

Repainting of Huer's Hut, Newquay

PART A: Low Value Request for Quotation (less than £25,000)

Background, Instructions and Conditions of Tender

Suppliers should read this document first.

QUOTATION REFERENCE: RFQ-001-26

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SECTION 1 – INTRODUCTION TO THE COUNCIL

Background

1.1 In statistics

1.1.1 The Client for this Project and in effect Contracting Authority is Newquay Town Council. Newquay Town Council consists of 20 elected members (councillors) supported by the Town Clerk, Service Managers and staff who represent different areas of Newquay. The 20 elected members represent the wards of; Porth & Tretherras, Central & Pentire, Whipsiderry and Trenance.

1.1.2 The Council provides a wide range of facilities including parks, allotments, library services, public realm CCTV, community events, public conveniences, tourist information, grants and community donations, community space and retail units.

1.2 Further information can be found here: www.newquay.gov.uk

Introduction

- 1.1. This Procurement is being conducted in accordance with the Procurement Act 2023 (“the Act”) as a below threshold quotation. This document describes how the Procurement will be conducted, including details of the associated Procurement timetable the process and award criteria and how to respond to this opportunity. Suppliers are strongly encouraged to read this document before preparing their submission.
- 1.2. **Please read this document carefully, as failure to comply with this document may result in exclusion from the Procurement and / or the rejection of any submission.**
- 1.3. This document should be read in conjunction with the relevant Notice and any other Procurement documents which have been made available at this stage of the Procurement.
- 1.4. The Council reserves the right to issue updated versions of this document to Suppliers as and when the need arises, together with any changes to the Procurement or any other new information.
- 1.5. Common terms and expressions shall have the meanings ascribed to them in the glossary of terms.
- 1.6. All references to dates and times within this document shall be interpreted in accordance with the United Kingdom time zones (i.e. GMT/BST).

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SECTION 2 - OVERVIEW OF THE COUNCIL'S REQUIREMENT (KEY INFORMATION)

General requirements

- 2.1. The Council invites Quotations in response to this Request for Quotations (RFQ) from suitably qualified suppliers ("Suppliers") for the repainting of the Huer's Hut monument in Newquay (Grade 2 Listed). All works must be sympathetic to historic fabric and comply with conservation principles.
- 2.2. This document outlines the scope of work and requirements for repainting of the monument. The primary objective is to provide a refresh of the monument whilst ensuring the structural integrity is maintained and weather resistant as much as practicable.
- 2.3. For full details of the specification requirements can be found below:

Purpose of the Exercise

The key aims of this exercise are:

- Repair, update, and repaint external and internal surfaces using heritage-approved, breathable, non-toxic materials that preserve the structure's character while improving durability against coastal weather and visitor traffic.

General Conservation Principles:

- Preserve Original Fabric: No removal of historic lime masonry unless structurally unsound.
- Use Compatible Materials: All coatings and fillers must be heritage-approved, breathable, and environmentally friendly.
- Document Works: Full photographic and written documentation at each stage for conservation records.
- Minimal Intervention: Repairs should be localised and avoid altering original design features.

Scope of Works

External Elements

Chimney:

- Prep surface with fixative/primer.
- Apply mineral paint finish (2 coats).

Roof Sectioning:

- Repair degraded lime areas with high-grade waterproof masonry cement (sponge finish).
- Apply quartz filler where needed.

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- Primer and mineral paint finish (2 coats).

Edge Coursing & Castellations:

- Retain existing lime coverage.
- Primer and mineral paint finish (2 coats).

Steps & Entrance:

- Repair worn lime areas with waterproof masonry cement.
- Apply quartz filler where required.
- Primer and mineral paint finish (2 coats).

Ground Level External:

- Maintain weed-free surface.

Window Openings:

- Primer + mineral paint finish (2 coats).

Internal Elements

Walls, Ceiling & Fireplace:

- Prep with fixative/primer.
- Mineral paint finish (2 coats).

Greening/Damp Areas:

- Clean with water and brush.

Black Iron Bars:

- Prime and apply durable black stain-blocker paint.

Materials

- Armour Coat System: Modern breathable, quartz-based coating over existing lime masonry for enhanced durability.
- Mineral Paints: Heritage-approved, non-toxic, weather-resistant.
- Fixatives/Primers: Compatible with lime and quartz systems.
- Masonry Cement: High-grade waterproof type for localised repairs.

Recommended products can be found within Appendix 1.

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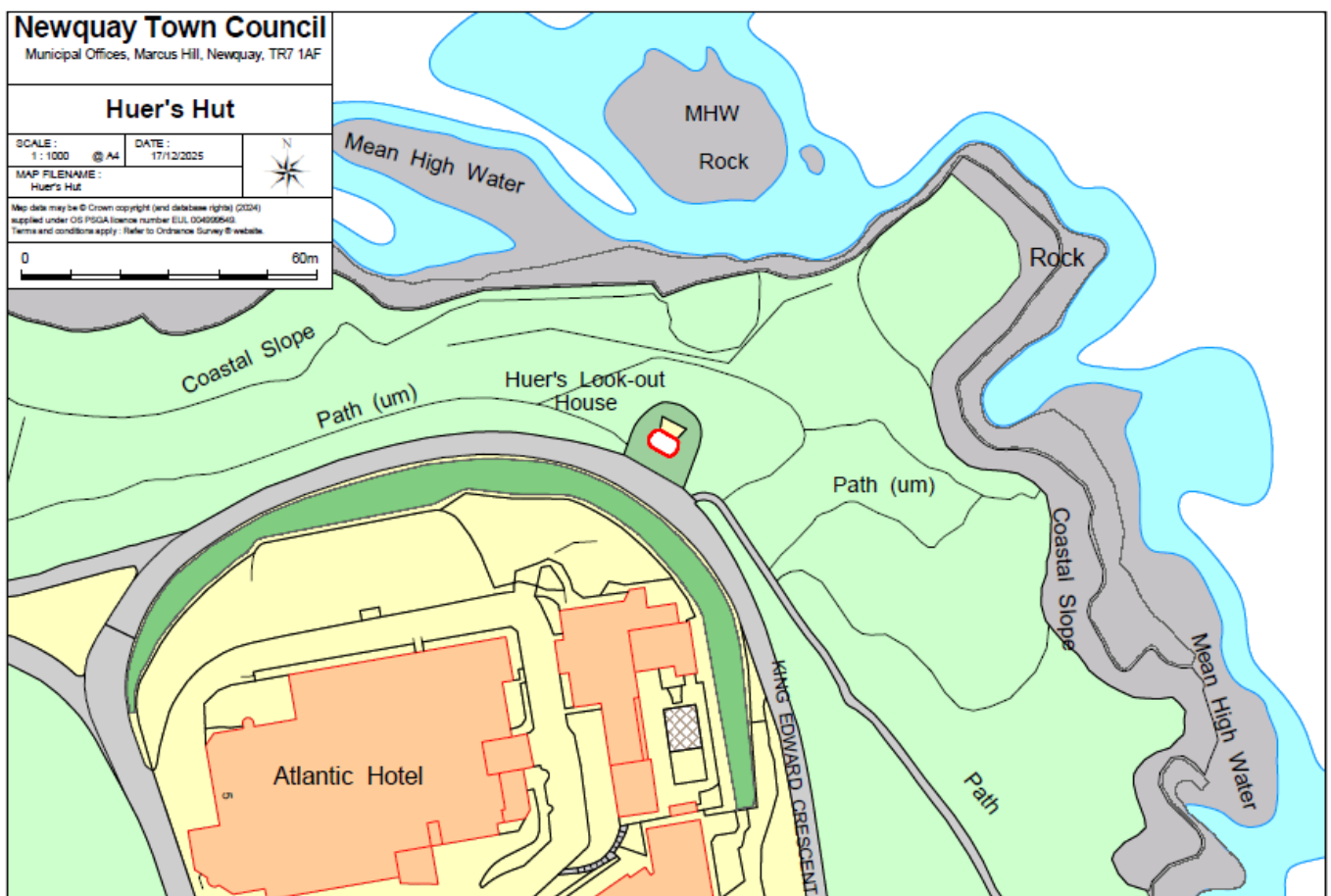
Methodology

- Surface Preparation: Gentle cleaning, removal of loose material, application of fixative.
- Application: Hand-applied coatings to avoid damage; sponge finish for repairs.
- Safety: No scaffolding required; erect small barrier for hazard-free work zone.
- Access: Public access maintained outside working hours.

Compliance

- All works to follow Historic England guidance for listed buildings.
- No alteration to architectural features or historic fabric beyond necessary repairs.

Site Location



Appendix 1

- Beeck – Beeckosil Course: A slurry primer and intermediate coat with BEECK ASF® Active Silicate Formulation. Bridges hairline cracks, levels surfaces, and primes for lasting protection. [Beeck Beeckosil Coarse | Cornish Lime](#)
- Beeck – Beeckosil Fine: Beeck Beeckosil Fine is a vapour-permeable active silicate paint for external façades. Breathable, and durable with a timeless finish on exposed builds. Perfect for mineral substrates. [Beeck Beeckosil Fine | Cornish Lime](#)
- Beeck – Beeck Fixative: Effectively prepare mineral surfaces for Beeck Mineral Paints with this versatile primer and consolidator. Doubles as a high-quality thinner for Beeckosil

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External ASF Paint. Available in 1kg and 5kg. [Beeck Fixative | Primer & Consolidator | Cornish Lime](#)

- Beeck – Beeck Silane Primer or suitable alternative
- Beeck – Beeck Quartz Filler: A fibre-reinforced primer for internal and external mineral substrates to level out and fill minor structural defects and hairline cracks. [Beeck Quartz Filler | Fibered Primer | Cornish Lime](#)
- Beeck – Beeck Renosil Fine: External Mineral Paint is a vapour permeable, resilient fine basecoat or topcoat with a lightfast matt finish for external facades requiring protection from the elements. Available in 01.L, 1L, 5L and 12.5L. [Beeck Renosil Fine | External Mineral Paint | Cornish Lime](#)

Budget and Contract details

- 2.4. The estimated overall maximum budget for the tender is £5,000 (exc. VAT).
- 2.5. The Terms and Conditions under which any Contract would be formed are under a Minor Works Contract.
- 2.6. The Contract period is for an initial one-year period.

Transfer of Undertakings (Protection of Employment) Regs 2006 (TUPE)

- 2.7. It is the responsibility of the Supplier to consider whether or not TUPE is likely to apply in the particular circumstances of this tender exercise and to act accordingly. Suppliers should therefore take their own advice regarding the likelihood of TUPE applying.
- 2.8. In this case the Council believes that TUPE does not applies to this procurement.
- 2.9. For more information please use the websites listed below: www.gov.uk/transfers-takeovers/ <https://www.legislation.gov.uk/ukxi/2006/246/contents/made>

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SECTION 3 – THE PROCUREMENT PROCESS

Indicative Project Timetable

3.1. The Council proposes the following timetable for this RFQ

Procurement Stage	Dates
Date Below Tender Threshold Notice published	17/12/2025
Deadline for Supplier clarification questions to be submitted	16/01/2026
Clarification responses to be issued by	23/01/2026
Bid Deadline (noon)	26/01/2026
Assessment period (completed)	30/01/2026
Contract start – Main Contract	01/03/2026
Initial Contract end date	01/03/2027

3.2. Please note that the Council reserves the right, in its absolute discretion, to amend the Procurement Timetable or extend any time period in connection with the Procurement. Any changes to the Timetable will be notified to the Suppliers.

How to respond to this opportunity

- 3.3. Quotes must be submitted using the documentation provided in Schedule 1 and should be sent to: joe@newquay.gov.uk
- 3.4. It is the responsibility of all Suppliers to ensure that their quotation response is received no later than the specified date and time. The Council reserves the right to not consider quotes received after that time.
- 3.5. The Council is not bound to accept the lowest priced or any quote and shall not be bound to accept the preferred supplier as sole supplier. Prices quoted shall remain firm for the duration of the contract. Prices quoted must be exclusive of Value Added Tax (VAT).
- 3.6. By providing us with a quotation you agree to be bound by the Council's Terms and Conditions which can be found at: <https://www.iow.gov.uk/council-and-councillors/transparency-our-data/our-suppliers/procurement-terms-and-conditions/>
- 3.7. In the absence of any other express contractual agreement (which we expect to be application on an exceptional rather than a routine basis), the Council's Terms and Conditions will form the contract between the Council and your organisation should you be successful in this quotation process.

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Clarification Process

- 3.8. All clarification enquiries should be directed to the Authorised Representative and by no later than the date indicated in the Procurement Timetable detailed elsewhere in this document.
- 3.9. Suppliers are advised that where such enquiries have been made, and it is appropriate to do so, the Council will distribute to all Suppliers a copy of the Clarification and the written reply, with anonymity preserved.

Council Representatives

- 3.10. No person in the Town Council's employ or other agent, except as so authorised by the Council Authorised Representative, has any authority to make any representation or explanation to Suppliers as to the meaning of the Contract or any other document or as to anything to be done or not to be done by Suppliers or the successful Supplier or as to these instructions or as to any other matter or thing so as to bind the Council.

Council Authorised Representative contact details:

Name: Joe Piwecki – Estates Manager

Email: joe@newquay.gov.uk

The assessment process and award criteria

- 3.11. The assessment will be carried out as below:

Preliminary Checks

- 3.12. Quotations will be subject to preliminary checks to verify that the submission is complete and compliant, including
- 3.12.1. Quotations have been submitted on time, are considered complete and meet the requirements of the RFQ to enable them to be assessed.
- 3.12.2. Supplier has not contravened any of the terms and conditions of the RFQ process.
- 3.12.3. Quotations that do not meet the above preliminary checks will not proceed to the next stage of the assessment.
- 3.12.4. As part of due diligence, the Council reserves the right to assess contractors financial stability through conducting financial credit checks, e.g. Experian Credit to help assess the suppliers overall financial credibility.

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SUPPLIER SUITABILITY (STAGE ONE):

STAGE ONE – Supplier Suitability Questionnaire

- 3.13. The Supplier Suitability Questionnaire can be seen in the Quotation Response Document (Part B). The table below sets out the questions and the methodology of how each question will be assessed.

No.	Question (Please refer to RFQ Response document for full question)	Criteria	Methodology
Preliminary Questions			
1	What is your name? (supplier name)	n/a	For information
2	Levels of insurance cover	Pass / Fail	Suppliers will be required to self-certify whether they already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover. This will be marked on a “pass/fail” basis. If you does not meet or does not commit to the Council’s minimum requirements, this will be classed as a “fail”. If you are the Preferred Supplier and you fail to provide the necessary evidence then Preferred Supplier status will move to the provider in 2nd place and so on if necessary.
3	Technical Ability – Relevant Experience and contract examples	Pass / Fail	Pass – Technical and professional ability is demonstrated based on the information provided in relation to the delivery of contracts of a similar nature. Fail – Does not meet the requirement. Does not comply and / or insufficient information provided to demonstrate that the Supplier has the relevant technical and professional ability of delivering contracts of a similar nature. The Council reserves the right to take up the references named and further inspection of current contracts may also be made to resolve any questions about technical efficiency, quality, service levels and reliability.

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No.	Question (Please refer to RFQ Response document for full question)	Criteria	Methodology
4	Technical Ability – Health and Safety	Pass/Fail	<p>Pass - Where the information has been provided complete and in line with the requirements set out in the Procurement Specific Questionnaire and deemed to have met the conditions as set out.</p> <p>Fail - Where either this has not been provided and / or the information is insufficient or false information.</p>

- 3.14. If all aspects of this Standard Selection Questionnaire are passed then the submission will be subject to the price and qualitative evaluation as detailed below.

STAGE TWO – Award Considerations

- 3.15. The award will be based on confirmation of any Pass / fail quality questions related to the delivery of any awarded contract then on lowest price of the bids received.
- 3.16. Submissions will be evaluated on the basis of the below:

Pass / Fail Questions

Question 1: Comply with all elements of this requirement in line with the specification as set out in the tender pack part A.

Question 2: You will be contracting under the stated terms of Contract.

Lowest Price

- 3.17. The pricing schedule can be seen in the Quotation response document (Part B).

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SECTION 4 – CONDITIONS (General)

Procedural requirements

- 4.1. This document together with all other associated documents provided to Suppliers in connection with this Procurement contain procedural requirements which Suppliers must follow. Failure to comply with or follow any procedural requirement may result in the exclusion of the Supplier from the Procurement at the Council's sole discretion.

Transparency (Procurement Legislation)

- 4.2. Suppliers should note that, in accordance with general transparency obligations and procurement law obligations under the Act, the Council routinely publishes details of its procurement processes and awarded contracts. This includes, but is not limited to, the contract value, the identity of the successful Supplier, compliance with payment obligations and contract performance. Compliance with these obligations may involve the Council taking steps without consultation with Suppliers. Where required under the Act, a copy of the contract will be published (subject to making any reasonable and proportionate redactions permitted under the Act).
- 4.3. Where required, the Council will disclose on a confidential basis any information it receives from Suppliers during the Procurement to any third party engaged by the Council for the specific purpose of assessing or assisting the Council in assessing the Supplier's submission. In providing such information the Supplier consents to such disclosure.

Freedom of information and environmental information

- 4.4. The Council is subject to the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR). All information submitted to the Council may be disclosed in response to a request made pursuant to the FOIA or the EIR.
- 4.5. In respect of any information submitted by a Supplier that it considers to be commercially sensitive.
- 4.6. The Council will endeavour to hold confidential all information submitted by a Supplier that it identifies as being commercially sensitive, however, that the final decision on any FOIA request and EIR request rests with the Council, subject to applicable law.
- 4.7. The Council cannot guarantee that any information marked 'commercially sensitive' will not be disclosed.

Non-collusion, non-canvassing

- 4.8. Any attempt by a Supplier or their advisers to influence the Procurement in any way may result in the exclusion of the Supplier, without prejudice to any other civil or legal remedies available to the Council and without prejudice to any criminal liability that such conduct by a Supplier may attract.

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- 4.9. By participating and submitting a formal declaration in line with this procurement Suppliers are confirming that they (and / any parties related to this procurement) do not breach non-collusion and non-canvassing requirements stated. The Council will be entitled to rely on the acceptance of this position.

Conflicts of interest

- 4.10. Suppliers are responsible for ensuring that no actual, potential or perceived conflicts of interest (within the meaning of the Procurement Act 2023) exist between themselves and the Council or its advisers. Suppliers must notify the Council immediately of any actual, potential or perceived conflict of interest.
- 4.11. The Council strongly encourages Suppliers to contact the Council as soon as possible using the Portal should it have any concerns regarding actual, potential or perceived conflicts of interest.

Anti-competitive behaviour

- 4.12. Suppliers are reminded of their obligations under applicable competition laws. The Council may require evidence from Suppliers that their arrangements are not anti-competitive and reserves the right to require any Supplier to comply with any reasonable measures which may be needed to verify that no anti-competitive arrangements are in place.

Contract

- 4.13. A Quotation submission is an offer to enter into a contract on the terms of the contents of the submission. Notification of an award decision does not constitute acceptance by the Council. Any document submitted by a Supplier shall only have contractual effect when it is contained within an executed written contract.
- 4.14. The Supplier's final Quotation submission must remain valid for acceptance for a period of 120 days from the date of its submission or until any procurement challenge/s have been resolved.

Supplier warranties

- 4.15. In responding to this invitation, the Supplier warrants, represents and undertakes to the Council that:
- 4.15.1. It understands and has complied with the conditions set out in this document
 - 4.15.2. All information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council are true, complete and accurate in all respects
 - 4.15.3. It has made its own investigations and undertaken its own research and due diligence, and has satisfied itself in respect of all matters (whether actual or contingent) relating to the invitation and its response

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- 4.15.4. it has full power and authority to respond to this document and to perform the obligations in relation to the contract
- 4.16. Suppliers should note that the potential consequences of providing incomplete, inaccurate or misleading information include that:
 - 4.16.1. the Council may exclude the Supplier from participating in this Procurement
 - 4.16.2. the Supplier may be excluded from bidding for contracts under Schedule 7, Paragraph 13 of the Act
 - 4.16.3. the Council may rescind any resulting contract under the Misrepresentation Act 1967 and may sue the Supplier for damages
 - 4.16.4. if fraud or fraudulent intent can be proved, the Supplier may be prosecuted and convicted of the offence of fraud by false representation under section 2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both) – if there is a conviction, then the Supplier may be excluded from bidding for contracts under Schedule 6, Paragraph 15 of the Act and may be added to the debarment list

Third parties

- 4.17. Nothing in these terms is intended to confer any rights on any third party under the Contracts (Rights of Third Parties) Act 1999. This does not affect any right or remedy of any person which exists or is available apart from that Act.

Applicable law

- 4.18. The law of England is applicable to this Procurement.
- 4.19. Suppliers must agree to submit to the exclusive jurisdiction of the Courts of England and Wales in relation to any dispute arising out of or in connection with this Procurement.

SECTION 5 – CONDITIONS (Council Specific)

Transparency Code

- 4.20. As part of the Government Transparency Code Local Authorities to publish details of payments over £500 (net of VAT) are published on the Authorities website, these can be viewed at this link: [Transparency, our data \(iow.gov.uk\)](https://www.iow.gov.uk/transparency)

Council Representatives

- 4.21. No person in the Council's employ or other agent, except as so authorised by the Authorised Officer, has authority to make any representation or explanation to Suppliers as to the meaning of the agreement or any other document within the Quotation Pack or as to anything to be done or not to be done by Suppliers or the Successful Supplier.

Incomplete or Erroneous Errors / Missing information / Omissions

- 4.22. The Council reserves the right to seek clarification from Suppliers in connection with their responses where information submitted appears to be incomplete or erroneous or where specific documents are missing. The Council reserves the right for to request the Supplier to submit, supplement, clarify or complete the information or documentation provided in connection with the response to this invitation. Any information requested must be returned in the defined period set by the Council.
- 4.23. The Council reserves to right to discount any information from the clarification not received in line with the defined steps outline to the Supplier and is not under any obligation to use that information further as part of the process.
- 4.24. Suppliers should be aware that submission of a Quotation that contains incomplete or erroneous errors, missing information or omissions such as required documents may result in their Quotation being deemed a non-compliant submission.

Council's Warranties and Disclaimers

- 4.25. The Council may require further information as appropriate and assess this as part of the Quotation assessment process.
- 4.26. The Supplier shall have no claim whatsoever against the Council in respect of such matters and in particular (but without limitation) in respect of the contract by reason of the specification being different to that envisaged by the Supplier or otherwise.
- 4.27. Whilst the information in the RFQ Pack has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. The Council does not make any representation or warranty (express or implied) with respect to the information contained in the RFQ Pack or with respect to any written or oral information made or to be made available to any Supplier or its professional advisors.
- 4.28. Each Supplier who downloads the RFQ Pack 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 Agreement.

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- 4.29. This RFQ Pack 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 Supplier to submit a Quotation or enter into any other binding agreement.

Suppliers Responsibilities

- 4.30. A Supplier shall be deemed to have satisfied itself before submitting its Quotation as to the accuracy and sufficiency of the information provided within the RFQ Pack which shall cover all obligations under the contract and a Supplier 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 Quotation.
- 4.31. The Supplier is responsible for obtaining all information necessary for the preparation of its Quotation and all costs, expenses and liabilities incurred by a Supplier in connection with the preparation and submission of a Quotation shall be borne by the Supplier.

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SECTION 6 – Glossary of defined terms

The Council shall mean Newquay Town Council.

Procurement shall mean the process in relation to this specific Quotation.

Procurement Act 2023 (the Act) shall mean the formal procurement legislation which governs public sector procurement

Procurement Specific Questionnaire shall mean the questionnaire used within this procurement process for determining grounds for inclusion of a Supplier which is informed and based on the Government Commercial Function template - (PA 2023) Procurement specific questionnaire | Procurement Pathway

Procurement Timetable shall mean the table within this document which sets out key dates and times (where relevant) related to this Procurement, and includes the formal date and time for the formal submission of Quotations by Suppliers.

Quotation shall mean the Quotation in connection to this specific Procurement process.

Quotation Response Document (Part B) shall mean the document supplied as part of this Quotation Pack which is designed for Supplier submissions.

Request for Quotation (RFQ) shall mean the process related to this Quotation.

RFQ Pack shall mean all of the Request for Quotation documents which form part of this Procurement process.

Suppliers shall mean the collective term for suitably qualified suppliers, who may potentially bid or not to this Quotation.

Terms and Conditions shall mean the formal contractual terms under which any awarded contract would be formed.