CONWY
CYNGOR BWRDEISTREF SIROL
COUNTY BOROUGH COUNCIL

Estates & Asset Management

Demolition of Rhos Point, Marine Drive, Rhos on Sea

Instruction to Tenderers

MFL50211

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1 Instructions to Tenderers

1.1 Introduction

Conwy County Borough Council (hereafter referred to as the *Client*) is currently seeking to procure a suitably qualified *Contractor* (for clarity, reference to Tenderer within these documents should be taken as having the same meaning as *Contractor*) for the performance of the following contract:

Demolition of commercial buildings, except the Grade II Listed Tower at Rhos Point, Marine Drive, Rhos on Sea.

The works are funded by the Local Growth Fund, where the demolition and making good will need to be completed by 31st March 2027.

1.2 Status of Instructions

These instructions are issued for the guidance of Tenderers and will not form part of any subsequent contract. Failure to comply with these instructions may however result in the rejection of the tender.

1.3 Summary of the Works

Full details of the works are contained in the Tender Specification and Supporting Document pack. Please contact procurement@conwy.gov.uk for the supporting document pack.

1.4 Procurement Timetable

Set out below is the proposed procurement timetable. This is intended as a guide only and, whilst the Client does not intend to depart from the timetable, it reserves the right to do so at any time.

Date	Activity
26/11/2026	Notice published and tender pack available for download on www.sell2wales.gov.uk
From 26/11/2026	Interested parties to inspect the site (please contact chris.roberts1@conwy.gov.uk to arrange)
8/12/2016, 12pm	Deadline for Suppliers to submit queries via Sell2Wales
16/12/2026, 4pm	Completed tender document return / tender submission date
17/12/2026	Evaluation of tenders
18/12/2026	Provisional date to advise tenderers of the evaluation outcome (based on no clarifications required)
21/12/2026	Provisional standstill period commencement.
04/01/2026	Provisional standstill period ends.
11/01/2027	Provisional contract award date.
To be confirmed	Contract commencement date
19/03/2027	Contract completion date

1.5 Form of Contract

The form of Contract for this Scheme will be a JCT Minor Works Building Contract as set out in the Dewis Tender Document Pack.

1.6 Project Manager and Supervisor

See the Dewis Tender Document Pack.

1.7 Tender Sum

The tender sum is the total of the Tender Summary to be completed in the Schedule of Work – For Pricing as part of the Dewis Tender Document Pack.

1.8 Lump sums

See the Dewis Tender Document Pack.

These must be quoted in pounds and pence, as appropriate, to two decimal places. All schedules submitted with tenders giving lump sums must be written in ink and be the original copy. The terms 'nil', 'n/a' or 'included' are not to be used but should be indicated as '£0'. Figures must be inserted against each item or activity - credit values in favour of the *Client* must not be used. The *Client* will make any necessary corrections to arithmetic errors found to be present in the tender.

1.9 Tender Programme

Tenderers are to submit an outline programme with the tender return. The programme will show the order in which the Contractor proposes to complete the various stages of the contract and be in a format and contain information that is compliant with the contract to be used. This information is for Tender purposes only and will not form part of the Contract.

1.10 Site Information

Tenderers are provided with site information as per the Dewis Tender Document Pack. No guarantee as to the accuracy or completeness of this data is given nor as to the extent, if at all, to which data is representative of the nature of the site, the ground and the subsoil.

1.11 Contract

The contract will be executed by hand.

1.12 No Alteration

No unauthorised alteration or addition is to be made to the Tender / Contract Documents.

1.13 Qualified Tenders

Tenders must not be qualified or accompanied by statements or a covering letter that might be construed as rendering the tender equivocal and/or placing it on a different footing from other tenders. Only tenders submitted **without qualification and strictly in accordance with the tender document as issued (or subsequently amended by the *Client*), will be accepted for consideration.** The *Client's* decision on whether or not a tender is acceptable will be final and the

Tenderer will not be consulted. **Qualified tenders will be excluded from further consideration and the tenderer notified.**

1.14 Alternative Offers/Design

No alternative offers which deviate from the scope of works and planning consent will be considered.

1.15 Completion and Submission of Documents

The completed tender submission, together with any requested supporting information/ documentation must be submitted and received, electronically, **through the sell2wales post-box facility** by no later than:

16:00 Hrs on 16th December 2026

In order for your Tender to be considered, please can you ensure that you:

- Complete and sign all the relevant parts of the Tender Documents with appendices attached;
- Return the documents by the due time and date;
- Complete, sign and date all the documents, forms and required information in the Declarations document
- Please ensure that all documents submitted are in the following formats:
    - Word Documents (.docx, .doc)
    - Excel Documents (.xlsx)
    - Portable Document Format (.pdf)
    - CAD Drawings (.dwg)
    - Photographs / Images (.jpg, .jpeg, .png, .bmp)

The *Client* will only accept electronic tender submissions via the www.sell2wales.gov.wales post-box facility. A user guide is available at: http://www.sell2wales.gov.wales/sitehelp/help_guides.aspx

Tenderers are advised to allow adequate time for uploading documents and to dispatch the electronic response well in advance of the closing time to avoid any last minute problems.

Tenderers are advised to familiarise themselves with the document size restrictions for uploading to the post-box. It is however possible and allowable to create multiple submissions within the post-box area to facilitate a large sized submission.

1.16 Return of Tenders

Any tender submitted and or received after the time specified above may not be considered and the *Contractor* will be advised of this.

Paper submissions will not be accepted.

The tender (exclusive of VAT), must be based on the Tender Summary.

Tenderers are reminded to submit the Tender Summary as identified within the Contract Data.

1.17 Assessment of Tenders

A common evaluation method will be used to compare the tenders:-

a) The selection of the *Contractor* will be on the basis of **70% price assessment** and **30% on quality**. The quality assessment will be based on the information provided in the Quality Questionnaire, with the associated weightings provided, and the *Contractor* shall include within their Tender submission all necessary information in order to allow the quality assessment to be completed.
b) The *Client* will, when considering the *Contractor* to appoint, take into account the *Contractor's* proposals for handling the contract, the experience and quality of the staff proposed, the price offer and other relevant matters. The relative assessment of quality will be determined in advance of seeing the financial differences between the price offers.
c) The *Client* needs to be satisfied that the Tenderers proposals meet its requirements and will use its discretion to decide whether, and if so how, any proposal fails to comply with the requirements of the brief. Any bid that fails to meet the *Client's* quality requirements will not be considered further.
d) The Quality Aspects are weighted as set out in Table 1 contained within section 2.3 of this document and the Evaluation Team will award marks against the Quality Aspects in accordance with the Table and the scoring methodology detailed in Stage 2 – Appraisal of Quality Submission.
e) The price assessment will be evaluated using the methodology detailed in Stage 3 and will be based on the tendered lump sum as provided in the Tender Summary.
f) The *Client* does not bind itself to accept the lowest or any Tender.

1.18 Errors

Following receipt of tenders, they will be arithmetically checked. Tenderers will be invited to amend their Tender to correct genuine arithmetical error(s). In this case, no other adjustment, revision or qualification is permitted.

Where examination of Tenders reveals errors or omissions, other than arithmetical, which could affect the Tender figure, the Tenderer shall be given details of such errors and an opportunity of confirming or withdrawing the Tender.

1.19 Disqualification

The *Client* may disqualify any Tenderer who fails to:

- Comply with the requirements of Section 57-60 inclusive of the Procurement Act 2023 and / or fails to certify on the Declaration that it has fulfilled these requirements;
- Provide all information that is requested. Any details are not provided or fully completed may constitute an admission of unsuitability an inability to fulfil the requirements of the Contract and may result in the offer being rejected;

Caveats will not be accepted.

Tenderers that do not comply with any instructions as set out within the tender documents, will not be considered.

1.20 Withdrawal

If a Tenderer decides that they are unable to submit a tender they shall immediately notify the *Client* through the sell2wales website portal. The Tenderer shall state in writing the reasons for withdrawal.

1.21 Acceptance of a Tender

The *Client* will make every effort to reach a decision on the award of any *Contract* within 90 days of the closing date for submission of tenders. If this period appears likely to be exceeded, the *Client* will initially seek to negotiate an extension of that period with the Tenderers; however, if exceptionally this is not possible or the delay appears to be excessive, the *Client* reserves the right to re-tender the services. **Tenders MUST therefore remain open for acceptance for a minimum of 90 days from the tender return date, and fixed for a 12 month period.**

Tender submissions must contain the following information:

- The name and e-mail address of the person within the organisation to receive the details of the proposed Contract Award;
- The Tenderers Unique Supplier Identifier provided by the UK Government Central Digital Platform.

A Contract Details Notice will also be issued on the Sell2Wales (www.sell2wales.gov.uk) website within 30 days of the contract being entered into.

The *Client* does not bind itself to accept the lowest or any Tender, nor to be responsible for or pay for any expenses or losses incurred by the Tenderer in the preparation of their Tender.

No Tender shall be deemed to be accepted until the *Client* has notified such acceptance to the Tenderer in writing.

1.22 Validity

Tenderers are reminded that the tender shall be valid and open for acceptance for a minimum period of 90 days after the given final date for submission of Tenders, and fixed for a 12 month period.

1.23 Queries/Clarification

The Tender Pack is being provided on the same basis to all Companies who have registered their interest for this opportunity.

All queries should be directed through the Q&A section of the Contract Notice on the www.sell2wales.gov.wales website.

No telephone enquiries will be accepted. No approach of any kind in connection with this Tender or the procurement process generally should be made to any other person within, or associated with, the Authority or the Client.

If it is considered that any question or request for clarification to be of material significance, both the question and the response will be published through the Q&A and Additional Information section of

the Contract Notice on the www.sell2wales.gov.wales website anonymously to all Tenderers who have registered their interest through the site.

All queries arising from these documents which may have a bearing on the offer should be received via the website as soon as possible but **no later than 12 noon on the day specified in section 1.4 (Procurement Timetable).**

1.24 Explanations in Writing

Except insofar as may be directed in writing by the *Client's* named contact point, neither the *Client* nor any agent not servant in their employ has any authority to make any representation or explanation to persons or corporations tendering or desirous of tendering as to the meaning of the Contract Documents.

1.25 Addenda or Corrigenda

Prior to the date for the submission of Tenders, Addenda or Corrigenda may be issued to clarify, modify or add to the Tender Documents. Please be advised that any and all changes relating to this Tender will be communicated through the Q&A and Additional Documents sections of the Contract Notice on the www.sell2wales.gov.uk website. No addition or alteration shall be made to the tender Documents unless it is the subject of an addendum or corrigendum.

1.26 Accuracy of Documents

Whilst all care is taken, the accuracy of the documents cannot be guaranteed. The Tenderer will draw the *Client's* attention to any obvious errors or omissions during the tender period by contacting the Clients named contact below.

1.27 Client's Named Contact Point

The *Client's* named contact point for this project is:-

Bleddyn Evans
Estates & Asset Management
Bleddyn.Evans@conwy.gov.uk

1.28 Site Inspection

Tenderers are advised to visit the site in order to familiarise themselves with the extent and nature of the proposed works and the site. **Tenderers must contact** chris.roberts1@conwy.gov.uk **to arrange access and give 48 hours' notice.**

Tenderers are advised that any site visit shall be at the tenderers' own risk. The *Client* accepts no responsibility for any damage or injury which may be caused to the tenderers' personnel or property as a result of any such visit. Should the tenderers wish to make any trial excavations or boreholes, investigations or tests on the site they should make an application to the *Client* through the *Client's* named contact.

Tenderers must satisfy themselves as to the nature of the existing works, including but not limited to:

- buildings;

- sheds;
- walls;
- foundations;
- sewers;
- drains;
- pipes;
- culverts;
- fences;
- poles;
- wires;
- cables;
- roads;
- footpaths and verges;
- the nature of the existing roads and other means of communication;
- access to and egress from the site and *works*;
- available accommodation as regards land (whether within or outside the site); and
- the buildings that may be required for temporary purposes.

Furthermore, the Tenderers must make their own enquiries with regard to suitable compound and storage areas as necessary for the execution of the works. Moreover, Tenderers must form their own estimates as to the temporary works and appliances necessary for the execution of the works in accordance with the Contract.

1.29 Confidentiality

Tenderers shall not divulge to any third party any confidential information belonging to the Client or Partner Organisations which may be supplied or made known to the Tenderer during preparation of the tender.

Tenderers shall treat the Tender documents and all details contained therein as private and confidential. All drawings and documents, whether a Tender is submitted or not, remain the property of the Council and are to be destroyed / deleted by unsuccessful Tenderers within seven days of notification that their Tender is unsuccessful.

1.30 Cost of Tendering

The *Client* has no liability to meet any costs that arise from the preparation and submission of the tender. Tenderers will not be reimbursed for any expense, or any losses incurred. No payment shall be made by the *Client* for abortive work during preparation of the tender, or any expenses incurred in connection therewith, if the contract does not proceed, or to any Tenderer who fails to submit a tender.

1.31 Freedom of Information and Commercially Sensitive Information

In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FoIA'), all information submitted to the Authority may be disclosed in response to a request made pursuant to the FoIA.

In respect of any information submitted by a Contractor that it considers being commercially sensitive the Contractor should:

a) clearly identify such information as commercially sensitive;
b) explain the potential implications of disclosure of such information; and
c) provide an estimate of the period of time during which the Contractor believes that such information will remain commercially sensitive.

Please submit responses to the above within the Freedom of Information Declaration form.

Where a Contractor identifies information as commercially sensitive, the Authority will endeavour to maintain confidentiality where it is reasonably practicable for it to do so. Contractors should note, however, that, even where information is identified as commercially sensitive, the Authority might be required to disclose such information in accordance with the FoIA. **Accordingly, the Authority cannot guarantee that any information marked 'commercially sensitive' will not be disclosed.**

By submitting your tender response to the Authority, you acknowledge and accept the above provisions concerning potential disclosure of your information.

1.32 Substitute Products

If the Tenderer wishes to use products that do not conform to the material specification of the *Contract*, details must be submitted with the tender giving reasons for the proposed substitution. The *Client* reserves the right to reject any proposed substitution.

1.33 Collusive Tendering Certificate

Tenderers are required to complete the Collusive Tendering Certificate and return with their Tender.

1.34 CDM Regulations

Contractors must be able to satisfy the Authority that they have the resources and competence to manage health and safety in compliance with the Construction (Design and Management) Regulations 2015. It is proposed to appoint the successful Tenderer as Principal Contractor under the Regulations at the time of contract award.

1.35 Safety Schemes in Procurement

All contractors used by CCBC should be accredited by a contractor assessment scheme which is a member of the Safety Schemes in Procurement (SSIP). This provides assurance that contractors' health and safety management arrangements are of a satisfactory standard.

For details of which contractor assessment schemes are members of SSIP, see *http://www.ssip.org.uk/*

The contractor must provide evidence that their accreditation has been achieved or renewed within the last 12 months and the accreditation must be valid throughout the period for which they are used.

1.36 Checklist of documents to be provided with Tender return

- Fully completed Tender Summary;
- Priced Schedule
- Contractor's Offer as contained the Declarations document;
- Quality Questionnaire as contained the Declarations document;
- Tender Programme;
- Collusive Tendering Certificate;
- Signed Freedom of Information Declaration;
- Signed Certificate of Good Standing – Part H;
- Evidence of membership of Federation of National Demolition Contractors.

2 Procurement Information

These tender documents have been issued by the *Client* in connection with a competitive tendering procedure being conducted in accordance with Part 6 Below Threshold Contracts Section 84 – 88 inclusive of the Procurement Act 2023. In assessing the answers to the tender questions, the Authority will be seeking evidence of the Suppliers suitability to provide the services as set out in the tender pack. Qualification criteria will be a combination of price and quality scoring as advised in the documentation.

2.1 Expression of Interest

All companies desirous of being considered to undertake the *Service* shall be required to submit an expression of interest in response to the notice placed on the www.sell2wales.gov.wales website. Each company submitting an expression of interest shall be provided with a copy of these tender documents which they are required to complete and submit ahead of the deadline which shall be stated on the notice.

2.2 Tender Appraisal

Qualification criteria will be a combination of price / quality scoring as advised in this documentation.

Tenders shall be appraised on a 70% Price / 30% Quality basis.

Further details of the appraisal process are contained below.

2.3 Evaluation Team

The *Client*'s Evaluation Team shall comprise officers of the *Client* designated for the purpose by the Head of Service of the commissioning service. The *Client*'s consultant, Dewis will assist with the evaluation.

2.4 Quality Evaluation – Quality Questionnaire

The purpose of the quality questionnaire is to enable the *Client* to assess Tenderers in accordance with the minimum requirements for providing the service so that only those Tenderers who fulfil the minimum requirements advance to the appraisal of Price Submissions. The quality questionnaire has been designed to elicit information from Tenderers to allow the *Client* to make such an assessment.

The quality assessment will be based upon the following table with the associated weighting provided. Tenderers shall include within their Quality Submissions all necessary information in order to allow the quality assessment to be completed.

The information supplied will be checked for compliance before responses are evaluated. The evaluation will be undertaken by the Evaluation Team, who will follow a systematic and comprehensive process as detailed below.

The quality assessment comprises scoring the submitted information against the required standard. The scoring system will give a score for each Tenderer's ability to meet each of the criteria.

Reference	Description	Appraisal Methodology & Weighting
Part A	**Company Information**	**Not scored; however Part A must be fully completed or tender will be deemed non-compliant (pass / fail)**
Part B	**Financial Information**	**Risk based assessment (*) – pass / fail**
Part C	**Contractual Matters**	**Risk based assessment (*) – pass / fail**
Part D	**Health and Safety**	**15% of overall mark**
D1	Health and Safety Policy	Pass / Fail
D2	Health and Safety Policy	For information
D3	Health and Safety Management	5%
D4	Health and Safety Representative	For information
D5	Health and Safety Training	5%
D6	Health and Safety Arrangements	5%
D7	Enforcement Authority	Pass / Fail
D8	Accident Statistics	For information
Part E	**Environmental**	**20% of overall mark**
E1	Environmental Policy	Pass / Fail
E2	Environmental Management System	20%
E3	Proof of Certification	Pass / Fail
Part F	**Resources**	**20% of overall mark**
F1	Key Personnel	5%
F2	Workforce Capacity for Contract Delivery	For information

F3	Resourcing Approach and timescales	10%
F4	Management of Works on a Live Site	5%
Part G	**Competence & Experience**	**45% of overall mark**
G1	Experience Reference 1	15%
	Experience Reference 2	15%
	Experience Reference 3	15%

(*) – The information given in the sections denoted as "Risk based assessment" will be risk assessed and a submission must "pass" for the Evaluation Team to be able to evaluate the rest of the submission. The *Client* will take into consideration the age of the company and any other relevant criteria, avoiding discrimination.

Marks	Risk Assessment Criteria
Pass	Information provided as required and sufficient to indicate that there would be no risk or an acceptable level of risk if the Authority were to award a contract.
Fail	Information not provided or demonstrates that the level of risk associated with awarding a contract is unacceptably high. Organisations will be eliminated if any of the elements detailed in the Invitation to Tender achieve a Fail score.

All scored questions within the Quality Submission will be allocated marks on the following basis:

- Responses exceeding the minimum requirement – 3 marks
- Responses achieving the minimum requirement – 2 marks
- Responses falling short of the minimum requirement – 1 mark
- Responses deemed unacceptable or no response provided – 0 marks.

During the evaluation period, the *Client* reserves the right to seek clarification from Tenderers, to assist in its consideration of Tenders.

To obtain weighted marks for each category, the scores for each individual question are totalled and multiplied by the category weighting indicated in the table above. The weighted category scores are then totalled and multiplied by the Quality weighting indicated previously in this section.

2.5 Price Evaluation

The Price Submission shall be assessed based upon the overall cost as submitted in the *Tender Summary*.

The scoring of the price element equates to the total of the overall mark indicated previously in this section. The number of marks which will be scored by each Tenderer is based upon the submission of the lowest price bid. The lowest bid will score the maximum points of 100. All other Tenderers will be awarded points based on a proportion of this score reflected as a percentage i.e. lowest price / price of submission x 100. All price scores will then be converted into a percentage out of the Price Submission score weighting indicated previously in this section.

2.6 Tender Clarification

The Tenderer may be required to clarify its submission. Requests for clarification shall be issued via email to the Tenderer contact point. Tenderers shall be required to respond to requests for clarification within two working days. If in the opinion of the *Client* the Tenderer fails to provide an adequate response to one or more of the points of clarification, the Tenderer may be excluded from progressing further in the process.

2.7 Moderation Meeting

Following completion of the scoring process and resolution of all requests for clarification, the Evaluation Team shall attend a further moderation meeting to review the results of the process, ensure compliance with the evaluation process and, if so evaluated, prepare a recommendation for the award of the Contract to the top scoring Tenderer.

2.8 Notification of Intent to Award

Following completion of the scoring process, the *Client* shall notify each Tenderer of the outcome of the appraisal process and the intention to award the contract to the top scoring Tenderer. A Contract Details Notice shall be placed on the sell2wales.gov.wales website within 30 days of the contract being entered into