the Town Council may require further information as appropriate and assess this as part of the Tender evaluation process. The Tenderer shall have no claim whatsoever against the Town Council in respect of such matters and in particular (but without limitation) the Town Council shall not make any payments to the successful Tenderer save as expressly provided for in the Contract and (save to the extent set out in the Contract) no compensation or remuneration shall otherwise be payable by the Town Council to the Tenderer in respect of the Services by reason of the Specification being different to that envisaged by the Tenderer or otherwise.

Whilst the information in this ITT has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. Except for statements made fraudulently, the Town Council does not accept any liability or responsibility for the adequacy, accuracy or completeness of such information. The Town Council does not make any representation or warranty (express or implied) with respect to the information contained in the ITT or with respect to any written or oral information made or to be made available to any tenderer or its professional advisors.

Each Tenderer to whom the ITT is sent must make its own independent assessment of the proposed terms after making such investigation and taking such professional advice as it deems necessary to determine its interest in the Contract.

This ITT 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 any other contractual agreement. As part of this tender process Witney Town Council makes no obligations in any way to:

- (i) pay any vendor for any ITT response; or
- (ii) award the contract with the lowest or any bidder; or
- (iii) accept any ITT information received from vendors; or
- (iv) include vendors responding to this ITT, in any future invitation; or
- (v) *any other commitment to vendors whatsoever.*

**Tenderers are asked to note the attached Contract Conditions and complete and return the Company Information questions as part of the tender process.**

**Completed tenders and accompanying documents are to be returned in the envelope provided/addressed with the label provided, not later than noon on Friday 30<sup>th</sup> July 2021.**

I look forward to receiving your response.

Yours sincerely,

Adam Clapton



Deputy Town Clerk  
Witney Town Council

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