



Tristan da Cunha Government

**Edinburgh of the Seven Seas
Tristan da Cunha Island
South Atlantic Ocean
TDCU 1ZZ**

Invitation to Tender

For:

**The design for the Rebuilding of the
Existing Shop (Convenience Store) in
Tristan da Cunha Island**

Ref:

Contract No. 03-2020

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PART 1

Introduction and Background

1.1 Introduction

This Invitation to Tender (ITT) contains further information about the procurement process, the Goods/Service and assessment questions for Tenderers to complete. Each Tenderer's response (Tender) should be detailed enough to allow Tristan da Cunha Government (TDAG), the Contracting Authority from now on, to make an informed selection of the most appropriate solution.

This invitation to tender (ITT):

- Asks Tenderers to submit their Tenders in accordance with the instructions set out in the remainder of this ITT.
- Sets out the overall timetable and process for the procurement to Tenderers.
- Provides Tenderers with sufficient information to enable them to submit a compliant Tender (including providing templates where relevant).
- Sets out the Award Criteria and the Tender Evaluation Model that will be used to evaluate the Tenders.
- Explains the administrative arrangements for the receipt of Tenders

This invitation to tender comprises:

- Part 1 – Introduction and Background
- Part 2 – Tender Completion Information
- Part 3 – General Information to Tenderers
- Part 4 – Tender Evaluation Model
- Part 5 – Content of Tenders
- Part 6 – Specification/ Scope of Works
- Part 7 – Draft Contract and Schedules

1.2 Scope of the Invitation to Tender

The scope of this Invitation to Tender is the provision of **the Design for the Rebuilding of the Existing Shop (Convenience Store) in Tristan da Cunha Island.**

Further details are provided in Part 6 of this ITT (the Technical Specifications)

The Goods/Service must comply fully with the Technical Specifications set out in these tender documents including the associated appendices.

1.3 Participation

Participation in this tender procedure is open to any Businesses in response to an open advertisement in the media and/or any website.

Tenders should be submitted by the same provider that will be supplying the Goods/Service. No change whatsoever in the identity or composition of the Business is permitted unless the Contracting Authority has given its prior approval in writing.

1.4 Contract term

The Contracting Authority proposes to enter into one Contract, on the Terms and Conditions detailed in Part 7 of this ITT for the supply of the service shortly after announcing the successful Tenderer.

1.5 Clarifications about the Goods/Service or ITT

Any enquiries or requests for clarification of any matters arising from this ITT should be sought from the Contracting Authority and must be made in writing or email to;

Helene Jaumotte
Corporate Finance
Administration Building,
Edinburgh of the Seven Seas.
Tristan da Cunha,
South Atlantic Ocean
Email: financeofficer@tdc-gov.com

The Contracting Authority will respond to all reasonable clarifications as soon as possible through issuing a document listing Tenderers' questions and the Contracting Authority's response to them (**Clarifications Log**), which will be e-mailed to all Tenderers. If a Tenderer wishes the Contracting Authority to treat a clarification as confidential and not issue the response to all Tenderers, it must state this when submitting the clarification. If, in the opinion of the Contracting Authority, the clarification is not confidential, the Contracting Authority will inform the Tenderer and it will have an opportunity to withdraw it. If the clarification is not withdrawn, the response will be issued to all Tenderers.

The deadline for receipt of clarifications relating to the Goods/Service for this ITT is set out in the Timetable detailed in paragraph 2.2

Tenderers are advised not to rely on communications from the Contracting Authority in respect of the Services or ITT unless they are made in accordance with these instructions.

1.6 Clarifications about the contents of the Tenders

The Contracting Authority reserves the right (but shall not be obliged) to seek clarification of any aspect of a Tenderer's Tender during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly. Vague or ambiguous answers are likely to score poorly.

1.7 Authorities

The Contracting Authority concerned with this project is the Tristan da Cuna Government (TDCG).

The tender procedure will be managed in accordance with TDCG's Financial Regulations a copy of which can be found at. <https://www.sainthelena.gov.sh/wp-content/uploads/2019/10/Legislation-Tristan-Financial-Regulations-191023.pdf>

When considering tenders, the Procurement Board may appoint relevant TDCG officials to provide technical and other relevant advice.

1.8 Site Visits

Not applicable

1.9 Deadline for receipt of Tenders

Responses to this ITT must arrive at the address and in the manner prescribed under paragraph 2.10 no later than the Deadline.

Any Tender received after the Deadline shall not be opened or considered. The Contracting Authority may, however, in its own absolute discretion extend the Deadline and in such circumstances the Contracting Authority will notify all Tenderers of any change.

1.10 References

Tenderers are requested to supply a minimum of one reference. References will be used to verify the technical proposals put forward in the Tender and will not be scored.

The Contracting Authority reserves the right to seek references from any of the Tenderer's customers whether or not the Tenderer has listed such customers as referees.

1.11 Contract award

The Contracting Authority will award one Contract on the basis of the award criteria detailed within Part 4 of this ITT. Tenders will only be evaluated on the basis of information received from the Tenderer that is submitted as part of the Tender.

Once the Contracting Authority has reached a decision in respect of a contract award, it will notify all bidders of that decision before entering into any Contract.

Contract award is subject to the formal approval process of the Contracting Authority. Until all necessary approvals are obtained no Contract will be entered into.

PART 2

Tender Completion Information

2.1 Intention to Submit a Tender

Tenderers should indicate whether they intend to submit a Tender by e-mail to **financeofficer@tdc-gov.com** at the earliest opportunity.

In the event that a Tenderer further concludes that it does not intend to participate in this procurement exercise, the Tenderer should indicate such by e-mail to **financeofficer@tdc-gov.com**

2.2 Key dates

This procurement will follow a clear, structured and transparent process to ensure a fair and level playing field is maintained at all times, and that all Tenderers are treated equally.

The key dates for this procurement (**Timetable**) are currently anticipated to be as follows:

Event	DATE	TIME (GMT)
Deadline for request for any clarifications from the Contracting Authority	15-01-2021	12 Noon
Deadline for submission of Tenders	21-01-2021	12 Noon
Completion date for evaluation of Tenders*	26-01-2021	-
Notification of award to the selected Business*	27-01-2021	-
Contract signature*	31-01-2021	-

* These dates are estimates and are stated for planning purposes only

Any changes to the procurement Timetable shall be notified to all Tenderers as soon as practicable.

2.3 Language

The offers, all correspondence and documents related to the Tender exchanged by the Business and the Contracting Authority must be written in English and be presented as a clear readable word processed document or equivalent, with clearly distinguished fonts, headings and separating chapters.

2.4 Currency of the Financial Proposal

Proposals must be expressed exclusively in **British Pound Sterling (GBP)** and exclude **VAT** which is the only authentic price for the purpose of this Invitation to Tender.

2.5 Sufficiency of Contract Price

Tenderers will be deemed to have satisfied themselves before submitting their tender, as to its correctness and completeness, to have taken account of all that is required for the full and proper performance of the contract and to have included all costs in their rates and prices. This must include all fees and charges of the associated participants in the consortium or relevant sub-contractors.

The prices for the Contract are fixed and not subject to revision unless specifically provided for in the contract.

2.6 Transferring employees

Not applicable

2.7 Formalities

Tenders should be submitted by completing the templates in Part 5 of this ITT.

Each Tenderer may submit one or multiple Tenders for the Goods/Service and may ask the Contracting Authority to consider variants to the specification.

Signed tenders should be submitted so they are received **before** the deadline specified, via email to: **financeofficer@tdc-gov.com**

Please number every page sequentially in the main body of your response as "Page [x] of [xx]" and include the date and title of your document on each page of the main body. Any additional pre-existing material which is necessary to support your Tender should be included as schedules with cross-references to this material in the main body of your Tender. Cross-references to this ITT should also be included in your Tender whenever you consider it to be relevant.

The Tender must be clear, concise and complete. The Contracting Authority reserves the right to mark a Tenderer down or exclude them from the procurement if its Tender contains any ambiguities or lacks clarity. Tenderers should submit only such information as is necessary to respond effectively to this ITT. Unless specifically requested, extraneous presentation materials are neither necessary nor desired. Tenders will be evaluated on the basis of information submitted by the Deadline.

Where the Tenderer is

- A Company, the Tender must be signed by a duly authorised representative of that company.

- A Consortium, the Tender must be signed by the lead authorised representative of the consortium, which organisation shall be responsible for the performance of the Contract.
- A Partnership, all the partners should sign or, alternatively, one only may sign, in which case he must have and should state that he has authority to sign on behalf of the other partner(s).
- A Sole Trader, he should sign and give his name in full together with the name under which he is trading.

PART 3

General Information to Tenderers

3.1 Communication with TDCG Staff

No direct dialogue shall be made with any TDCG employee, particularly those employees who are involved in this Procurement. Any requests for information shall be submitted to the Procurement Services. Address and contact details are supplied in 1.5 above.

3.2 Consortia and subcontractors

The Contracting Authority requires that all professional service providers required to give the service mentioned in Part 1 clause 1.2, create a consortium to conduct the work or by the use of subcontractors. The architect will be the leader of the team and the responsible for the necessary coordination with the members of the consortium/subcontractors to carry out the work and for the delivery of the service.

For the purposes of this ITT, the following terms apply:

- **Consortium arrangement.** Groups of companies come together specifically for the purpose of bidding for appointment as the Service Provider and envisage that they will establish a special contract with the Contracting Authority through the representation of their leader as described in the paragraph above.
- **Subcontracting arrangement.** Groups of companies come together specifically for the purpose of bidding for appointment as the Service Provider, but envisage that one of their number will be the Service Provider, the remaining members of that group will be subcontractors to the Service Provider.

3.3 Warnings and disclaimers

While the information contained in this ITT is believed to be correct at the time of issue, neither the Contracting Authority, its advisors, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this ITT (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Contracting Authority.

If a Tenderer proposes to enter into a Contract with the Contracting Authority, it must rely on its own enquiries and on the terms and conditions set out in the Contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it.

Neither the issue of this ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Contracting Authority (or any other person) to enter into a contractual arrangement.

3.4 Confidentiality

This ITT is made available on condition that its contents (including the fact that the Tenderer has received this ITT) is kept confidential by the Tenderer and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Tenderer to submit a Tender.

Tenderers should be aware that, in compliance with existing or future transparency obligations, the Contracting Authority may routinely publish details of its contract(s), including the contract values and the identities of its suppliers on its website and elsewhere.

3.5 Publicity

No publicity regarding the Services or the award of any Contract will be permitted unless and until the Contracting Authority has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any Tender, its contents or any proposals relating to it without the prior written consent of the Contracting Authority.

3.6 Tenderer conduct and conflicts of interest

Any attempt by Tenderers or their advisors to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly at any time:

- Devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance.
- Enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender.
- Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender.
- Canvass the Contracting Authority or any employees or agents of the Contracting Authority in relation to this procurement.
- Attempt to obtain information from any of the employees or agents of the Contracting Authority or their advisors concerning another Tenderer or Tender.

Tenderers are responsible for ensuring that no conflicts of interest exist between the Tenderer and its advisers, and the Contracting Authority and its advisers. Any Tenderer who fails to comply with this requirement may be disqualified from the procurement at the discretion of the Contracting Authority.

3.7 Contracting Authority's rights

The Contracting Authority reserves the right to:

- Waive or change the requirements of this ITT from time to time without prior (or any) notice being given by the Contracting Authority.
- Seek clarification or documents in respect of a Tenderer's submission.
- Disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT.
- Disqualify any Tenderer that is guilty of serious misrepresentation in relation to its Tender or expression of interest.
- Disqualify any Tenderer following a material change in the matters raised in the tender response.
- Withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis.
- Choose not to award any Contract as a result of the current procurement process.
- Make whatever changes it sees fit to the Timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

3.8 Period during which Tenders are binding

Businesses are bound by their tenders for **60 calendar** days after the deadline for the submission of tenders. In exceptional cases, before the period of validity expires, the Contracting Authority may ask Businesses to extend the period for a specific number of days.

3.9 Alteration or Withdrawal of Tenders

Businesses may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders. No tender may be altered after this deadline.

3.10 Ownership of Tenders

The Contracting Authority retains ownership of all tenders received under this tendering procedure. Consequently, Businesses have no right to have their tenders returned to them.

3.11 Cancellation of the Tender Procedure

In the event of cancellation of the tender procedure, Businesses will be notified in writing of the cancellation by the Contracting Authority and informed of the reasons for cancellation. Cancellation may occur where:

- the tender procedure has been unsuccessful, i.e. no qualitatively or financially worthwhile tender has been received or there is no response at all;
- the economic or technical data of the project have been fundamentally altered;
- exceptional circumstances or force majeure render normal performance of the contract impossible;

- all technically compliant tenders exceed the financial resources available;
- there have been irregularities in the procedure, in particular where these have prevented fair competition.

3.12 Bid costs

The Contracting Authority will not, under any circumstances, be liable for any bid costs, expenditure, work or effort incurred by a Tenderer in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Contracting Authority.