



## **STREET MARKET OPPORTUNITY**

### **Barry Town Centre**

**Licence for 1 year with an option for a further 2 years**



**BIDS INVITED FROM INTERESTED PARTIES**

**Ref: VOG/STREETMARKET/2022**

**Closing date: 12:00 noon 22 August 2022**

This document is available in Welsh / Mae'r ddogfen hon ar gael yn Gymraeg

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## **1 Introduction**

The Vale of Glamorgan Council (“the Council”) wishes to enter into a licence agreement(s) with an experienced and capable operating partner(s) to establish, manage, operate and grow street market provision in Barry Town Centre at King Square (Allotted Area A - attached at Appendix A) and Holton Road pedestrianised area (Allotted Area B - attached at Appendix B).

The licence agreement(s) will be issued for a 1 year period with the option, at the sole discretion of the Council, to extend for a further 2 years.

You are invited to tender for this opportunity.

## **2 Background**

### **2.1 Policy Context**

Welsh Government’s Transforming Towns Programme was launched in January 2020 to address the decline in town and city centres and the reduced demand for high street retail. The focus of the Programme is the sustainable growth of towns and cities, and their transformation into places of living, working, learning and leisure.

Transforming Towns has adopted the Town Centre First Principle, and the Council as a local authority partner of Welsh Government will put the health and vibrancy of our towns centres as the starting point when it comes to making decisions around location investment and strategies.

A Welsh Government commissioned best practice guide for street markets was published in May 2021 and can be found here:

<https://www.urbanfoundry.co.uk/wp-content/uploads/urban-foundry-markets-guide.pdf>

Bidders are required to have regard to the best practice guide when preparing their tender for submission.

### **2.2 The Council’s Objectives**

The Council’s ambition is to make Barry Town Centre vibrant, relevant and vital to the communities it serves.

The coronavirus pandemic has accelerated structural change in the Town Centre, such as the closure of national retailers and bank branches, and trends such as declining footfall.

Whilst several new independent shops have opened during the pandemic and Transforming Towns capital funding has improved the streetscape to some extent, there remains a lack of confidence from traders and consumers in the area. This is not seen elsewhere in the Vale on the same scale.

The Council has identified a number of key objectives for this investment. It must:

- i. add value and vibrancy to the Town Centre;
- ii. complement existing retail activities within the Town Centre;
- iii. increase footfall for the benefit of Town Centre businesses;
- iv. encourage a vibrant and diverse street market experience with a high-quality offer for residents and visitors alike; and,
- v. improve perceptions of the Town Centre.

### **3 Scope**

#### **3.1 The Allotted Areas**

The Council has identified two areas suitable for street market activities in Barry Town Centre, namely King Square (Allotted Area A) and Holton Road pedestrianised area (Allotted Area B). The Council is willing to consider tenders which relate to:

- i. King Square (Allotted Area A) only;
- ii. Holton Road pedestrianised area (Allotted Area B) only; and,
- iii. both King Square (Allotted Area A) and Holton Road pedestrianised area (Allotted Area B).



*Photo 1: Allotted Area A - King Square (also refer to Appendix A)*



*Photo 2: Allotted Area B - Holton Road pedestrianised area (also refer to Appendix B)*

### **3.2 Licence Agreement**

The Council intends to initially award contracts for street market provision on a licence basis for a 1 year period with the option, at the sole discretion of the Council, to extend for a further 2 years. Under this arrangement the Council will require a fee (exclusive of all rates, taxes and other outgoings that may be levied). However, this is the lesser consideration (refer to Clause 4.1 Evaluation Basis).

This is an opportunity for an operating partner(s) who has the time, resource and expertise to develop the potential of street market provision in Barry Town Centre. Our operating partner(s) will be required to establish, manage, operate and grow the appeal of a sustainable high quality street market that may incorporate general market stalls but also has an emphasis on food, craft/artisan/self-produced and speciality goods. This list is not exhaustive, and other event-based activities hooking into key calendar dates and pushing the Shop Local agenda will be considered subject to suitability.

The operating partner(s) must work with and benefit existing retailers to add value to the Town Centre with the aim of bringing in additional visitors.

The operating partner(s) shall comply with all statutory and licensing requirements, regulations, by-laws, planning and any other legal requirements or consents applicable or arising because of the granting of the licence.

The licence agreement shall contain operating terms and conditions (see Clause 3.3 below) as the Council's Head of Legal Services may, at her discretion, consider necessary for the protection of the Council's interests or the management of the street market.

### **3.3 Operating Terms**

During the term of the licence agreement the operating partner(s) shall at all times perform and observe the following operating terms and conditions within the Allotted Areas. **The list is not exhaustive** and may be altered at the discretion of the Council's Head of Legal Services as necessary for the protection of the Council's interests or the management of the street market:

- i. The Licence is personal to the operating partner(s) and is not in any circumstances transferable by the operating partner(s) to any other person, firm or company;
- ii. Be responsible for the Council's Surveyor's and Legal fees in respect of the granting of the licence agreement;
- iii. It does not and is not intended to create or grant to the operating partner(s) any estate or interest in the Allotted Areas or to give rise to the relationship of landlord and tenant between the parties to the licence agreement;
- iv. Keep the Allotted Areas attended by an Appointed Representative during the Appointed Hours on each Market Day;
- v. Observe all Acts of Parliament and all regulations and bye-laws of the Council and other official bodies relating to the sale of goods and trading;
- vi. The sale or display for sale of all approved goods will be authorised by the Council;
- vii. Approved goods means foodstuffs, clothing, china, bedding, haberdashery, stationery, beauty products, jewellery, craftwork, household and horticultural products. The sale of legal high or drug paraphernalia will not be permitted. The sale of alcohol may be permitted at the discretion of the Council, however the consumption of alcohol will not be permitted within the Allotted Areas;
- viii. Offer for sale goods of quality at reasonable prices and maintain a good selection and an adequate stock;
- ix. The Council will have absolute authority to demand the removal of items from the market which are considered sub-standard or excessive in number;
- x. Not to cause any damage to the Allotted Areas or to any adjacent properties;
- xi. Ensure that stalls are positioned in a layout approved by the Council and in so doing comply with the requirement to provide a clear passage measuring 3.7 metres in width throughout the Allotted Areas to enable the passage of emergency vehicles;
- xii. Ensure that no goods are offered for sale from any passageway, highway or other place outside the limits of the Allotted Areas;
- xiii. Ensure that stalls are so positioned that they are not adjacent to or in competition with shops providing the same or similar trade or service;
- xiv. Keep the Allotted Areas and the highways, passages and areas of land immediately adjacent to the Allotted Areas clean and tidy at all times to the satisfaction of the Council;
- xv. Not to allow any vehicle within the Allotted Areas during the Appointed Hours on each Market Day without the prior consent of the Council;
- xvi. Ensure that all stallholders' vehicles are parked legally and within the confines of the car park areas in the Town Centre;

- xvii. No vehicle shall be parked at any time so as to block or hinder any emergency access or exit or access to any other property;
- xviii. No vehicle shall be parked at any time on any part of the Allotted Areas save for unloading and loading of stock;
- xix. Not to cause any nuisance or inconvenience to occupiers of adjoining properties;
- xx. Generators will not be permitted under any circumstances within the Allotted Areas;
- xxi. All stalls are to be provided at the expense of the operating partner(s) and to be of a standard and design to be agreed by the Council;
- xxii. All erection, dismantling, storage and transportation costs are to be borne by the operating partner(s);
- xxiii. Hold valid employer's liability insurance and public indemnity insurance in respect of the operating partner(s)'s use of the Allotted Areas;
- xxiv. Indemnify the Council against all and any claims or demands (whenever made) and all costs and expenses incurred by the Council relating to or arising out of the use of the Allotted Areas by the operating partner(s) and stallholders;
- xxv. Indemnify the Council against any claims which may at any time be made against the Council in relation to the Allotted Areas (including any claim made by any of the operating partner(s)'s employees) or any user of the Allotted Areas arising wholly or in part from any act or omission of the operating partner(s) or stallholders;
- xxvi. Ensure that a register of the stallholders is maintained and that the stallholders have public indemnity insurance before allowing them access to the Allotted Areas;
- xxvii. The Council reserves the right to ensure that stallholders comply with the trading conditions specified by the Council and should any stallholder fail to comply with the said trading conditions the Council reserves the right to demand the removal of such stallholder from the Allotted Areas;
- xxviii. Observe and comply with all Fire Regulations and directions as specified by the Local Fire Authority or required by statute;
- xxix. Observe and comply with all regulations and all requirements of the Health and Safety at Work etc. Act 1974 and also any other regulations relating to employees of the operating partner(s) as far as they relate to the Allotted Areas and the business of the operating partner(s);
- xxx. Observe and comply with any and all UK and Welsh Government regulations, guidelines and instructions in respect of Covid 19 Health and Safety measures;
- xxxi. All refuse is to be disposed of by the operating partner(s) at a legal disposal point or transferred to a licensed waste carrier in accordance with Section 34 of the Environmental Protection Act 1990;
- xxxii. Keep the Allotted Areas clean and tidy and in so far as possible recycle metal cans, cardboard and other materials suitable for recycling;

- xxxiii. Ensure all signage and information etc. is bilingual and will support the Council in its obligations under the Welsh Language Act; and,
- xxxiv. Always allow the Council access for the purpose of site inspections, paperwork checks or other necessary visits associated with street market activities.

### **3.4 The Council's Environment and Values**

The Council actively promotes social inclusion and local investment and is interested to know what Community Benefits can be realised in association with this investment. Bidders are encouraged to review the Community Benefits guide on the Welsh Government's website:

<https://gov.wales/sites/default/files/publications/2019-09/community-benefits-helping-suppliers-deliver-maximum-value-for-the-welsh-pound.pdf>

To ensure a full understanding of the Council's environment, bidders are encouraged to review the following documents:

- i. Corporate Plan 2020-2025 (follow link):

<https://www.valeofglamorgan.gov.uk/Documents/Our%20Council/Achieving%20our%20vision/Corporate-Plan/Corporate-Plan-2020-25/Corporate-Plan-2020-2025.pdf>

- ii. Climate Change Challenge Plan (follow link):

<https://www.valeofglamorgan.gov.uk/Documents/Our%20Council/Achieving%20our%20vision/Consultation/Project-Zero-Challenge-Plan.pdf>

- iii. Procurement Policy and Strategy (follow link):

<https://www.valeofglamorgan.gov.uk/Documents/Our%20Council/Council/Finance/Procurement/Procurement-Policy-and-Strategy.pdf>

- iv. Contracts Procedure Rules (follow link):

[https://www.valeofglamorgan.gov.uk/Documents/\\_Committee%20Reports/Committee%20Information/Constitution/August-2021/Section-17.pdf](https://www.valeofglamorgan.gov.uk/Documents/_Committee%20Reports/Committee%20Information/Constitution/August-2021/Section-17.pdf)

- v. Equality Policy (follow link):

<https://www.valeofglamorgan.gov.uk/Documents/Our%20Council/Equal%20Opportunities/Equality-Policy-E-2015.pdf>

- vi. Welsh Language Promotional Strategy (follow link):



<https://www.valeofglamorgan.gov.uk/Documents/Our%20Council/Equal%20Opportunities/Welsh%20Language/Welsh-Language-Promotion-Strategy-Final.pdf>

### 3.5 Clarification

Bidders may request clarification on this Invitation to Tender by contacting David Williams (Email: [dcwilliams@valeofglamorgan.gov.uk](mailto:dcwilliams@valeofglamorgan.gov.uk)) prior to the deadline for submitting tender bids of 12:00 noon 22 August 2022.

It is advisable that any person wishing to submit a tender, should visit Barry Town Centre (Holton Road).

## 4 Award Criteria

### 4.1 Evaluation Basis

Tender responses will be evaluated on the basis of 80% quality and 20% fee bid (paid to the Council). Quality comprises the proposal for meeting our “Detailed Requirements” of Clause 5 and will be scored as follows:

- i. statement of intent / vision at 35%;
- ii. business and operating plan at 35%;
- iii. marketing 30%;
- iv. completed Modern Slavery questionnaire (scored as Pass or Fail);
- v. community benefits (scored Pass or Fail);
- vi. insurance (scored as Pass or Fail); and,
- vii. financial standing (scored as Pass or Fail). Please note that the Council uses a credit reference agency to determine the financial standing of bidders. Results are on a Pass or Fail basis.

Failure at questions scored as Pass or Fail will result in failure of the entire submission, regardless of other scores.

Community Benefits will not be scored numerically, but a positive response will indicate the bidder’s understanding of and support for the Council’s values.

The Contract will be awarded to the most economically advantageous tender response.

Bidders acknowledge that the Council is not obliged to accept the highest fee bid or any tender response.

### 4.2 Scoring

The following methodology will be used to evaluate the tender responses.

Score Key Assessment	Score	Interpretation
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Excellent	10	<p><b>Satisfies the requirements with material additional benefits.</b></p> <p>Demonstrates exceptional understanding in the methodology of their ability to deliver a solution for the required supplies, services or works. The response identifies factors that strongly indicate an offer of added value, with evidence to support their response. Bidder has fully recognised the Council's Corporate Plan.</p>
Excellent	9	<p><b>Satisfies the requirement with some additional benefits.</b></p> <p>Demonstrates good understanding in the methodology of their ability to deliver a solution for the required supplies, services or works. The response identifies factors that strongly indicate an offer of added value, with evidence to support their response. Bidder has fully recognised the Council's Corporate Plan.</p>
Good	8	<p><b>Satisfies the requirement with minor additional benefits.</b></p> <p>Demonstrates well above average understanding in the methodology of their ability to deliver a solution for the required supplies, services or works. The response identifies factors that indicate an offer of potential added value, with evidence to support their response. Bidder has recognised the Council's Corporate Plan</p>
Good	7	<p><b>Satisfies the requirement with additional benefits.</b></p> <p>Demonstrates slightly above average understanding in the methodology of their ability to deliver a solution for the required supplies, services or works. The response identifies factors that indicate an offer of potential added value, with evidence to support their response. Bidder has recognised the Council's Corporate Plan</p>
Acceptable	6	<p><b>Satisfies the requirement.</b></p> <p>Demonstrates an understanding in the methodology of their ability to deliver a solution for the required supplies, services or works. The response identifies factors that may indicate an offer of added value, with evidence to support their response. Bidder has shown some recognition of the Council's Corporate Plan</p>
Acceptable	5	<p><b>Satisfies the requirement.</b></p> <p>Demonstrates some understanding in the methodology of their ability to deliver a solution for the required supplies, services or works, with evidence to support their response. Bidder has shown partial recognition of the Council's Corporate Plan</p>

Some Reservations	4	<b>Just satisfies the requirement with reservations.</b> Demonstrates limited understanding in the methodology of their ability to deliver a solution for the required supplies, services or works, with limited evidence to support their response. The Bidder demonstrates little recognition of the Council's Corporate Plan.
Minor Reservations	3	<b>Just satisfies the requirement with minor reservations.</b> Demonstrates limited understanding in the methodology of their ability to deliver a solution for the required supplies, services or works, with very limited evidence to support their response. The Bidder indicates little recognition of the Council's Corporate Plan.
Numerous Reservations	2	<b>Only Just satisfies the requirement with a number of reservations.</b> The proposed methodology raises a number of reservations of the Bidder's understanding and ability to deliver a solution for the required supplies, services or works, with extremely limited evidence to support the response The Bidder indicates little recognition of the Council's Corporate Plan.
Serious Reservations	1	<b>Only Just satisfies the requirement with major reservations.</b> The proposed methodology raises a number of major reservations of the Bidder's understanding and ability to deliver a solution for the required supplies, services or works, with little or no evidence to support the response The Bidder shows no recognition of the Council's Corporate Plan.
Unacceptable/Non-compliant	0	<b>Does not satisfy the requirements.</b> Does not comply, provides insufficient information to demonstrate the understanding or ability to deliver a solution for the required supplies, services or works, with no evidence to support the response The Bidder shows no recognition of the Council's Corporate Plan.

### 4.3 Bidder Presentations

As part of the evaluation process, some or all of the bidders may be interviewed by the Council, and the results of that interview may affect the tender response scores. The Council will not be responsible for any costs incurred by any bidder in undertaking such an interview.

## 5 Detailed Requirements

In addition to the above Clauses (particularly Clause 3.3), bidders are required to have regard to the following requirements in their tender response.

### **5.1 Statement of Intent / Vision**

- i. provide a statement of intent to demonstrate their ability to establish, manage, operate and grow the street market;
- ii. provide a vision and outline proposal for the Allotted Areas including the Community Benefits that can be realised;
- iii. provide details of experience with respect to specific aspects of this opportunity and/or comparable situations;
- iv. provide a clear management structure and details of how the street market will be managed including meeting any statutory requirements; and,
- v. provide the names of all personnel who would be involved and the skills and experience they will bring.

### **5.2 Business and Operating Plan**

- i. undertake, at its own cost, stall provision and any associated installation and set up at the Allotted Area(s);
- ii. provide street market activities for 1 year, with the option to extend for a further 2 years (at the Council's absolute discretion);
- iii. provide details of how the street market will be operated;
- iv. provide an indicative Programme/Timeline for the physical and financial delivery of the street market;
- v. provide forecasts of operating costs and revenue; and,
- vi. identify the investment they will be making, both initially and on an ongoing basis (this may be contractually obligated).

### **5.3 Marketing**

- i. develop and initiate a suite of marketing activities and ensure that they complement the Council's events calendar;
- ii. ensure all marketing information etc. is bilingual and will support the Council in its obligations under the Welsh Language Act;
- iii. market and actively promote the street market activities/events, accommodating the needs of existing Town Centre businesses, residents and visitors alike; and,
- iv. undertake regular customer feedback surveys, report the results to the Council in a timely manner and respond appropriately to survey results.

### **5.4 General**

- i. attend meetings with the Council's representative(s) as requested to review progress and consider opportunities for improvement;
- ii. ensure that all staff adhere to the Council's "No Smoking" policy whilst on Council premises;
- iii. comply with the Council's Procurement Policy and Strategy and Contracts Procedure Rules;

- iv. ensure the street market activities are undertaken in a competent and safe manner and adhere to Health and Safety legislation, guidance and relevant Council policies and procedures and take reasonable care for the health and safety of himself and other persons who may be adversely affected by his acts or omissions;
- v. immediately advise the Council of any serious health and safety incident;
- vi. comply with all statutory obligations under the Equality Act 2010 and operate in a non-discriminatory manner; and,
- vii. hold valid Public Liability and Employer's Liability Insurance. The Council's current minimum insurance thresholds are £5m public liability and £10m employers' liability.

## **6 Tender Conditions and Information Required**

All bidders will be subject to the conditions set out in this document and the document entitled "Conditions of Tender for Bidders" attached at Appendix C. Offers made subject to additional or alternative conditions may not be considered and may be rejected.

Bidders submitting their tender for this opportunity must include:

- i. completed Appendix D, Form of Tender (must be signed by the individual(s) with the appropriate authority to make the commitment);
- ii. completed Appendix E, Fee Bid paid to the Council (must be signed by the individual(s) with the appropriate authority to make the commitment);
- iii. written statement that explains how you would meet the Detailed Requirements of Clause 5 above;
- iv. contact details for two (2) relevant and recent referees;
- v. completed Appendix F, Modern Slavery questionnaire; and,
- vi. proof of Employer's Liability and Public Liability Insurance.

Tenders must be completed in English or Welsh, and the fee bid (paid to the Council) must be in sterling. The fee bid must be exclusive of all rates, taxes and other outgoings that may be levied.

Fee bid containing clauses such as "subject to fluctuation" or "those ruling at the date of delivery" will not be accepted.

Tenders must be open for acceptance for a period of 90 days from the closing date for receipt of Tenders.

**NOTE: If a bidder requires any exclusivity, then please ensure you confirm this in your tender.**

## **7 Deadline & Address for Submitting Bids**

The strict deadline for submitting tender bids is **12:00 Noon 22 August 2022.**

The tender must be submitted in an envelope marked with **"Street Market Opportunity, Barry Town Centre Tender"** on the outside. The envelope

must be securely sealed and must NOT bear any distinguishing matter or mark identifying the sender/bidder.

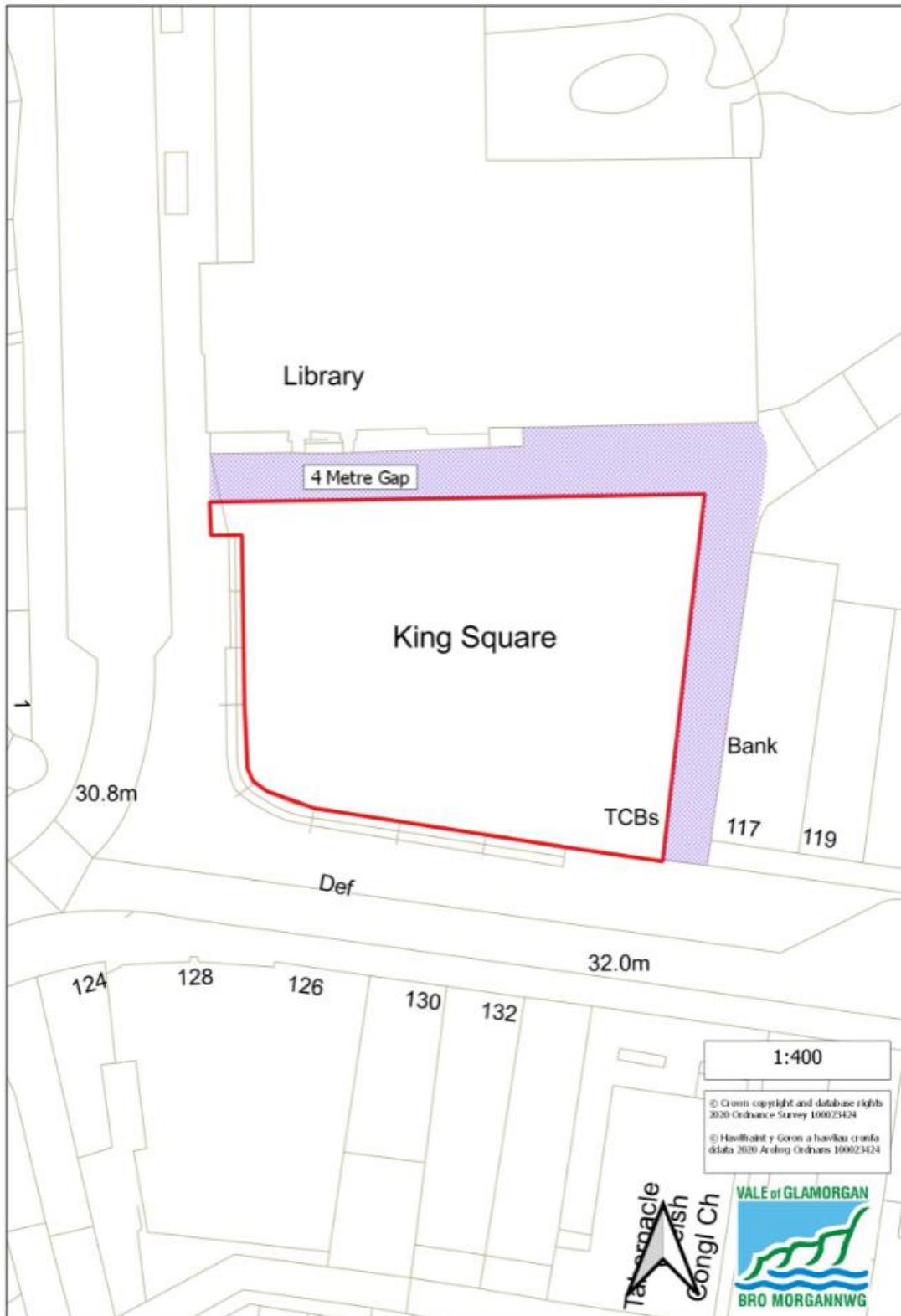
For the avoidance of doubt **no bids will be accepted which have been submitted by e-mail.**

Tenders should be submitted in full and in the aforementioned manner (either by hand or by post) to:

The Head of Legal Services,  
The Vale of Glamorgan Council  
Civic Offices  
Holton Road  
Barry CF63 4RU.

## Appendix A

### Allotted Area A - King Square (indicative boundary)



# Appendix B

## Allotted Area B - Holton Road pedestrianised area (indicative boundary)





## Appendix C Conditions of Tender for Bidders

### General

1. Offers made subject to additional or alternative conditions may not be considered and may be rejected.
2. Each bidder agrees that its proposal is submitted on the terms and conditions set out in the tender document supplied, any associated documentation and this document.
3. The bidder agrees that if successful, it will ensure that all employees, servants, agents, contractors or any persons wholly or partly under its control ("Bidder's Personnel") associated with this project adhere to the Council's Safety Conditions, Alcohol and Drugs Policy and Health, Safety and Environmental Policy. All Bidder's Personnel will adhere to the Council's No Smoking Policy whilst on Council premises. Copies of these documents are available upon request.
4. Bidders, by submitting a tender, confirm that they understand and agree to the nature and extent of their obligations if their Tender is accepted.
5. The Form of Tender supplied with the documents must be signed by the individual(s) with the appropriate authority to make the commitment. The bidder shall produce documentary evidence of such authorisation to the Council if requested.
6. The Council does not bind itself to accept the highest fee bid or any Tender and reserves the right to accept any Tender either in whole or in part.
7. The Council is a public body for the purposes of the Freedom of Information Act and other related access legislation. Accordingly, third parties may request copies of documentation held by the Council pursuant to rights granted to them under various access regimes. Section 21(1) of the Public Contracts Regulation 2015 provides "A contracting authority shall not disclose information which has been forwarded to it by an economic operator and designated by that economic operator as confidential."

Accordingly, if your organisation wishes to rely upon the above provision, please describe those parts of your tender you regard as confidential and set out your reasons why in your tender submission. Please note that it is the Council that is responsible for determining whether a bidder has reasonably designated the information as confidential. Bidders are advised that even if they have designated the information as confidential, the Council may not necessarily agree and the information may be released to a third party if the Council deems it appropriate. Further, some information is required to be made public under other legislative requirements from time to time in force and organisations are asked to note this.

### Form of Contract

8. Any successful bidder will be required to execute a contract with the Council. The form of contract will be subject to approval by the Council's Head of Legal Services.

9. No binding contract will exist until the Council and the chosen bidder execute and deliver a formal contract.

#### Costs

10. Bidders are responsible for obtaining all information necessary for the preparation of their respective tenders and all costs, expenses and liabilities incurred by any bidder in connection with the preparation and submission of a proposal or tender shall be borne by that bidder.
11. A bidder shall be deemed to have full knowledge of the liability to be incurred by reason of the Tender and shall not, after acceptance by the Council, be entitled to increase any prices or change any terms on the grounds that an error has been made or withdraw the Tender by reason of not having made enquiries which any prudent bidder would have made prior to responding to the Tender or for any other reason.
12. Bidders shall take all reasonable care in the preparation and submission of a Tender and acknowledge that the Council may rely upon the representations made in the Tender.
13. All payments and royalties that may be payable shall be included in the prices detailed in the Tender and will be paid by the bidder to the relevant persons.
14. The Council shall not be responsible for or pay any costs, expenses or losses incurred by any bidder or would be bidder who fails to tender, in the preparation of their Tender.

#### Submission

15. Fee bids must be in sterling and must relate to all elements included in the proposal. All fee bids submitted by bidders must be exclusive of all rates, taxes and other outgoings that may be levied.
16. Tenders containing clauses such as “prices subject to fluctuation” or “those ruling at the date of delivery” will not be accepted.
17. All documents requiring a signature must be signed by an individual with the appropriate authority to make the commitment.
18. Non-adherence to any of the above procedures may lead to disqualification.
19. The Council may, at its absolute discretion, extend the closing date above. Any such extension shall apply to all bidders.

#### Notification of Selection

20. All bidders responding to this document will be notified of the outcome of the Council's evaluation of their proposals.
21. A bidder shall be deemed (for all purposes connected with the Invitation to Tender and any contract awarded as a result) to have carried out all research, investigation and enquiry which can reasonably be carried out and to have satisfied itself as to the nature, extent, volume and character of the Council's requirements in the context of and as described in this Invitation to Tender. No bidder shall have any claim whatsoever against the Council in respect of such matters and in particular (but without

limitation) the Council shall not make any payments to the bidder save as expressly provided for in any formal contract made pursuant to this Invitation to Tender.

#### Confidentiality of Invitation to Tender

22. This Invitation to Tender, the fact that a bidder has been invited to tender, and all other documentation issued by the Council relating to the Tender (“the Tender Documents”) shall be treated by the bidder as private and confidential for use only in connection with the tender and any resulting contract and shall not be disclosed (save as may be required by law) in whole or in part to any third party without the prior written consent of the Council.
23. The Tender Documents and all copies of the same are and shall remain the property of the Council (whether or not the Council shall have charged a fee for the supply of such documents) and shall not be copied or reproduced in whole or in part and shall be returned to the Council forthwith upon demand.
24. If a prospective bidder decides not to respond to this Invitation to Tender, then the bidder is required to return the whole document unmarked to the Council by the date and time set for receipt of tenders.
25. Bidders may copy and disclose the Tender Documents to their professional advisers solely for the purpose of assisting in the preparation of a tender submission in response to this Invitation to Tender.

#### Collusion and Canvassing

26. Any proposal submitted by any bidder in respect of which the bidder:
  - i. fixes or adjusts prices and rates shown in its proposal by or in accordance with any agreement or arrangement with any other person or by reference to any other proposal or communicates to any person other than the Council the amount or approximate amount of the prices and rates shown in its proposal except where such disclosure is made in confidence, in order to obtain quotations necessary for the preparation of the proposal or for the purposes of financing or insurance; or
  - ii. enters into any agreement with any other person that such person shall refrain from submitting a proposal or shall limit or restrict the prices to be shown by any other bidder in its proposal; or
  - iii. offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having cause to be done in relation to any other tender or any other person’s proposal any act or omission; or
  - iv. in connection with the award of the contract commits an offence under the Bribery Act 2010 or gives any fee or reward, the

receipt of which is an offence under sub-Section (2) of Section 117 of the Local Government Act 1972; or

- v. indirectly canvasses any member or officer of the Council concerning the acceptance of any proposal or who has directly or indirectly obtained or attempted to obtain information from any such member or officer concerning any other bid or proposal submitted by any other,

shall be rejected by the Council provided always that such rejection shall be without prejudice to any other civil remedies available to the Council or any criminal liability of the bidder.

### Bidder's Warranty

27. In submitting a proposal a bidder warrants to the Council that:

- i. it has not engaged in any of the acts or matters referred to in Clause 26 and has complied in all respects with these tendering requirements;
- ii. all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the bidder or its operatives in connection with or arising out of the Tender Documents (together with any proposal) are true, complete and accurate in all respects;
- iii. it has made its own investigations and research, has satisfied itself in respect of all matters relating to the Tender Documents and that it has not submitted any proposal and will not have entered into any contract envisaged by the Tender Documents ("the Contract") in reliance upon any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by the Council;
- iv. it has full power and Council to enter into the Contract and to make the provision required by the Invitation to Tender and will, if requested, produce evidence of such to the Council;
- v. it is of sound financial standing and the bidder and its directors, partners, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the bidder's proposal) which may adversely affect its financial standing in the future;
- vi. it will procure and will have sufficient working capital, skilled staff, equipment, machinery and other resources available to carry out the Contract in accordance with its terms.

### Disclaimer

28. Any and all documentation and other written or oral information provided or made available by the Vale of Glamorgan Council has been prepared in good faith but does not purport to be comprehensive or to have been independently verified.

29. To the full extent permitted by law the Vale of Glamorgan Council does not accept liability or responsibility for the adequacy, accuracy or completeness of the Tender Documents or with respect to any other written or oral information provided or made available to the bidder.

#### Legislation

30. In submitting a response to this Tender, the bidder acknowledges full compliance with all UK and European Legislation relevant to the goods, services and works being proposed.

#### Freedom of Information

31. The Council shall not be in breach of the provisions of Tender Documents or the Contract where it can show that any disclosure of Information is made solely and to the extent necessary to comply with the Freedom of Information Act 2000 ("the Act") or the Environmental Information Regulations 2004 ("the Regulations") or any legislation of a like kind from time to time in force. To the extent permitted by the time for compliance under the Act or the Regulations, the Council shall consult a bidder where the Council is considering the disclosure of Information under the Act or the Regulations and , in any event, shall provide prior notification to the bidder of any decision. Whether or not to disclose Information in order to comply with the Act or the Regulations is a matter in which the Council shall exercise its own absolute discretion, subject always to the provisions of the Act or the Regulations.
32. "Information" means any information in any written or other tangible form disclosed to one party by or on behalf of the other party under or in connection with the Tender Documents or the Contract.

**Appendix D Form of Tender**

**Street Market Opportunity, Barry Town Centre  
(VOG/STREETMARKET/2022)**

To the Vale of Glamorgan Council.

Having examined the Invitation to Tender and ancillary documents for the above Works and having examined the Council's Contracts Procedure Rules I/We offer to provide Services set out in the Tender in accordance with the said Invitation to Tender for the amount specified in the fee bid.

I/We agree that the tender shall be on a firm price basis and will not be subject to any adjustment.

We further agree that we shall keep this offer open for acceptance by the Council for ninety (90) days from the closing date for receipt of tenders.

I/We further agree that I/We will not communicate, under any circumstances, to any person other than the Council the amount of our proposed tender.

I/We further agree that I/We will not adjust the amount of the proposed tender in accordance with any agreement or arrangement with any person other than the Council.

We enclose herewith the following tender documents and associated information.

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 proposed tender for the Works and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertaken that I/We will not in 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 Works and we will procure that no person employed by me/us or acting on my/our behalf will do any such act.

Dated this .....day of .....2022

Authorised Signature

.....

Name (please print)

.....

Company Name

.....

**Appendix E Fee Bid**

**Street Market Opportunity, Barry Town Centre  
(VOG/STREETMARKET/2022)**

**Fee Bid (exclusive of all rates, taxes and other outgoings that may be levied)**

Company Name:

.....

<b>Allotted Areas</b>	<b>Fee Bid (£)</b>
Allotted Area A (King Square) only	
Allotted Area B (Holton Road pedestrianised area) only	
Both Allotted Area A & Allotted Area B	
Total	

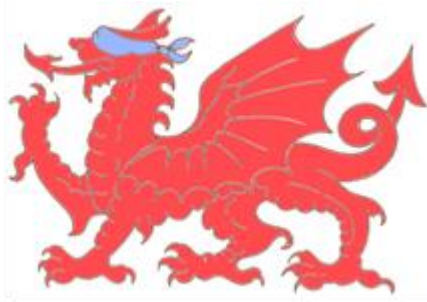
Authorised signature

.....

Name (please print)

.....

## Appendix F Modern Slavery Questionnaire



### Modern Slavery

Modern slavery is a serious crime. It encompasses slavery, servitude, and forced or compulsory labour and human trafficking. Bidders are encouraged to review information on the following website before responding to this section.

<http://gov.wales/topics/improvingservices/better/vfm/code-of-practice/?lang=en>

- 1 Are you a relevant commercial organisation as defined by Section 54 (“Transparency in Supply Chains etc.”) of the Modern Slavery Act 2015 (“the Act”)?

Yes/No

- 2 If you have answered “Yes” to question 1, are you compliant with the annual reporting requirements contained within Section 54 of the Act?

Yes/No

If Yes, please provide the relevant URL to view the statement.

If No, please explain why.

- 3 What steps have you taken, or do you plan to take to tackle potential modern slavery and human rights abuses within your organisation and supply chains?

- 4 Can you confirm you are not subject to any ongoing investigations or charges in relation to modern slavery and/or human rights abuses?

Yes/No

If no, you cannot confirm this, what steps are you taking in consequence?



- 5 Can you confirm you are not aware of any ongoing investigations or charges within your supply chain in relation to modern slavery and human rights abuses?

Yes/No

If no, you cannot confirm this, what steps did you take or are you taking in consequence of that finding?

- 6 Are all workers free to leave to find work elsewhere?

Yes/No

- 7 Can you confirm that workers' passports are not retained?

Yes/No

- 8 If you are aware of or suspect illegal practices relating to slavery, please report them to the police.