

Dated 2017

Winchester City Council

Invitation to Tender for Architectural and Ancillary Services for Station Approach Winchester

Shortlisted Applicants will receive a new unique link and URN. Tenders to be sent electronically via this unique link quoting the URN no later than 12:00 noon on 26 June 2017

RIBA Competitions

No 1 Aire Street

Leeds

LS1 4PR

On behalf of Winchester City Council

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# Invitation to Tender

## Introduction

* 1. By a Contract Notice placed in the Official Journal of the European Union (OJEU reference 2017/042049) despatched on 28 March 2017 and published on 30 March 2017 (the Contract Notice), Winchester City Council (the Council) invited expressions of interest from suitably qualified and experienced lead architects in relation to entering into a form of appointment (the Appointment) to provide architectural design and related services (the Services) for a commercial and residential property development at Station Approach as described further below (the Project).
  2. The Council is undertaking this procurement under the Restricted Procedure (incorporating an interview as part of the process) as set out in the EU Directive 2014/24/EU, as implemented by the UK Public Contracts Regulations 2015 (SI 2015 No 2) (the EU Regulations)
  3. Interested parties were required to express their interest in the Project by completing and returning to the Council a Standard Selection Questionnaire (SQ). After evaluating the SQ responses your organisation has been shortlisted to Tender.
  4. The Council now invites your organisation and other shortlisted Applicants (“Applicants”) to submit their Tender for the Project as detailed in this Invitation to Tender (“the ITT”) which comprises the following documents:

1. This Invitation to Tender;
2. Instructions to Applicants (Annex 1);
3. Form of Tender (Annex 2);
4. Fees Schedule to Form of Tender (Annex 3);
5. Form of Appointment NEC3 - Professional Services Contract (Annex 4);
6. Schedule of Services ( Annex 5);
7. Evaluation Criteria for Tender and Interview (Annex 6);
8. Confidentiality Undertaking (Annex 7);
9. Non-Collusion Certificate (Annex 8);
10. Building Information Model (BIM) Protocol CIC/BIM Pro first edition 2013 (as amended) (Annex 9) including Employer’s Information Requirements;
11. Brief ( Annex 10);
12. Compliance Checklist (Annex 11)
    1. Applicants should read all the documents forming this ITT carefully and ensure that they submit the following mandatory documents:
       1. Completed signed and dated Form of Tender (as set out in Annex 2);
       2. Completed signed Fees Schedule to Form of Tender (as set out in Annex 3);
       3. Signed Confidentiality Undertaking (as set out in Annex 7);
       4. Signed Non-Collusion Certificate (as set out in Annex 8);
    2. All Applicants are requested to acknowledge receipt of this ITT immediately by email to [riba@ribacompetitions.org](mailto:riba@ribacompetitions.org) with ‘Winchester Station Approach Procurement’ clearly stated in the title of the email. The acknowledgement should state the following:
       1. The Applicant’s willingness or otherwise to submit a Tender for the Project; and
       2. The name of the Applicant contact to whom all communications regarding this ITT should be addressed.
    3. If the Applicant does not wish to, or is unable to Tender, then these documents should be immediately deleted or destroyed.
    4. Applicants shortlisted for Tender will be invited to a Site visit prior to submission of Tenders and completion of interviews. The Site visit is an opportunity for Applicants to broaden their knowledge and understanding of the Station Approach area and the requirements. Attendance from Applicants is recommended but not compulsory.

## Details of the Project

* 1. The Council is inviting expressions of interest from suitably qualified and experienced lead architects in relation to entering into a form of appointment (the **Appointment**) to provide architectural design and related services (the **Services**) for a commercial and residential property development at Station Approach as described in the Brief (see **Annex 10**).
  2. The Brief provides background information about the Council and a description of the Project and the Services required.
  3. The successful Applicant will be required to work with the Council and its other technical and professional advisors to produce high quality designs which will consider sustainability as an important factor in the project design, construction and future operations. The proposals must demonstrate a high standard of architectural, highway and landscape design, in harmony with the existing character of Winchester, and using quality materials and detailing. The Council is keen to ensure that the design is in keeping with the surroundings and the heritage element of Winchester and the environs, as well as within budget. It will be crucial that any design is also practical from a construction point of view and is commercially viable in terms of attracting rents and income to cover the cost of construction. The Council will appoint a Cost Consultant to work with the appointed architectural team to assist with this aspect of the design.
  4. In parallel, a strategy for improvements to the public realm and connectivity in the area will be developed which sets a framework of sufficient detail to set out both the requirements with which future planning applications in the area must conform and contribute, and those works which should be undertaken as public works to facilitate development.
  5. The design work to be commissioned by the Council under the Form of Appointment will therefore consist of:
* An analysis of the area and proposals for the disposition of the provisional development requirements (which are set out in the Brief) and such other uses as may be considered as appropriate and feasible between the Cattlemarket and Carfax sites in accordance with the principles set out in the Brief. Whilst being clear about the purpose of development in the area on which the design team must focus the Council is prepared to be flexible in its specific requirements and sees the design process as a dialogue to seek the optimal relationship between elements.
* A public realm strategy considering issues such as walking and cycling routes, access to public transport, public spaces (including any green spaces and community gardens or public art), landscaping (hard and soft), street furniture and signage which demonstrates how the requirements that are set out in the Brief and background documents can be accomplished within the red line area shown in the plan within the brief. It should be assumed that the upper limit of total expenditure on the public realm (i.e. implementation of the strategy) will be in the order of £5 million. This figure represents the ‘scale’ of the public realm strategy the Council wishes to develop, not the finance currently available. The design team will develop the public realm ideas and proposals into a completed strategic document which will establish an informal ‘design code’ for the public realm in the area.
* A proposal for the development of the proposed uses on the Carfax site at a level of detail consistent with RIBA Stage 2 ‘Concept Design’.
* If the Council agrees to proceed the design team will then be commissioned to develop the design to planning stage (RIBA stage 3) initially.
* The Council acknowledges that as the successful Applicant’s work progresses it may become apparent that some flexibility is required in order to achieve the objectives set out in the Brief. The Council as client will be flexible and guided by the appointed architectural practice on the most suitable approach where there are good reasons and justifications.
  1. It is envisaged that the Development will be taken forward in phases with the Council exercising the right at its sole discretion at the end of each Phase as to whether or not it wishes to instruct the successful Applicant in respect of the next phase:
* Phase 1: Disposition of uses across the Carfax and Cattlemarket sites, a strategy for improvements to the public realm, and a proposal for ‘Concept Design’ for the Carfax site (RIBA Stages 0 -2);
* Phase 2: Following agreement from the Council to proceed, the design team will be commissioned to develop the design to planning stage (RIBA Stage 3);
* Phase 3: Technical Design (RIBA Stage 4)
* Phase 4: Construction (RIBA Stage 5) - option to novate or retain depending on chosen route for procurement
* Phase 5: Handover and Close Out (RIBA Stage 6)
* Phase 6: In Use (RIBA Stage 7)

## Further Information

* 1. Further information is available in the following technical work/reports carried out for the project:-

* [Archaeology Written Scheme of Investigation 2016 Cotswold Archaeology](http://www.winchester.gov.uk/assets/files/29528/Archaeology-Written-Scheme-of-Investigation-2016-Cotswold-Archaeology.pdf)
* [Station Approach Transport and Accessibility Background Report 2015 Winchester City Council](http://www.winchester.gov.uk/assets/files/25822/Transport-and-Accessibility-Background-Report.pdf)
* [Winchester Station Quarter - parking access review report 2015 Urban Flow](http://www.winchester.gov.uk/assets/files/29536/Winchester-Station-Quarter-Parking-Access-Review-Report-2015-Urban-Flow.pdf)
* [Winchester Station Quarter - summary parking report 2015 Urban Flow](http://www.winchester.gov.uk/assets/files/23954/Winchester-Station-Quarter-Summary-Parking-Report.pdf)
* [Arboricultural Implication Assessment 2015 Harrison Arboriculture](http://www.winchester.gov.uk/assets/files/29529/Arboricultural-Implication-Assessment-2015-Harrison-Arboriculture.pdf)
* [Cultural Heritage Assessment 2015 Elaine Milton Heritage & Planning](http://www.winchester.gov.uk/assets/files/29530/Cultural-Heritage-Assessment-2015-Elaine-Milton-Heritage-Planning.pdf)
* [Ecological Appraisal 2015 EPR](http://www.winchester.gov.uk/assets/files/29531/Ecological-Appraisal-2015-EPR.pdf)
* [Topographical drawings 2015 Encompass Surveys](http://www.winchester.gov.uk/assets/files/29533/Topographical-drawings-2015-Encompass-Surveys.pdf)
* [Preliminary Geo-Environmental and Geotechnical Assessment 2013 Tweedie Evans Consulting](http://www.winchester.gov.uk/assets/files/29532/Preliminary-Geo-Environmental-and-Geotechnical-Assessment-2013-Tweedie-Evans-Consulting.pdf)

Supplementary documents to be supplied by Winchester City Council following the award and signing contracts:

* Interim Transport Assessment
* Statutory Undertakers Plans and Assessments of Capacity
* Land Ownership/Highway Land Plans

## Requirements

* 1. The procurement will follow these stages:
* **Submission of Tenders:** Applicants are invited to submit Formal Tenders. All Applicants will be required to complete the Fees Schedule as set out in Annex 3, provide written responses to the requirements set out in Section 2 and complete the documentation as set out in Section 2: The Council will assess the Tender in accordance with the Evaluation Criteria and Evaluation Matrix as set out in Annex 6 of this ITT. Tenders will be assessed on the basis of a Price/Quality split of 30/70.
* The purpose of the Tender submission and interview is to allow the Council to choose an architect/design team, **not** a specific design. The Project will require a close working relationship between the Council (including its stakeholders) and the successful Applicant from the outset. Applicants should note that this is not a design competition, which implies a “fait accompli” in terms of a final design, and a design proposal is not required for the purpose of this procurement.
* Interview: After Tender submission Applicants will attend an interview with an Evaluation Board which will also be attended by an Advisory Panel. Details of the Evaluation Board, the Advisory Panel, the interview and the rules under which it is to be run are set out in Section 4 and Annex 6 Part Two. The Interview will be used to moderate the scores awarded to the Tender submissions. Applicants’ attention is drawn to the provisional timetable set out in 1.44 below with regard to interview dates (which may be subject to change) and should ensure that they are available during these times.
* Each Applicant who attends the interview will be paid an honorarium of £3,000 plus VAT per Applicant.
* Final evaluation: Detailed information regarding the scoring of Tender submissions can be found in Annex 6. Applicants should note that the Council reserves the right at its absolute discretion to award or not award any contract as it sees fit.
* Notification of decision: Applicants will be notified of the outcome of the Tender evaluation in accordance with Regulation 86 of the EU Regulations following a decision by the Council’s Cabinet. Following the issue of the notification letters, the Council will observe a mandatory 10 day standstill period in accordance with Regulation 87 of the Regulations.

## Form of Appointment

* 1. Following the successful completion of the standstill period, the Council intends to enter into the Appointment with the successful Applicant to work with the Council subject to Cabinet and other approvals. The proposed form of Appointment is set out in Annex 4 and may be subject to such further non material amendments as the Council acting reasonably may deem necessary.
  2. The Council intends to adopt the Building Information Model (BIM) Protocol CIC/BIM Pro first edition 2013 (the **BIM Protocol**). The BIM Protocol is set out in Annex 9. All members of the successful Applicant’s design team will be required to be fully responsible for developing and issuing their information in a REVIT compatible format assuming BIM level 2 (3D.)

## Submission of Tenders

* 1. Tenders must be submitted as set out in this ITT and uploaded via RIBA Competitions’ digital submission portal using the unique registration link no later than **12:00 hours on 26 June 2017**. Applicants should ensure that they allow sufficient time for their upload to be completed prior to this deadline.
  2. No Tender will be considered if it is received after the closing date and time stated above, unless the Council at its own absolute discretion extends the closing date and time specified in writing.

Part One: Tender Response

* 1. Applicants are required to respond to each of the questions set out at **Section 2** of this **ITT Information required from Tenderers**, detailing the methodology, assumptions and resources which they propose to deploy in the delivery of the Project.

Part Two: Financial Submission

* 1. Applicants are required to provide a completed **signed and dated** version of the Fees Schedule as required by Section 3 and provided at Annex 3 of this ITT. The Fees Schedule must be submitted in exactly the same format as provided.
  2. Applicants should also complete sign and date:
* Form of Tender as set out in Annex 2;
* Confidentiality Undertaking as set out in Annex 7;
* Anti-Collusion Certificate as set out in Annex 8.

and return signed and dated copies of each document electronically via their unique registration link as part of their Tender.

* 1. The Council may ask for further information at any point up to the formal completion of the Form of Appointment with an Applicant to satisfy itself that the Applicant continues to qualify. Failure to provide any such information either as part of this ITT or at contract award stage may lead to an Applicant being disqualified from further consideration.
  2. The Council reserves the right to disqualify any Applicant who no longer qualifies if it becomes aware that the Applicant did not qualify at the time their SQ was submitted or if it no longer qualifies at any point before the formal entry into contract in relation to the Services referred to in the Contract Notice.
  3. In the event of an otherwise successful Applicant being disqualified (see references to grounds for disqualification below) the Council may at its discretion decide to award the contract to the second highest scoring Applicant or to abandon this procurement.
  4. The Council reserves the right (but is not obliged) to accept any Tender or part of any Tender submitted pursuant to this ITT.
  5. The Council will not be bound to accept any Tender and reserves the right at its absolute discretion to accept or not accept any Tender submitted and/or to abandon this procurement at any time.
  6. The successful Applicant will be required to provide formal proof of the insurance covers specified in Section 2 Requirement 8 in respect of which the Applicant self certified in Parts 3 Section 8.1 of the SQ and in any event prior to the commencement of their Appointment (and in respect of any other matters where they have self certified, see Section 3 Requirement 10)
  7. The Council intends to make a contribution towards the costs incurred by the Applicants in taking part in the interview as specified in Section 4. However, for the avoidance of doubt, the Council shall have no other or further liability whatsoever to any Applicant should the Council elect not to accept any Tender or to abandon this procurement at any time.

## Communications Protocol

* 1. Applicants should note that any communications including clarification on any points of doubt or difficultly regarding the Winchester Station Approach Procurement should be sent via email only to [riba.competitions@riba.org](mailto:riba.competitions@riba.org) with ‘Winchester Station Approach Procurement’ clearly stated in the title of the email before submitting a Tender. Applicants should note that all enquiries will be recorded and that the enquiry (duly anonymised) together with the response given will be circulated to all Applicants.
  2. All questions must be received no later than 12:00 hours on 16 June 2017 if they are to be considered and to ensure that responses can be provided.
  3. Any communication or attempt to contact any member of the Council's staff, officers, contractors Cabinet members and members of the Evaluation Board, Advisory Panel or councillors may result in your organisation being disqualified from the procurement process forthwith at the sole discretion of the Council and not considered further.
  4. All information about this procurement will be made available to Applicants via the Contracts Finder at <https://www.gov.uk/contracts-finder>. Registered Applicants will be notified of any updates relating to the procurement via email; however Applicants are advised to check the Contracts Finder regularly for any updated information.

## Payment of Honorarium

* 1. The Council intends to make a contribution towards the costs incurred by the Applicants in taking part in the interview.
  2. The value of the Honorarium will comprise a fixed sum of £3,000 plus VAT which will be paid to each Applicant who is invited to attend an interview.
  3. Applicants will be required to submit an invoice for this amount to RIBA Competitions and those that are VAT registered will be required to submit a VAT invoice for this amount. Invoices from EU Applicants must include the words "Reverse Charge".
  4. The Honorarium will be paid as a single lump sum payment to each Applicant after a formal decision has been made by the Evaluation Board as to whether or not to award the Contract to the successful Applicant (as detailed in paragraph 1.6 above).
  5. In respect of the successful Applicant, the Honorarium shall be treated as an advance on the Fee to be paid to the successful Applicant under the Form of Appointment.
  6. Indicative Procurement Timetable

|  |  |  |  |
| --- | --- | --- | --- |
| **RIBA Stage** | **Task and estimated time required** |  | **Estimated Start Date** |
| **RIBA Stage 0 & 1** | Briefing and site visit for shortlisted Applicants |  | w/c 5 June 2017 |
|  | Closing Date for receipt of questions and points requiring clarification |  | 12:00 hours, noon on 16 June 2017 |
|  | Deadline for submission of Tenders |  | 12:00 hours, noon on 26 June 2017 |
|  | Review of Tenders/ Evaluation of financial and technical components of Tenders |  | Approximately 1 week |
|  | Interview |  | Week commencing 10 July 2017 |
|  | Evaluation of Interview and Final Evaluation of Tenders |  | Approximately 1 week |
|  | Cabinet decision to award |  | Late July 2017 |
|  | Regulation 86 letters issued to Applicants |  | Early August 2017 |
|  | Mandatory standstill period |  | 10 calendar days |
|  | Award of contract confirmed and contract signed |  | Mid August 2017 approximately 10 days |
|  | Publication of Contract Award Notice and on the Contracts Finder and SE Business Portal |  | Late August 2017 |

* 1. Indicative Project Programme Timetable

|  |  |  |  |
| --- | --- | --- | --- |
| ***RIBA Stage*** | ***Task and estimated time required*** | ***Gateway*** | ***Estimated Start*** |
| **RIBA Stage 2** | RIBA Stage 2 – Concept Designs  - *4 months*  *-6 weeks for economic and financial appraisals* |  | **Aug 17** |
|  | **Approval of RIBA Stage 2 and Agreement to proceed to RIBA Stage 3** | **Cabinet approval** | **Feb 18** |
| **RIBA Stage 3** | RIBA Stage 3 - Development of Design to planning application  - *6 months* |  |  |
|  | **Approval of RIBA Stage 3 and Agreement to proceed to RIBA Stage 4** | **Cabinet approval** | **Aug 18** |
| **RIBA Stage 4** | **Grant of Planning Permission**  RIBA Stage 4 – Technical Design  *3-5 months depending on route*  *1 month – for economic and financial appraisals* | **Planning Committee** | **Nov 18** |
|  | **Approval of RIBA Stage 4 and Agreement to proceed to RIBA Stage 5** | **Cabinet**  **approval** | **Feb 19** |
| **RIBA Stage 5** | *2 month tender period*  **Construction Start**  *-1.5 to 2 years* |  | **Apr 19** |
|  | Tenant Leases - Building agreement and leases signed |  | Apr 18 to Jan 19 |

* 1. These timetables may be subject to amendment by the Council at any time at its sole discretion.

# Information Required from Tenderers

## Tender Response Requirements and Proposals

* 1. Applicants are required to comply with and provide responses to the Requirements specified below. Requirements 1 to 4 are scored and will be evaluated in accordance with Annex 6.

## 

## Requirement 1: Project Proposal

* 1. Applicants are required to submit a written proposal for the proposed process for developing the Brief, design approach and scheme proposals for the Station Approach area which shall include:

1. a demonstration of how a high standard of architectural, highway and landscape design would be achieved, in harmony with the existing character of Winchester and using quality materials and detailing to meet the requirements in the Brief;
2. a sustainability agenda that is appropriate to the Council’s aims and aspirations as set out in the Brief and which sets out and illustrates how the building solutions will meet the Council’s objective of achieving a BREEAM excellent standard as a minimum. BREEAM outstanding standard is the aspiration;
3. the approach to meet any Council target for capital expenditure both in delivery of the architectural and ancillary services and the Project overall and an explanation of how the architect will ensure that approaches to value engineering are never to the detriment of the quality of the design.
4. a provisional work plan which sets out the delivery approach including proposed reporting mechanisms for providing accurate and timely performance data about the progress of the deliver team (both the Architect’s Team and the Contractors).

The maximum page limit for Requirement 1 is 1 single side of A4 sheet or 1 single side of A3 sheet if sketches are included.

## Requirement 2: Professional Team

* 1. Applicants are required to:

1. Submit written details of their proposed Architect's Team including CVs indicating how the relevant qualifications for each member would contribute to the Project. The Architect's Team will include all the design services required (apart from those listed in paragraph 2.4 below). The Council anticipates that the Project Team will include the following:

Lead Designer (responsible for managing the project)

Principal Designer

Architectural design

Landscape design

Civil and Structural Engineer

M&E Engineer

BIM Co-ordinator

BIM Information Manager

Master planning including strategic sustainable development advice

Urban Designer

BREEAM Consultant

Planning consultancy including townscape heritage and visual statement and relevant sustainability statement

The successful Applicant is not required to appoint sub-consultants, but any sub consultants that they do appoint will be required to provide collateral warranties.

1. Submit a resource schedule (showing each member of the team and the time that they will spend on the Project); and
2. Provide a proposed organisational structure identifying the lines of communication with the Council; and
3. Explain how project management of the team would allow the team to work both in partnership with each other and with the Council to deliver a successful Project and resolve any areas of disagreement, including their approach to working with a construction team and the Council’s directly appointed consultants (Transport Consultants, Quantity Surveyors and Cost Consultants); and
4. Demonstrate how competent and suitably qualified staff would be allocated and retained to the Project and how those staff would have opportunities for continuing professional development which are relevant to and will enhance their contribution to this Project; and how research and development is carried out within the firm so that the allocated staff are up to date with all relevant industry initiatives and is at the forefront of their profession for the benefit of this Project.

The Council will directly appoint the Transport consultants, quantity surveyors and cost consultants separately.

* 1. The maximum page limit for Requirement 2 is 5 single sides of A4 sheets plus CVs and resource schedule.

## Requirement 3: Health and Safety

* 1. The Council is committed to the highest levels of health and safety in all aspects of the Project.
  2. Applicants are required to:

1. Explain how they will ensure that the Services are delivered for the Project in compliance with all current health and safety legislation and guidance; and
2. Confirm that they will act as Principal Designer for the purposes of the CDM Regulations 2015; and
3. Explain how they will ensure full compliance in relation to this Project with health and safety legislation from all sub-contractors, sub-consultants and other members of their professional team.
   1. The maximum page limit for Requirement 3 is 4 single sides of A4 sheets.

## Requirement 4: Stakeholder Involvement

* 1. Involving the Council's residents and the general public and engaging with them on the proposed Project is a particularly important issue to the Council. The successful Applicant will be required to assist the Council in engaging with residents and the public on the proposed Project and ensuring they are kept informed about the Project. The ability to build an effective partnership with the Council will be important.
  2. Applicants are required to describe their proposals for presenting the Project and how they plan to translate their aspirations into a high quality design to the Council's residents and the general public, keeping them informed about the Project and its progress.
  3. Applicants should include the following as a minimum:

1. Strategy for engagement/communication to include process for engaging with the local residents, the general public and other stakeholders
2. Process for review of information gained through engagement for discussion with the Council
3. Identification of key issues and approach to resolving any conflicting priorities that might arise
4. Examples of how successful incorporation of stakeholder feedback into the design
   1. Applicants should be able to provide evidence of systematic process to fully engage the local residents and the general public in the design process.
   2. Applicants shall demonstrate a clear methodology for the buy in and support of key groups via high quality engagement and consultation exercises to build trust within the local area.
   3. Innovative methods of engagement will be encouraged to ensure all those interested in the area and its future development have an opportunity to contribute.
   4. The maximum page limit for Requirement 4 is 3 single sides of A4 sheets.

## Requirement 5: Organisation Changes

* 1. Applicants are reminded that qualification in accordance with the requirements set out in the SQ is a continuing requirement and Applicants are obliged under this section to provide the Council with details of any changes to the information provided in respect of their SQ response. In the event that the Council becomes aware that an Applicant does not qualify under the minimum requirements set out in the SQ, then that Applicant shall be disqualified and shall not be considered further.
  2. Applicants are also required to provide details of changes to any of the organisation information, details of any changes to ownership as well as any changes to any other information) which was submitted to the Council prior to being invited to Tender.

## Requirement 6: Form of Appointment

* 1. Applicants are requested to review the Form of Appointment attached as Annex 4 including the Schedule of Services attached as Annex 5.
  2. Applicants are asked to confirm that they have reviewed the Form of Appointment and obtained approval from their legal advisers and insurers and board of governance/managers in respect of its terms.
  3. The Council does not intend to review or negotiate any material changes to the Form of Appointment. The Council may consider and at its sole discretion if it thinks fit, agree non material minor amendments. In the event that Applicants include material changes to the Form of Appointment as part of their Tender other than corrections of errors or discrepancies in the drafting or non material minor amendments, the Council will ask the Applicant to withdraw the amendments. In the event that an Applicant refuses to withdraw the amendments, the Council reserves the right to fail the Applicant and refuse to consider their Tender further.
  4. Applicants will be failed if they do not provide a response to this question.
  5. Any Applicant who is failed or disqualified under this or any other provision of this ITT will not be entitled to receive an Honorarium.

## Requirement 7: Confidentiality Undertaking and Non-Collusion Undertaking

* 1. Applicants are required to complete and sign:
* the Confidentiality Undertaking attached at Annex 7 of this Tender; and
* the Non-Collusion certificate attached at Annex 8 of this Tender

and return original versions of the signed documents electronically to with their Tenders.

* 1. Failure to meet the requirements in 2.9 above will result in disqualification.

## Requirement 8: Insurance and Security

* 1. Applicants are also required to have at the point of contract:
* third party/public liability insurance of not less than ten million pounds (£10,000,000) for each and every event with the number of events unlimited; and
* employer's liability insurance of not less than ten million pounds (£10,000,000) for each and every claim in respect of all customary risks; and
* professional indemnity insurance of not less than ten million pounds (£10,000,000) for each and every claim with the number of claims unlimited for the duration of the Project and to maintain such insurance for a period ending twelve (12) years following completion of the Project.
  1. Applicants must provide evidence of the availability of public liability, employer's liability and professional indemnity insurance in the cover stated above.
  2. Failure to provide the evidence requested above may result in your Tender being disqualified. Proof of insurance cover will be required from the successful Applicant prior to the commencement of the Appointment.

# Financial Submission for Tenders

## Fees Schedule

* 1. The Fees Schedule set out in Annex 3 specifies the approach to be taken regarding pricing fees for the Services.

## Requirement 9

* 1. Applicants are required to complete and sign and date the Fees Schedule and return it electronically in accordance with the instructions in this ITT.

## Requirement 10

* 1. Previously Self-certified Information as indicated in the response to Part 3 Selection Questions, Section 4 Economic and Financial Standing in the Selection Questionnaire (SQ), Applicants are required to submit a copy of their accounts for the last two years (audited where available). Where this is not possible, Applicants are required to provide one of the following:

a. A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.

b. A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.

c. Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).

* 1. Applicants are required to provide details of any significant changes that have occurred since the Applicants last set of audited accounts which may have the effect of altering the position as indicated in that set of accounts.
  2. This information may be submitted as a PDF file or equivalent, or if the financial statements are available free of charge on a relevant national database please state where this evidence may be found.
  3. The information submitted under 3.3 and 3.4 above will be assessed in respect of the successful Applicant only prior to the award of any contract.
  4. Please provide evidence of relevant members of the Applicants practice registration with the Architects Registration Board or European equivalent in respect of the information previously self-certified under Part 3 Selection Question 6.3 of the SQ.

# Requirements of the Interview

## Introduction to the Interview

* 1. Applicants must participate in the interview in accordance with the following rules (the **Rules**). Applicants who do not comply with these Rules in any way may be rejected by the Council at its sole discretion and the Council's decision in the matter shall be final.
  2. These Rules should be read in conjunction with the Instructions to Applicants, Annex 1 of this ITT.

## The Interview

* 1. Applicants are invited to attend an interview with the Evaluation Board and the Advisory Panel to demonstrate the major features of their proposed approach to the Project and to introduce key members of their proposed team.
  2. The purpose of the interview (which consists of a presentation followed by an interview) is to moderate the scores awarded to Tender submissions in the manner set out below.
  3. The location date and time for the interview will be confirmed with you, Provisional dates will be during the week commencing 10 July 2017 and Applicants should ensure that they and their team are available for interview during that time. If Applicants have any difficulties over this they should contact [riba.competitions@riba.org](mailto:riba.competitions@riba.org) with ‘Winchester Station Approach Procurement’ clearly stated in the title of the email as soon as possible.

## Aims of Interview

* 1. The presentation and interview will be used to moderate the scores given to specific aspects of the Applicant’s Tender submission.
  2. The Council require **up to** **six key members** of the team to attend the interview; these key members should be those who will be responsible for the day to day delivery of the Project if the Applicant is successful. An agenda will be provided to all Applicants prior to the interview. The interview will involve a Presentation lasting no more than thirty minutes. The Presentation should cover the following:-
* Demonstration of the quality and deliverability of the Applicant’s written proposal for the proposed process for developing the Brief and scheme proposals in the Station Approach area by expanding the response to Requirement 1;
* Demonstration of design quality, innovation, level of ambition and approach to quality output, will be provided by expanding on the response to Requirement 1;
* The Applicant’s team’s skills, capabilities and motivation to deliver this Project working in partnership with the Council and wider stakeholders; with a focus of ensuring stakeholders are kept informed about the Project, how their feedback will be successfully incorporated into the design and how any areas of disagreement will be resolved which amplifies the response to Requirements 2 and 4.
  1. Applicants are at liberty to demonstrate any approach that they consider appropriate and the Council welcomes any flexible or innovative solution that offers real benefits, as long as the Council’s requirements are explicitly met.
  2. After the Presentation, the Evaluation Board will interview the Applicant and their team for a period of up to 30 minutes, probing aspects of their proposed process and seeking clarification on any points which may arise from Tender submissions and/or during the Presentation. Members of the Advisory Panel will also be permitted to ask questions.

## The Evaluation Board and Advisory Panel

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## The Evaluation Board

* 1. The Evaluation Board will be responsible for the scores awarded to each Applicant in regard to quality. The financial assessment will be carried out separately by a Council Officer.
  2. The Evaluation Board members are:
* Roger Hawkins - RIBA Adviser
* Sarah Williams - RIBA Adviser
* Steve Tilbury Corporate Director
* Kevin Warren Assistant Director (Estates and Regeneration)

Roger Hawkins will chair the Evaluation Board.

## Advisory Panel

* 1. The Advisory Panel will have an opportunity to express their opinions on the interviews to members of the Evaluation Board but the scoring and moderating of the Evaluation Board members will be their own.
  2. The Advisory Panel members are:
* A Cabinet Representative
* A Ward Councillor Representative
* A representative of the Winchester BID
* A representative of the City of Winchester Trust
* Hampshire County Council - Property and Facilities Representative
  1. The Advisory Panel will **not** take part in scoring the Tender submissions or moderating the scoring following the interview.
  2. The Tender submissions will be scored by the Evaluation Board individually; the scores will be shared with all members of the Evaluation Board and then aggregated prior to the Interviews. The Advisory Panel will not be given access to the scores at any point in the process. Following completion of the Interviews, members of the Advisory Panel will be given an opportunity to share their opinions with the Evaluation Board. Scoring will not be discussed, only the Applicant’s performance at Interview. The Advisory Panel will then leave the room whilst the Evaluation Board moderate the aggregated scores. The Evaluation Board will moderate the scores based on their individual judgement of the Interviews. Any opinions offered by the Advisory Panel will be considered by the Evaluation Board but their own judgement will be used in all scoring.
  3. The moderated scores for each Applicant based on the Applicants’ written responses to Tender and Interview will then be weighted to produce final quality scores. These weighted quality scores will be added to the weighted financial scores to produce a total score for each Applicant.
  4. Scoring on written submissions and the moderation of these scores following interview will be based on the evaluation criteria and weightings as set out in Annex 6 of this ITT.

## Confidentiality

* 1. Both the Evaluation Board and the Advisory Panel will be responsible for ensuring all information regarding written submissions and interviews is kept confidential until the announcement of the contract award.
  2. Applicants must treat all information supplied by the Council in connection with this procurement process as confidential (and shall ensure that their employees, consultants, subcontractors, advisers, insurers and funders shall treat documentation supplied in relation to this ITT as confidential).

## Conflicts of Interest with the Evaluation Board and/or Advisory Panel

* 1. Any real or perceived conflict of interest among the Evaluation Board and/or the Advisory Panel could result in a serious breach of the Regulations and the Council's governance rules and jeopardise the interview and the procurement process. Therefore each Applicant must be able to assure the Council that no conflict of interest exists or will arise as a result of either the Evaluation Board member’s or Advisory Panel member’s participation in this procurement.
  2. A conflict of interest in respect of the Evaluation Board and/or the Advisory Panel includes (but is not limited to):
* Any past or existing or potential personal or commercial relationship with any Panel member (details of the composition of the Evaluation Board and the Advisory Panel are set out in 4.11 and 4.13 above ); or
* Any involvement with any Evaluation Board or Advisory Panel member preparing any part of their SQ ; or
* Any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the interview .
  1. Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Applicant to inform the Council and provide details of the conflict.
  2. The Council will consider the details and may at its sole discretion (acting reasonably) exclude or replace any Evaluation Board or Advisory Panel member from the interview if it considers that there is a real or possible conflict of interest which cannot be effectively remedied.
  3. Each Applicant undertakes to indemnify the Council and to keep the Council indemnified against all actions, claims, demands, liability, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any breach of the provisions of this section 4.

## Warranties

* 1. As a condition of participating in the interview, each Applicant warrants, represents and undertakes to the Council that they will:
* Not attempt to communicate with any of the Evaluation Board or Advisory Panel members prior to or during the period of the procurement outside of the actual interview; and
* Promptly report any attempt by any Evaluation Board or Advisory Panel member to communicate with them outside of the interview and during the period of this procurement.

## Award decision

* 1. The Applicant with the highest overall score will be recommended by the Evaluation Board to the Council’s Cabinet for final approval and the Council will need to obtain this formal approval from its Cabinet (and if so required at the discretion of the Council from full Council) before awarding any contract for the Project. **Applicants should note that the Council reserves the right at its absolute discretion to award or not award any contract as it sees fit.**
  2. The Council reserves the right at its absolute discretion to accept or not to accept any Applicant’s Tender or to not award the Project to any Applicant. The Evaluation Board’s decision will be final. The Advisory Panel members will not be able to appeal the Evaluation Board’s decision.

### Instructions to Applicants

* 1. Applicants must submit their Tenders in accordance with the following instructions (the **Instructions**). Tenders that do not comply with these Instructions in any particular way may be rejected by the Council at its sole discretion and the Council's decision in the matter shall be final.

## Introduction

* 1. Applicants are invited to submit their Tenders as described in this ITT.
  2. Applicants are responsible for obtaining all information necessary for the preparation of their Tenders. All costs, expenses and liabilities incurred by any Applicant in connection with the preparation and submission of their Tender and (in the case of acceptance of a Tender by the Council) in connection with the execution of all and any contract documents, are to be borne by that Applicant Neither the Council nor any of its representatives (including its officers, members, employees and advisors) shall, under any circumstances, be liable in any way to any Applicant for any costs, expenses or losses incurred by any Applicant or other person in relation to their participation in this procurement or otherwise.
  3. The Council in no way warrants the information given to an Applicant by the Council and Applicants must satisfy themselves of the accuracy of any information provided by the Council. Save in the case of fraud, under no circumstances will the Council, its officers, members, employees, agents or advisers accept any responsibility or liability whatsoever for any loss or damage of whatever kind and howsoever caused arising from or in consequence of the use by Applicants of such information.
  4. The fact that an Applicant has been invited to submit a Tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the SQ previously submitted. The Council makes no representation regarding any Applicant’s financial stability, technical competence or ability in any way to carry out the Project.
  5. Applicants’ attention is drawn to the Appointment set out at Annex 4. It is **essential** that Applicants are completely familiar with the contents of the Appointment and the BIM Protocol set out in Annex 9 before compiling their Tenders. Applicants considering entering into a contractual relationship with the Council should make their own enquires and investigations of the Council’s requirements beforehand. The subject matter of this ITT and the Tender shall only have contractual effect when it is contained in the express terms of an executed form of Appointment on such or such other agreement properly entered into and executed by the Council.

## Confidentiality

* 1. Applicants must treat all information supplied by the Council in connection with this procurement process as confidential (and shall ensure that their employees, consultants, subcontractors, advisers, insurers and funders shall treat documentation supplied in relation to this ITT as confidential).
  2. Applicants shall not, without the prior written consent of the Council, at any time make use of such information for their own purposes or disclose such information to any person, except:
* where the disclosure is required by law or any court, regulatory or government authority competent to require the same; or
* to the extent where such information is brought within the public domain otherwise than by the breach of this paragraph by the relevant Applicant; or
* to the extent that the information becomes available to a party otherwise than pursuant to this procurement; or
* where such information is disclosed for the purposes of obtaining sign-off from insurers and legal advisers on the Appointment, or for obtaining sureties, guarantees or commitments from proposed sub-contractors or suppliers and other information required to be submitted with Tenders
  1. Applicants must treat this ITT (and all the documents forming part of or appended or scheduled to this ITT) and all other information provided by or on behalf of the Council as private and confidential. No Applicant should disclose that it has been invited to submit a Tender or release details of this ITT (and all the documents forming part of or appended or scheduled to this ITT) other than on a strictly confidential basis and to the extent strictly necessary to such parties as the Applicant needs to consult in order to submit a Tender.
  2. Applicants shall not at any time release any information concerning the ITT and/or their Tenders and/or any related documents and/or discussion with the Council in this connection for publication in the press or on radio, television, screen or any other medium, unless such release is agreed in advance with the Council in writing.
  3. This ITT is issued in confidence and remains the property of the Council. The copyright in this ITT is vested in the Council and may not be reproduced, copied or stored on any medium without the prior consent of the Council except in relation to the preparation of an Applicant’s Tender.

## Copyright and intellectual property

* 1. Each Applicant warrants to the Council that no document that it prepares as part of its Tender Proposals shall infringe any Intellectual Property Rights (as such term is defined in the Appointment).
  2. Each Applicant undertakes to indemnify the Council and to keep the Council indemnified against all actions, claims, demands, liability, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any breach of the provisions of paragraph 1.12 above of these Instructions.

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## Conflicts of interest

* 1. The Council may exclude any Applicant if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.
  2. Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Applicant to inform the Council and provide details of the conflict. Please note that routine pre-market engagement carried out by the Council should not represent a conflict of interest for an Applicant, provided that the engagement has been carried out in a transparent manner.

## Submission of Tenders

* 1. No unauthorised alteration or addition (save for the inclusion of the relevant information) should be made to the Tender, Fees Schedule or any other document forming part of the Tender. Tenders must not be qualified in any way apart from as allowed under the ITT and must be submitted strictly in accordance with the ITT, including these Instructions. Tenders must not be accompanied by any covering letter or any statement that could be construed as rendering the Tenders equivocal and/or placing it on a different footing from other Tenders.
  2. The Council reserves the right to retain all Tenders submitted by Applicants throughout the period that their Tenders remain valid and open for acceptance and for **six (6) months** after that date.
  3. Any failure to comply with these requirements for the submission of the Tender and other requirements regarding time of receipt and submission of signed documents may cause the Tender to be disallowed at the sole decision of the Council whose decision will be final.
  4. Any Tenders or other supporting documents received after the Closing Date will not be considered for acceptance by the Council.
  5. Rule 24 of the Council's Contract Procedure Rules states that:

In every formal contract a clause shall be inserted to secure that the Council shall be entitled to cancel the contract and to recover from the contractor the amount of any loss resulting from such cancellation, if the contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forebearing to do or having done or foreborne to do any action in relation to the obtaining or execution of the contract or any other contract with the Council, or for showing or forebearing to show favour or disfavour to any person in relation to the contract or any other contract with the Council or if the like acts shall have been done by any person employed by him or acting on his behalf (whether with or without the knowledge of the contractor), or if in relation to any contract with the Council the contractor or any person employed by him or acting on his behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or the Bribery Act 2010, or shall have given any fee or reward the receipt of which is an offence under the provisions of sub-section (2) of Section 117 of the Local Government Act 1972.

* 1. Tenderers will be required to comply at all times with this Procedure Rule.
  2. The Tenders and other supporting documents shall be completed in black ink or type, in the English language and state all monetary amounts in British Pounds Sterling.
  3. The Tender must be signed:
* Where the Applicant is an individual, by that individual; or
* Where the Applicant is a partnership, by at least two (2) partners duly authorised to sign on behalf of the partnership; or
* Where the Applicant is a company, by two (2) directors or by a director and the company secretary, such persons being duly authorised for that purpose.
  1. Each Applicant shall produce forthwith upon request by the Council documentary evidence of any authorisation referred to in paragraph 1.23 of these Instructions.
  2. Applicants should note that the Appointment and its formation, interpretation and performance shall be subject to and interpreted in accordance with the laws of England.
  3. Applicants should include in their Tenders all information required by the Fees Schedule and should include in the proposals all information required by the ITT and all costs necessary to undertake the Project safely and in compliance with all statutory provisions and other rules or regulations relating to the Appointment.
  4. The ITT and all other documents provided to Applicants will remain the property of the Council. Applicants are advised to retain for themselves details of their submissions. The Council reserves the right to make a charge if an Applicant requests a copy of its submitted Tender.

## Change of Consortium members/information provided at SQ

* 1. The composition of any pre-qualified Applicant (including consortium members) shall not be changed except with the Council’s prior written consent. Applicants should also notify the Council of any changes to the identity of any significant sub-contractor. The Council reserves the right to determine whether or not to continue with the assessment of an Applicant’s Tender, whether or not to allow an Applicant to continue to participate in the procurement process and/or whether or not to enter into any agreement in respect of the project with an Applicant where there has been a change (direct or indirect) in the composition or ownership of that Applicant or a change in the principal relationships between the Applicant’s consortium members. If there has been a change to an Applicant’s consortium members, or a change to the identity of a significant sub-contractor which the Council reasonably believes could significantly impact on the delivery of the Project, the Council reserves the right (without being obliged) to require the Applicant to complete a new SQ for assessment in accordance with the criteria used by the Council in relation to the assessment of the Applicant’s original response to the SQ.
  2. Applicants are required to inform the Council immediately of any changes to the information provided in their response to the SQ and shortlisting stage (including but not limited to information concerning members and structure of the consortium). Any new information that is provided to the Council in accordance with this requirement may be evaluated by the Council in accordance with the same assessment criteria used to evaluate the original responses to the SQ or shortlisting stage as appropriate. The Council reserves the right to withdraw the qualification of an Applicant at any time following the assessment of new information where the conclusion of such assessment is that, had the Council been aware of the new information at the time of evaluating the Applicant’s initial response to the SQ or short listing, the Applicant would not have been successfully pre-qualified or been shortlisted.
  3. Applicants are reminded that they are required to advise the Council of any significant changes to the information supplied in the SQ after it has been submitted. Significant changes will include, amongst other things, those that if they had occurred before being invited to submit Tenders, would have resulted in the Bidder not passing the financial assessment at SQ stage. The Council will consider significant changes carefully and reserves the right to disqualify an Applicant in such circumstances.

## Rejection of Applicants

* 1. Any Tender submitted by any Applicant in respect of which the Applicant does any of the following may not be considered for acceptance and may, accordingly, be rejected by the Council and the relevant Applicant excluded from further participation:
* Submits an abnormally low bid;
* Fixes or adjusts the amount, prices, charges and rates shown:
* By or in connection with any agreement or arrangement with any other person; or
* By reference to any other Tenders or
* Communicates to any person other than the Council any information except in accordance with this ITT; or
* Enters into any agreement or arrangement with any other person that such other person shall refrain from submitting an ITT or shall limit or restrict the amounts, prices, charges, and rates to be shown by any other Applicant in its Tenders and other documents; or
* 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 caused, to be done in relation to any other Applicant or any other Tenders, or other documents, any act or omission; or
* Fails to use the English language; or
* Fails to state monetary amounts in British Pounds Sterling; or
* Fails to comply with these Instructions or any part of the Invitation Document.
  1. Such non-acceptance or rejection by the Council shall be without prejudice to any other civil remedies available to the Council in respect thereof or to any criminal liability that such conduct by a Applicant may attract.

## Non-Consideration of Tenders

* 1. Further to the above, the Council may in its absolute discretion refrain from considering any Tender if either:
* in the opinion of the Council it does not comply in any respect with the requirements of this ITT; or
* in the opinion of the Council it contains any significant omissions or qualifications.

## Evaluation of Tenders

* 1. In regard to the Tender process, the Council reserves the right at any time at its absolute discretion:
* to make whatever changes it sees fit to the content, process, timing and structure of the Tender process and to issue amendments or modifications to this ITT; and
* to accept or not accept any Tender submitted pursuant to the ITT; and
* not to award a contract and to withdraw from, suspend or terminate the procurement procedure, any part of the procurement procedure and/or this ITT and to procure the appointment of an Applicant by any alternative means within the legal requirements which the Council is subject to (including by way of undertaking a new procurement process).
  1. All information and documents submitted by Applicants by the Closing Date will be considered, as well as any other information that the Council requires to be submitted.
  2. Applicants should note that:
* any information provided by or on behalf of the Council including, without limitation, the particulars of their properties are a general outline, for the guidance of the Applicants and do not constitute the whole or any part of an offer or contract; and
* neither the Council nor their professional advisers guarantee the accuracy of any description, dimensions, references to condition, necessary permissions for use and occupation and other details forming part of or appended to this ITT and Applicants must not rely on them as statements of fact or representations and must satisfy themselves as to their accuracy; and
* neither the Council nor their professional advisers will be liable, in negligence or otherwise, for any loss arising from the use of the relevant information.
  1. The Council gives notice that:
* this ITT is set out as a general outline only for the guidance of Applicants and does not constitute, nor constitute any part of, an offer or contract; and
* all descriptions, dimensions, references to condition and necessary permissions for use and occupation, and other details are given without responsibility and any Applicant should not rely on them as statements or representations of fact but must satisfy themselves by inspection or otherwise as to the correctness of each of them.

## Warranties

* 1. In submitting a Tender, each Applicant warrants, represents and undertakes to the Council that:
* it has not done any of the acts or matters referred to in paragraph 1.31 of these Instructions and has complied in all respects with these Instructions; and
* all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Applicant its employees or agents in connection with or arising out of the Tender are true, complete and accurate in all respects; and
* it has made its own investigations and research and has satisfied itself in respect of all matters (whether actual or contingent) relating to its Tender; and
* it has satisfied itself as to the correctness and sufficiency of the information it has inserted in the Fees Schedule and included in its Proposals; and
* it has full power and authority to enter into the Appointment and undertake the Project; and
* it is of sound financial standing and has and will have sufficient premises, working capital, skilled personnel, , goods and materials and other resources available to it to carry out the Project; and
* it will obtain all necessary consents, licences and permissions to enable it to carry out the Project and will from time to time obtain and maintain all further and other necessary consents, licences and permissions to enable it to continue to do so; and
* it will not at any time claim or seek to enforce any lien, charge, or other encumbrances over property of whatever nature owned by the Council and that is for the time being in the possession of the Applicant

## Data Protection Act

* 1. Applicants shall at all times:
* comply with the Data Protection Act 1998 (as amended from time to time and any subsequent data protection legislation from time to time in force) (the **DPA**); and
* maintain the confidentiality of personal data to which they have authorised access pursuant to this ITT; and
* indemnify the Council and keep the Council indemnified against loss, destruction or procuring of data contrary to the DPA by the Applicant, its servants or agents; and
* in accordance with paragraph 12 of Part 11 of Schedule 1 to the DPA:
* process any personal data supplied to the Applicant by the Council only in accordance with the Council's written instructions; and
* comply with obligations equivalent to those imposed by a data controller by the seventh principle of Part 1 of Schedule 1 to the DPA.

## Freedom of Information Act

* 1. Applicants are to note that the Council is subject to the Freedom of Information Act 2000 (the **FOIA**) and the Environmental Information Regulations 2004 (**EIR**). Under the FOIA and EIR, members of the public or any interested party may make a request for information held by the Council at the time of the request.
  2. Following such request, the Council will consider the disclosure of any information, including price quotes, contained in Tenders both successful and unsuccessful, subject to the exemptions of the FOIA. Applicants should be aware that attaching a blanket label of ‘private and confidential’, 'commercially confidential' or similar to a Tender may not exempt those Tenders from disclosure under the FOIA.
  3. If an Applicant considers that all or any part of its Tender and/or any specific information contained therein constitute a “trade secret”, or that the Tender or information is commercially sensitive information disclosure of which would be likely to prejudice the commercial interests of any party, believes that a duty of confidentiality applies or otherwise considers that such documents and/or information falls within any other exemption set out in the FOIA, the Applicant should:
* attach information it considers to be commercially sensitive e.g. costing or trade secrets in a separate schedule marked ‘commercially sensitive information’ or ‘trade secret’ and include a time limit for the sensitivity of the information; and
* in respect of such schedule and/or specific information, identify the particular FOIA exemption that the Applicant claims apply in the particular circumstances. Applicants should do so in full knowledge of the relevant terms of the Lord Chancellor’s Code of Practice (the Code) under Section 45 of the FOIA, giving advice to public authorities on the handling of requests under the FOIA. This will enable Applicants to make such claims based on reasons that address the requirements of the Code. Further information about the FOIA and a copy of the Code is available from the Department of Constitutional Affairs’ website at [www.dca.gov.uk/foi/codepafunc.html](http://www.dca.gov.uk/foi/codepafunc.html).
  1. Applicants should be aware that, even when they have scheduled or identified relevant documents and/or information and claimed exemption pursuant to paragraph 1.41 and 1.42 of these Instructions, the Council will have complete discretion in deciding whether such documents and/or information should be disclosed under the FOIA.

## Small Business Enterprise and Employment Act 2015

* 1. Applicants are to note that the Council is subject to the Small Business Enterprise and Employment Act 2015 (SBEEA). Under SBEEA, the Government's Mystery Shopper service is empowered to investigate concerns raised on the Mystery Shopper website about public sector procurement exercises. Contracting authorities are required to assist all investigations and to provide relevant information and/or documents within 30 calendar days of a formal notice. This may require the Council to disclose any information contained in any Tender submitted by Applicants.
  2. By submitting a Tender, the Applicant acknowledges and agrees that the Council has complete discretion in deciding whether such documents and/or information should be disclosed under SBEEA (even where Applicants have identified certain information in their submissions as confidential) and the Applicant agrees to waive any contractual or other confidentiality rights and obligations associated with the disclosure of information under SBEEA.

### Form of Tender

To Head of Legal and Democratic Services Winchester City Council City Offices, Colebrook St, Winchester Hampshire SO23 9LJ

**Tender for Architectural Services for Station Approach** **Winchester**

Having examined all the documentation, we hereby confirm our Tender for Architectural Services for Station Approach Winchester as follows:

To carry out the Architectural Services in conformity with the Brief for the Contract Period, for the sums as set out in the priced Schedule of Rates set out in Annex 3 attached to this Form of Tender.

**To this end**:

We enclose the following:-

I. This Invitation to Tender;

II. Instructions to Applicants (Annex 1);

III. Form of Tender (Annex 2);

IV. Fees Schedule to Form of Tender (Annex 3 MS Excel Spreadsheet - Fees Schedule Matrix);

V. Form of Appointment (Annex 4);

VI. Schedule of Services (Annex 5);

VII. Evaluation Criteria for Tender and Interview (Annex 6);

VIII. Confidentiality Undertaking (Annex 7);

IX. Non-Collusion Certificate (Annex 8);

X. Building Information Model (BIM) Protocol CIC/BIM Pro first edition 2013 (as amended) (Annex 9);

XI. Brief (Annex 10);

XII. Compliance Checklist (Annex 11)

Having satisfied ourselves as to all other matters relevant thereto, we confirm our Tender to deliver the Project set out in the ITT (the Project).

We attach our Proposals in relation to the Project as specified in Section 2

We confirm that this is a bona fide Tender to perform the Services set out in the ITT

We confirm that this Tender remains "Subject to Contract" and that the Tender will not constitute any form of binding agreement or contract between us until the Form of Appointment has been executed and completed by both parties.

We agree that the Appointment shall comprise the finalisation and completion of the procurement exercise together with the completion of any other requisite documentation.

In the event that we are selected as the preferred Bidder after completion of the interview, we agree to complete all necessary steps and provide any additional information including information with regard to insurances specified in Requirement 8 of Section 2 that is required following submission of our Tender and following any further clarification which may be required before any appointment is made and prior to the commencement of any appointment.

We accept that no fees will be payable by the Council under the Form of Appointment other than the honorarium until such time as the Form of Appointment has been completed.

In the event of the Council formally accepting our Tender we undertake to execute as a deed and return to the Council the Form of Appointment and any related documentation within ten working days of receipt

We further acknowledge that the Council reserves the right at its sole discretion:

1. Not to award a contract; and/or

2. Not to select a Preferred Bidder and/or

3. To withdraw from this process.

We confirm that we agree with the Council in legally binding terms to comply with the provisions relating to confidentiality set out in the Instructions to Applicants in 1.7 of Annex 1 of the Instructions to Applicants

We confirm that in submitting our Tender, we have satisfied ourselves as to the accuracy and completeness of the information we require in order to do so (including that contained in the ITT).

We confirm that any statement made in our SQ remains true and accurate in all material respects, save as specifically disclosed in our Tender

We certify that the details of this Tender have not been communicated to any other person or adjusted in accordance with any agreement or arrangement with any other person or organisation.

We acknowledge and agree that the Council reserves the right to retain our Tender throughout the period that Tenders remain valid and open for acceptance and for six (6) months after that date.

We confirm that we understand the implications of the Council‘s Contract Procedure Rules 24 Prevention of Corruption as referred to in Condition 1.20 of Annex 1 Instructions to Applicants and that we have and will comply with it.

|  |  |
| --- | --- |
| Signed for and on behalf of the Applicant:  …………  Signed:  Position/Status:  Applicant’s Name:  Address:  Email address  Dated | Signed for and on behalf of the Applicant:  …………….  Signed:  Position/Status:  Applicant’s Name:  Address:  Email address  Dated |

### Fees Schedule

* 1. The fees that the Council require to be proposed in the submission are those listed within the Standard Services (Annex 5) and Form of Appointment which is attached as Annex 4. **Applicants are required to complete an MS Excel Spreadsheet provided with the procurement documentation for this purpose (Annex 3 – Fees Schedule).**
  2. The Council also require Applicants to specify their hourly rates for Optional Services at this stage and **these figures should also be completed in the relevant Tab in the MS Excel Spreadsheet Annex 3 – Fees Schedule.**
  3. You must fill in and return with your submission documents the completed Fees Schedule MS Excel spreadsheet. This spreadsheet has the following 5 tabs and the evaluation of these is set out in the table below.

Tab: Introduction and Instructions – Please ensure you read this before filling in the relevant tabs.

Tab: Total for Scoring – This tab is populated automatically.

Tab 1: Pricing Schedule – Design and Build

Tab 2: Pricing Schedule – Option to Novate

Tab 3: Pricing Schedule – Client Design

Tab 4: Schedule of rates

|  |  |
| --- | --- |
| **Evaluation : Fee price evaluation maximum score available 30%** spilt down as follows:- | |
| **Relevant Excel Spreadsheet Tab** | **Fee evaluation weighting**  The lowest price Tender will be awarded maximum points per section and all other Tenders awarded points in proportion. This will be done by dividing the lowest Tender price by the bid under consideration then multiplying by the price weighting for each section. Individual section scores will be added together to calculate an overall total score for each bidder. This will then be added to the weighted total quality score. |
| Tab 1: Pricing Schedule – Design and Build  Tab 2 – Pricing Schedule – Option to Novate  Tab 3 – Pricing Schedule – Client Design | **28%**  For Phase 1, a fixed fee is requested. For all other phases and options, a percentage fee. The percentage fee should be based on the given building construction cost (excluding fees) which is for evaluation purposes only.  Please note, that where a percentage is requested, this will then be applied to the actual build contract sum at the start of the construction to calculate fixed fees for the rest of the stages. Such fixed fees are subject to the provisions of the form of appointment which set out the basis for Compensation Events which, in certain circumstances, allow the fee to increase.  The fees will be totalled for all 3 Pricing Schedules to provide a Total Notional Price for Financial Evaluation. |
| Tab 4 – Schedule of rates | **2%**  2% of the total available fee marks will be awarded for the sum of the hourly rates to produce a notional total price for evaluation purposes only.  If any hourly rates are left blank then no marks will be awarded for this whole hourly rate section. |
| Please sign this form to confirm your price submission as per your submitted fees schedule and return together with the Annex 3 – Fees Schedule MS Excel Form. | |

|  |
| --- |
| Dated  Signed by………..  And…………………  Duly authorised on behalf of |

### Form of Appointment

Please see document attached

### Schedule of Services

Please see document attached and refer to the Form of Appointment attached as Annex 4

### Evaluation Criteria

## Introduction

* 1. The Council will carry out a review of Tenders received as described further below.

## General comments

* 1. The information supplied will be checked for completeness and compliance before responses are evaluated.
  2. Responses will be reviewed and scored by the Evaluation Board.
  3. Where a question is marked "information" responses will be considered in as far as they relate to the circumstances set out in Regulation 57 and/or as verification of any answers provided in relation to other questions as part of this document.
  4. Failure to provide a satisfactory response, or provision of a response which is inadequate or incomplete, to any of the questions may result in the Council not proceeding further with an Applicant.

## Stage 1 – Initial screening assessment

* 1. Tenders will be subject to an initial screening assessment to confirm:
* The Tenders have been submitted on time, are completed correctly, are materially complete signed and dated and meet the requirements of this ITT; and
* The Tenders are sufficiently complete to enable evaluation in accordance with the process set out in this Document; and
* That the Applicant has not contravened any of the terms and conditions of the Tender process as provided for in this ITT.
  1. Tenders that are not substantially complete or which are non-compliant with the requirements of this ITT may be rejected at this stage.

## 

## Stage 2 - Evaluation of Tenders

#### Part One

* 1. The Council intends to award any contract based on a scoring of 30% for cost evaluated in accordance with Annex 3 and 70% for quality aspects as assessed through the written information submitted in accordance with the requirements specified in Section 2. An interview will be used to modify the scores allocated for quality from the written information submitted.

#### Evaluation Criteria:

|  |  |  |
| --- | --- | --- |
| **Requirement** | **Criteria** | **Max Score (%)** |
|  | **Tender submission and interview** | **70 – total**  (see breakdown below) |
| **Requirement 1** |  |  |
| Requirement 1 – 2.2i | Higher marks will be awarded to proposals which demonstrate how the design approach and the proposed standards of design and materials are linked to the achievement of the requirements of the Brief for a high quality and welcoming arrival “gateway” point which has accessibility, functionality, and is complementary to the adjacent townscape and Railway Station (see Requirement 1 and 2.2i) | 15 |
| Requirement 1 – 2.2ii | Higher marks will be awarded to proposals which demonstrate that BREEAM excellent, or if possible outstanding can be achieved without placing the overall financial viability of the scheme at risk. | 5 |
| Requirement 1 – 2.2iii | Higher marks will be awarded to proposals which show that the strategies employed are likely to be robust in managing the fees for the architectural and ancillary services and the Project costs as a whole whilst retaining the | 2.5 |
| Requirement 1 – 2.2iv | Higher marks will be awarded to proposals which contain work plans and reporting mechanisms to robustly manage the progress of the Project and to maintain a high and good quality level of communication between the Council and the Project team which will avoid and manage risk issues and challenges that arise during the course of the Project. | 2.5 |
| **Requirement 2** |  |  |
| Requirement 2 – 2.3i | Higher marks will be awarded to proposals which show how the experience of the team will be harnessed so that the Project will successfully deliver the requirements set out in the Brief. | 5 |
| Requirement 2 – 2.3ii | Higher marks will be awarded for resource schedules that show the services being carried out by appropriately experienced staff in order to effectively manage the fee budget but which also demonstrates appropriate supervision at key and important points of the Project. | 2.5 |
| Requirement 2 – 2.3iii | Higher marks will be awarded for organisational structure charts which demonstrate clear lines of communication with the Council so that there is a manageable number of members of staff who will be liaising with the Council. | 5 |
| Requirement 2 – 2.3iv | Higher marks will be given to proposals which link the approach to project management to the ability of people to work together to deliver the Project as a team which minimises the risk of poor co-ordination and timeliness of input from both consultant and contractor teams. | 5 |
| Requirement 2 – 2.3v | Higher marks will be allocated to proposals which demonstrate that a competent team of staff who are up to date and enabled by their practices to develop professionally will continue to support the Project with strategies to minimise the risk of staff turnover on the Project. | 2.5 |
| **Requirement 3** |  |  |
| Requirement 3 – 2.6 | Proposals which do not allow the Architect’s Team to comply with health and safety law will fail the Requirement and the Applicant will be excluded from the Tender process. Higher marks will be awarded for proposals which demonstrate how the approach to health and safety will ensure full compliance of the Architect’s Team with health and safety legislation. | Fail or scored up to 5 marks |
| Requirement 4 |  |  |
| Requirement 4 – 2.10i | Higher marks shall be awarded where the proposed methodology is likely to effectively engage with each group of stakeholders to elicit high quality information and build trust with those stakeholders. | 5 |
| Requirement 4 – 2.10ii | Higher marks will be awarded for a methodology which demonstrates how the sifting or review process will be used to present the information in a structured way to the Council allowing the information to be interpreted easily. | 5 |
| Requirement 4 – 2.10iii | Higher marks will be awarded to a proposed process which deals sensitively with conflicting view from different stakeholders and identifies strategies which are likely to resolve these conflicts. | 5 |
| Requirement 4 – 2.10iv | Higher marks will be awarded to examples of how the Architectural Team has been flexible enough to incorporate stakeholder feedback into design in a way that enhances the scheme without losing the overall Architectural vision. | 5 |
| **Requirement 5:**  Notification of Organisational Changes  **Requirement 6:**  Form of Appointment accepted  **Requirement 7:**  Confidentiality Undertaking  Non Collusion Undertaking  **Requirement 8:**  Insurances |  | All pass/fail |
| **Requirement 9:**  **Price:**  Fees Schedule Annex 3 |  | **30** |
| **Requirement 10:**  SQ information |  | Pass/fail |
| **Total:** |  | **100** |

**Scoring guide**

The following scoring guide will be used to evaluate your answers to Requirements 1-4. Each of the questions will be initially scored out of 5, and then the relevant multiplier will be applied to ensure that the weighted maximum score set out above is achieved. For example, for Requirement 2 – 2.3v, Applicants’ scores will be multiplied by 0.5 to reflect the maximum score available of 2.5.

|  |  |  |
| --- | --- | --- |
| **SCORE** | **DEFINITION** | **BENCHMARK** |
| **5** | **Excellent** | In the opinion of the evaluators, the response provides information which:- • addresses all requirements, and  • provides excellent quality relevant supporting evidence which to some material degree provides evidence of an exemplary response, and  • fully meets all WCC’s expectations including demonstrating innovative approaches to achieving outcomes in the brief. |
| **4** | **Very Good** | In the opinion of the evaluators, the response provides information which:  • addresses all requirements and  • provides very good quality relevant supporting evidence which to some material degree provides evidence of a very good response, and  • Meets the WCC’s expectations in all material respects with no weaknesses or areas of concern. |
| **3** | **Good** | In the opinion of the evaluators, the response provides:  • good quality information which addresses all requirements; but  • the supporting evidence is less than good in some material degree or is of limited relevance to the response. |
| **2** | **Marginal** | In the opinion of the evaluators, the response provides information which addresses all requirements. BUT the response:  • fails to provide relevant supporting evidence; or  • the evidence is not relevant to the response. |
| **1** | **Unacceptable** | In the opinion of the evaluators, the response:  • falls short of achieving the expected standard in a number of identifiable respects and/or  • the proposal highlights significant areas of concern. |
| **0** | **No submission** | No information supplied. |

#### Part Two

#### Interview

* 1. The interview carried out in accordance with the specifications as set out in Section 4, will be used to moderate the scores awarded to requirements 1, 2 and 4 (Section 2) in the Tender submission.

## Stage 4 – Final Decision and Approval

* 1. Scores for all stages of the Tender assessment will be added together to produce a final ranking of Applicants. The scores for each Applicant based on the Applicants’ written responses to Tender, interview and financial assessment will be agreed by the Evaluation Board.

The Applicant with the highest overall score will be recommended by the Evaluation Board to the Council’s Cabinet for final approval and the Council will need to obtain this formal approval from its Cabinet (and if so required at the discretion of the Council from full Council) before awarding any contract for the Project. Applicants should note that the Council reserves the right at its absolute discretion to award or not award any contract as it sees fit.

* 1. Checks will be carried out against the Preferred Applicant in respect of the matters which they have self certified at SQ stage and subject to these being satisfactory the Applicant will be awarded the contract.

### Confidentiality Undertaking

To: Winchester City Council ("the Council")

RE: An Appointment for Architectural Services for Station Approach Winchester

We declare and accept that we shall not during the Tender process for the above Appointment or at any time thereafter disclose to any person (except as may be required or permitted by law) the Invitation Documents or any information contained therein or subsequently provided to us by the Council or on the Council's behalf in connection with this Tender, all of which information shall be deemed to be confidential.

We further declare and agree that:

* We will use such information only for the purposes of preparing our Tender and shall promptly return to the Council un-copied or otherwise delete or destroy all the documents contained in the Document and other information provided to us in connection with this procurement exercise if subsequently we are unable to Tender or having Tendered our Tender is not successful
* We shall neither dispose nor part with possession of any confidential material provided to us by the Council or prepared by us pursuant to this procurement exercise, save where the disclosure of such confidential information is essential for the procurement of legal advice or an insurance quotation pursuant to the procurement process
* We shall not and shall ensure that any person employed by us or acting on our behalf does not divulge to any third party any information which comes into our or their possession in the course of performing the Project or submitting any Tender
* We declare that we are and shall remain registered under the Data Protection Act 1984 or the Data Protection Act 1998 or equivalent and any amending or repealing or substituting legislation
* We shall indemnify the Council against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by us of this undertaking

|  |  |
| --- | --- |
| Signed for and on behalf of  Dated | Signed for and on behalf of  Dated |

### Non-Collusion Certificate

To: Winchester City Council ("the Council")

RE: An Appointment for Architectural Services for Station Approach Winchester

The essence of the public procurement process is that the Council shall receive bona fide competitive Tenders from all Applicants. In recognition of this principle we hereby certify that this is a bona fide Tender, intended to be competitive, and that we have not fixed or adjusted the amount of our Fee Schedule or the rates or prices quoted by or under or in accordance with any agreement or arrangement with any other person. We have not:

* Entered into an agreement with any other person with the aim or preventing a Tender being made or as to the fixing or adjusting of the amount of any price in any Tender or the conditions on which any Tender are made; or
* Informed any other person, other than the person calling for Tender of the amount or the approximate amount of the Tender ; or
* Caused or induced any person to enter into such an agreement as is mentioned in paragraphs 1 and 2 above or to inform us of the amount or the approximate amount of any rival Tender for the Project; or
* Offered or agreed to 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 to having caused to be done in relation to any other Tender for the Services covered by the Project; or
* Canvassed any other persons referred to in paragraph 1 above (and/or any member of the Evaluation Board or Advisory Panel) in connection with the contract; or
* Done any act which would amount to a breach of the Bribery Act 2010, or would have done if such action had been carried out in the UK, and no Associate Person (as defined in the Bribery Act 2010) has done any act which would cause the Council to be in breach of section 7(1) of the Bribery Act.

In this certificate, the word 'person' includes any person, body or association, corporate or incorporate and 'agreement' includes any arrangement whether formal or informal and whether legally binding or not.

|  |  |
| --- | --- |
| Signed for and on behalf of  Dated | Signed for and on behalf of  Dated |

### Building Information Model (BIM) Protocol CIC/BIM Pro first edition 2013 (as amended)

## 

## Introduction

* 1. In 2011 the Cabinet Office published the Government’s Construction Strategy. This requires “all public sector projects be fully collaborative 3D BIM (with all project and asset information, documentation and data being electronic) as a minimum by 2016”, identifying a ‘level 2’ standard to be achieved. The key objective is to modernise the construction sector, reduce capital cost and the carbon burden from the construction and operation of the built environment by as much as 20%.
  2. Central to these ambitions is the adoption of process and collaborative behaviours that will unlock new, more efficient ways of working at all stages of the project life-cycle (i.e. conception through to demolition). Much in the same way that computer aided design (CAD) developed on from 2D drawing boards, BIM now takes advantage of 3D capabilities by using computer ‘models’ to facilitate well informed decision making. BIM is a way of working - it is what you do and how you do it together.
  3. At its heart BIM is the management of information. Huge amounts of information and data are generated throughout the life of a construction project; this is then added to through the operational life of the asset(s). To make best use of this information and increase efficiency, it needs to be managed effectively. Building Information ‘Modelling’ is perhaps better described as Building Information ‘Management’ in a team environment.
  4. To maximise the benefits of collaborative working a single source of information is vital, with all information generated being managed and, when verified and validated, made available for use. A key function of this ‘Common Data Environment’ (CDE) is to ensure multiple exchange of information is possible across a variety of hardware and software platforms, available in an ‘open protocol’ language.

## Station Approach – BIM Approach

* 1. For the Station Approach Development scheme the Council wishes to use BIM to enhance communication, collaboration and coordination through the design and build stages and for the subsequent long term maintenance of the finished buildings.
  2. This will include seeking to work towards BIM Level 2 (3D) in relation to the following:
  3. Provision of better information and coordination of information by all parties involved in the process:
  4. Availability of digital information to all parties;
  5. Seeking better cost certainty through enhanced estimation and construction phases;
  6. Provision of a full set of digitised building information and scheduled maintenance requirements.
  7. Further requirements – BIM manager
* Hold workshop with the client team to determine BIM requirements.
* Establish BIM Execution Plan setting out the aspirations of the Client and set the standards and collaboration required to deliver it.
* Hold BIM Delivery meeting with the design team at the commencement of each RIBA stage to agree delivery of BIM and establishment of protocols and procedures for delivery.
* Establish Clash Detection process between all members of the design team.
* Manage Clash Detection process between all members of the design team.
* Provide clash detection updates at an interval agreed with the Lead Designer and Project Manager.
* Create a BIM specification for purposes of procurement of a Principal Contractor.
* Review Tender returns from the Principal Contractor for compliance against BIM specification.
* Handover BIM model to contractor.

## Assumptions

* 1. The BIM manager scope assumes the following:
* All design consultants are fully responsible for developing and issuing their information in a REVIT compatible format.
* The BIM manager role is not responsible for amending or enhancing the models of any consultants.
* It is to be assumed that, if required, 4D time planning is by others.
* These activities are considered to be undertaken for the Employer during RIBA Stage 2, 3 and 4A only.
* It is to be assumed that the contractor will assume responsibility for the BIM model post Stage 4A.

## Framework Strategy

* 1. The Government has defined Level 2 BIM as consisting of a number of components:

1. PAS 1192-3

Specification for information management for the operational phase of assets using BIM

1. PAS 1192-2

Specification for Information Management for the capital / delivery phase of construction projects using BIM

1. BS 1192-4

Collaborative production of information. Fulfilling employer's information exchange requirements using COBie. Code of practice

1. PAS 1192-5

[Specification for security-minded BIM, digital built environments and smart asset management](http://shop.bsigroup.com/ProductDetail/?pid=000000000030314119)

1. CIC BIM Protocol

[www.cic.org.uk/publications](http://www.cic.org.uk/publications)

1. Government Soft Landings (GSL)

Cabinet Office Section 1 - Introduction

1. RIBA Digital Plan of Work

[www.ribaplanofwork.com](http://www.ribaplanofwork.com)

1. Classification

[www.cpic.org.uk/uniclass](http://www.cpic.org.uk/uniclass)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **1.0 Client Organisation – Strategy Questions** | | | | | |
| **Ref** | **Question** | | **Guidance Note** | | **Client Response** |
| 1.1 | Have you had experience of a project that has used a Building Information Modelling (BIM) process? | | Use this question to inform the level of Building Information and Modelling awareness of the client organisation. | | Yes Chesil Extra Care Development Scheme. Architect - pdp architecture llp |
| 1.2 | Do you have a defined working process for the use of BIM across your projects / building(s) / estate? | | Client to provide (as appendices to this document) any strategy / process documents which the client organisation may have already produced to manage their projects / portfolio. | | No |
| 1.3 | Who is responsible for operating and maintaining your building(s) / estates? | | Use this to identify who the client uses to operate and maintain the building(s) under their control. | | WCC Estates procure the necessary maintenance of its buildings and those which are tenanted. |
| 1.4 | How is your facilities management budget set? Is it linked to the project’s capital budget e.g. lifecycle costs, energy targets. | | This is to identify how the FM budget is linked to the capital cost plan for your project, to inform the likely considerations needed in a BIM environment. | | Included within the Council’s revenue budget and linked to its Asset Management Plan  New project/ building acquisitions will be assessed and budget adjusted accordingly |
| 1.5 | Are there any particular facilities management system(s) / provider(s) already in place? If so, provide a short explanation of the system(s) you / your providers have and a high level overview of how these are used. | | This identifies any current FM system(s) (e.g. Maximo) being used by the current FM provider(s). | | No specific internal system. Building will be designed to be ‘stand alone’. |
| 1.6 | Does your organisation have a policy on the use of ‘standardisation’ and, if so, do you have a list of components / specialist suppliers / design guides which must be used in your building(s) / estates? | | This is to identify if the client has a set of standards which need to be adopted in the BIM process. How is this used? | | No |
| **2.0 Project Specific – Informative Questions** | | | | | |
| **Ref** | **Question** | **Guidance Note** | | **Client Response** | |
| 2.1 | Have you defined what end user outputs you require from the BIM process? | Use this to determine if the client has defined outputs in mind for an individual project. | | No but this can be agreed with the contractor and project team alongside Asset Management team | |
| 2.2 | Have you prepared an Employer Information Requirements (EIR) document, that includes defining the project outputs in line with PAS 1192-2 | Use this to define if an EIR document exists or needs to be prepared. | | In part. Included in project information / brief and this can be agreed with the contractor and project team alongside Asset Management team | |
| 2.3 | Have you identified who you expect to participate in the project decision making process and how this will be managed on the project? | Use this to identify required stakeholders. | | Yes  Internal Client/ Project team lead by WCC Head of Estates. | |
| 2.4 | Have you defined who will be responsible for BIM operation in delivering this project and for the lifecycle of the asset? | Are they employed directly by the client, or are on-going professional services required, have skill levels been assessed, including training. | | Not at the time | |
| 2.5 | How do you want to capture / use the data outputs? | During the project and at the end to run the building | | COBie outputs would be desirable but happy to discuss. Integration with Asset Management System is required, to be determined with Asset Management team as project progresses. | |
| 2.6 | Have you defined what operational information your facilities management team require? Are they able to use the BIM data to maintain your buildings/ estates? | Use this to define what actual FM outputs will be required, in particular across a range of projects / asset portfolio to ensure a consistent and measured approach to the actual provision of useful FM information. | | We don’t currently but we would like to discuss this with our Facilities management team. | |
| 2.7 | Have you defined how you want the information / models / data delivered to you? | Use this to inform the production of a project specific BIM Execution Plan - Model information compliant with the client’s technical standards including those defined in BSI PAS 1192-3Specify in Employers Information Requirements. | | Native format models to be supplied (i.e. Autodesk Revit files) alongside a free viewer software such as Autodesk Navisworks Freedom. Also IFC model to be provided.. COBie data requirements tbc. | |
| 2.8 | Will the project follow the soft landings approach? | Use this to define how the "soft landings approach" is required and how this is to be integrated into a BIM enabled project. Confirm if ability to monitor operation and use of building is required in first 3 years of use. Might inform fine tuning of use of the building. | | Yes but extent of the detail to be confirmed.  Further information can be read at :  BSRIA Procurement Document : <https://www.bsria.co.uk/services/design/soft-landings/faqs>  Guidelines and Working Practices :  [*http://www.bimtaskgroup.org/gsl-department-guidance-documents*](http://www.bimtaskgroup.org/gsl-department-guidance-documents) | |
| 2.9 | How, who by and when will your new facility operate (e.g. opening hours, on site maintenance teams)? | Use this to define level of BIM competence / compliance to work in a BIM enabled environment when the building is in use. | | Not yet defined but may need extended access | |
| 2.10 | Have you defined an aftercare process for your building(s) / estates and how do you see it being used on this project? | Use to define if aftercare process through the defects period has been defined as part of the brief, including consideration for service during defects period. | | Provisionally: 12 months maintenance and call out via the contractor during defects period | |
| 2.11 | Is your aftercare process aligned to the use of common data outputs and models and, if so, what FM systems will the BIM process be required to interface with? | Use this to define the overall strategic aims for major preventive and planned maintenance and how the models and data will be linked to any BMS or Cafm system | | Nothing currently exists at project start | |
| **3.0 Project Specific – Process Questions** | | | | | |
| **Ref** | **Question** | **Guidance Note** | | **Client Response** | |
| 3.1 | Have all parties working on the project been engaged with a clear understanding of the BIM objectives for the project? | Use this to define if client has already employed anyone on the project and, if so, were they employed to work in a BIM enabled environment. | | Parties not yet engaged | |
| 3.2 | Have the parties to the project been employed in line with the RIBA Plan of Work 2013 Toolkit? | This is to define if the client has reviewed and understood the overall steps in the process. | | Yes.  Further information can be read at :  <http://www.ribaplanofwork.com/Toolbox.aspx> | |
| 3.3 | Who will be the point of responsibility for setting/ agreeing your information and modelling strategy? | Use this to define the way in which the client will use the BIM process to communicate with their internal team and what specific / additional information the client will need to enable them to make decisions. Do you require BIM in 2D or 3D? Can you identify who needs to see what information, what format it is in and when you want to access / use it? | | Internal document controller to be appointed.  Project manager current contact. | |
| 3.4 | How do you intend to use the BIM process to inform / validate your budgets - both Capital (Capex) and Revenue (Opex) - and who will be responsible for carrying this out? | Use this to identify / establish a process for internal/external cost controls using the information and modelling process | | Yes we do in the future and will be carried out by externally appointed QS, who can operate and understand the technology | |
| 3.5 | Has a BIM Execution Plan been prepared for the project and, if so, what is its current level of development / status? | A contractual BIM execution plan and protocol for the project defining different levels of design maturity for each project phase, who will develop the content, to what standards, who will be authorised to use it, for what purpose, how it will be coordinated, who will own what and how information incompatibilities shall be resolved. This is to includethe means and protocols for the communication of informationbetween parties**.** | | No, to be prepared by the project team / contractor led team in consultation with the client. | |

### Brief

Please see attached document

### Compliance Checklist

Applicants should check their submissions prior to issue and check that all documents listed here are included in the submission:

|  |  |
| --- | --- |
| Item | Completed and included (delete as appropriate) |
| Completed …………..(as set out in Section 2 of this ITT) | Yes/No |
| Completed Form of Tender (as set out in Annex 2) | Yes/No |
| Completed Fees Schedule (as set out in Annex 3) | Yes/No |
| Included Financial Information (as set out in Section 3 Requirement 10 ) | Yes/No |
| Completed Proposals Section 2 | Yes/No |
| Signed Confidentiality Undertaking (as set out in Annex 7) | Yes/No |
| Signed Non-Collusion Certificate (as set out in Annex 8) | Yes/No |
| Building Information Model (BIM) Protocol CIC/BIM Pro first edition 2013 (as amended) (as set out in Annex 9) | Yes/No |
| Evidence of insurance as set out in Requirement 8 | Yes/No |
| Evidence of relevant members of the Applicants practice registration with the Architects Registration Board or European equivalent as set out in Requirement 10 | Yes/No |