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**Invitation to Tender**

**Appointment of Lead Consultant for the redevelopment of Cakebridge Place**

**Contract reference 2016-003**

**February 2016**

Schedules

1 Statement of Requirement and Instructions to Tenderers

2 Draft CBC Standard Form of Contract for Consultants

3 Certificate of Non Collusion and Non Canvassing

4 Form of Tender

5 Tender Questionnaire

6 Commercial / Price Schedule

Appendix 1 Location Plan Cakebridge Place

**Schedule 1 - Statement of Requirement and Instructions to Tenderers**

1. **Background**

This appointment shall include undertaking all project management responsibilities; designer duties (including development briefs); QS duties and cost management; planning consultancy; Building Regulation submissions; health and safety and CDM Principal Designer duties, utilities and services coordination and contract administration.

It is envisage that the following will need to be appointed separately but coordinated fully by the lead consultant, civil engineering design (including drainage design) and building services; ecological and environmental assessment services.

The lead consultant shall provide professional services as more fully defined in the adopted RIBA Plan of Work as set out below.

The redevelopment project comprises removal of redundant housing foundations; new drainage provision, re-levelling/grading land, modification to utilities and setting out to accommodate the provision of an open ‘pay and display’ car park facility for Cheltenham AFC. The site area is approximately 3,000m2.

The anticipated redevelopment budget is £350,000.00 including fees. Project cost out-turn shall remain commensurate to the project budget.

1. **Lifetime Assessment**

Operating expectations, life cycles and maintenance issues shall be fully defined within the proposed design(s).

1. **Reporting**

The Consultant shall report to Head of Property and Asset Management and will be expected to provide regular formal written contract management updates to evidence progress to the assigned surveyor.

1. **Form of Agreement**

Shall be the CBC Standard Form of Consultants Appointment, see Schedule 2.

1. **General Obligations**

As set out more fully in the Form of Agreement and as defined in the Stages of Services set out below.

1. **Insurances**

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| --- |
| Professional Indemnity cover shall be £5,000,000 |
| If the existing Professional Indemnity cover excludes, or is subject to limited indemnity, for services that involve asbestos, an appropriate policy shall be taken out by the Lead Consultant  |
| Public Liability cover shall be £5,000,000Employers Liability cover shall be £5,000,000 |
|  |

1. **Payment**

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| --- |
| Basis of payment will be a fixed fee with stage payments as follows: |
| Completion of Stage 0 and 1 |
| Completion of Stage 2 and 3 |
| Completion of Stage 4 |
| Completion of Stage 5 |
| Final payment at completion of Stage 6 and 7 |

1. **Stages of Services**

**Stage 0 – Strategic Direction**

|  |  |
| --- | --- |
| Tasks |  |
| 0.1 | Identify Client’s needs and objectives, business case and possible constraints on development; visit the Site to aid initial appraisal |
| 0.2 | Compile Strategic Brief |
| 0.3 | Undertake initial appraisal for assembling the project team |
| 0.4 | Establish the Project Programme |
| 0.5 | Undertake pre-application discussions with the Local Authority Planning department |

**Stage 1 – Preparation and Brief**

|  |  |
| --- | --- |
| Tasks |  |
| 1.1 | Review Stage 0 and develop initial statement of requirements into the Design Brief on behalf of the Client confirming key requirements and constraints |
| 1.2 | Agree Schedule of Services, Design Responsibility Matrix and Information Exchanges and prepare Project Execution Plan including Technology and Communication Strategies and consideration of common standards to be used |
| 1.3 | Develop Project objectives and Project outcomes including sustainability aspirations, budgets and other constraint parameters; prepare necessary cost information |
| 1.4 | Prepare feasibility studies and assessment of options to enable the Client to decide how to proceed; carry out such studies as may be necessary to determine the feasibility of the Clients requirements |
| 1.5 | Identification of procurement method, procedures, organisational structure and range of consultants and others to be engaged for the project |
| 1.6 | Prepare specifications and seek minimum of three quotations for any design work surveys that may be required for the purpose of concluding all technical design requirements to include but not limited to:* Services survey (existing building services and capacities)
* Structural survey (building and foundation design)
* Geotechnical survey (site investigations including boreholes)
* Measured building survey where required (CAD & 3D modelling)
* Topographical survey (land survey)
* Archaeological field survey
* Heritage statement of significance report
* Utilities survey (electrical)
* Utilities survey (gas)
* Utilities survey (water and drainage)
* Asbestos (refurbishment & demolition) survey
 |
| 1.7 | Prepare the Project Risk Assessment and manage Project Risk Register to completion |
| 1.8 | Prepare proposals and make application for outline planning permission and/or change of use where necessary |
| 1.9 | Arrange and chair the initial Project Risk Workshop; prepare the subsequent Risk Profile and Project Risk Assessment, and manage Project Risk Register to completion |
| 1.10 | Establish and prepare the Project Programme to include all aspects of the Project from inception to completion |
| 1.11 | Prepare and coordinate the Stakeholder Analysis and Engagement Plan |

**Stage 2 – Concept Design**

|  |  |
| --- | --- |
| Tasks |  |
| 2.1 | Prepare Concept Design, including outline proposals for structural design, building services systems, outline specifications and preliminary cost Information along with relevant Project Strategies in accordance with the Design Programme; agree alterations to brief and issue final Project Brief |
| 2.2 | Implementation of Design Brief and preparation of additional data |
| 2.3 | Review with the Client alternative design and construction approaches and cost implications; advise on methods of procurement and review Project Programme |
| 2.4 | Prepare proposals and make application for outline planning permission |
| 2.5 | Coordinate appointment of the Design Team in line with the Design Responsibility Matrix and Project Execution Plan |
| 2.6 | Progress Cost Information; prepare a Construction Strategy, a Maintenance and Operational Strategy, a Health & Safety Strategy and Handover Strategy |
| 2.7 | Formalise sustainability pre-assessments and identify climate-change resilience  |
| 2.8 | Provide information to others for cost planning and Client duties for the CDMC; undertake information exchanges (including UK Government requirements) as necessary |
| 2.9 | Allow for design ‘workshops’ commensurate with the Project complexities |

**Stage 3 – Developed Design**

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| Tasks |  |
| 3.1 | Prepare Developed Design, including coordinated and updated proposals for structural design, building services systems, outline specifications, Cost Information and Project Strategies in accordance with Design Programme; prepare Technical Designs in accordance with design responsibility |
| 3.2 | Prepare specifications and seek minimum of three quotations for any design and planning pre-application surveys that may be required for the purpose of gaining full planning consent to include:* Ecological survey (dependant on project impact on ecology)
* Archaeological intrusive survey
* Arboriculture survey (dependant on project impact on trees)
* Environmental survey
* Traffic impact assessment
* Design and access statement
* Environmental impact assessment
* Flood risk assessment
 |
| 3.3 | Review information and implement any changes that arise from comments made before all outputs are coordinated prior to Information Exchange at the end of Stage 3 |
| 3.4 | Progress Procurement Strategy in line with the Council’s Constitution; advise on and recommend form of building contract and explain the Client’s obligations there under |
| 3.5 | Review Project Programme |
| 3.6 | Review and update Project Execution Plan, including Change Control Procedures |
| 3.7 | Review and update Construction and Health and Safety Strategies |
| 3.8 | Make full application for Planning Permission and Building Regulations approval and any other third party submissions requiring consents |
| 3.9 | Progress accuracy of Cost Information; prepare a Construction Strategy, Maintenance and Operational Strategy and a Health and Safety Strategy |
| 3.10 | Review and update sustainability, SWMP, maintenance, operational and handover strategies and all associated risk assessments |
|  |
| 3.11 | Provide information to others for cost planning and Client duties for the CDMC; undertake information exchanges (including UK Government requirements) as necessary |
| 3.12 | Allow for further design ‘workshops’ commensurate with the Project complexities |

**Stage 4 – Technical Design**

|  |  |
| --- | --- |
| Tasks |  |
| 4.1 | Prepare Technical Design in accordance with Design Responsibility Matrix and Project Strategies to include all architectural, structural and building services information, specialist subcontractor design and specifications in accord with Design Programme. |
| 4.2 | Review all third party designer input and specialist subcontractor design work to ensure their work is integrated with the coordinated final design |
| 4.3 | Review and update Project Execution Plan; coordinate production information |
| 4.4 | Review all Project Strategies together with the Construction Strategy, including sequencing, and update Health and Safety Strategy |
| 4.5 | Review Project Programme |
| 4.6 | Discharge planning consent conditions as required |
| 4.7 | Provide information for cost planning for the PQS and Client duties for the CDMC; undertake information exchanges as necessary |
| 4.8 | Submit plans for proposed building works for approval of landlords, funding bodies, freeholders, tenants or other stakeholders as requested by the Client. |
| 4.9 | Undertake Tender Action to include advise on and obtain the Client’s approval of successful expressions of interest; invite Tenders in accordance with the Council’s Constitution; evaluated Tender returns and produce Tender Report; revise production information in line with adjustments in the Tender sum  |

**Stage 5 - Construction**

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| --- | --- |
| Tasks |  |
| 5.1 | Advise the Client on the appointment of the Contractor and on the responsibilities of the parties and the Contract Administrator under the building Contract |
| 5.2 | Prepare the building Contract and arrange for it to be signed |
| 5.3 | Administer the terms of the building Contract and provide on-going production information as required by the design |
| 5.4 | Undertake designer duties in response to any design queries from the Main Contractor and coordinate other consultants designer duties as required under the building Contract |
| 5.5 | Generally inspect materials delivered to the site |
| 5.6 | As appropriate instruct sample taking and carrying out tests of materials, components, techniques and workmanship and examine the conduct and results of such tests whether on or off site |
| 5.7 | As appropriate instruct the opening up of completed work to determine that it is generally in accordance with the Contract Documents |
| 5.8 | At intervals appropriate to the stage of construction visit the site to observe and comment on the contractor’s site supervision and examples of his work relevant to the provisions of the building contract |
| 5.9 | Conduct meetings with the contractor to review progress |
| 5.10 | Collate financial reports prepared by others and issue overall cost reports to the Client |
| 5.11 | Monitor the Construction Programme and progress of the Works against the Contractors programme and report to the Client |
| 5.12 | Monitor the Change Control mechanism |
|  |
| 5.13 | Inspect and issue Certificates as required under the building Contract |
| 5.14 | Monitor Construction Planning condition discharges as necessary |
| 5.15 | Generally oversee execution of construction Works allowing sufficient site visits and supervision to inspect Works, monitor progress and enable the delivery of a timely and successful Project |
| 5.16 | Update Construction and Health and Safety Strategies |
| 5.17 | Review and update Sustainability Strategy and implement Handover Strategy, including agreement of information required for commissioning, training, handover, asset management, future monitoring and maintenance and ongoing compilation of ‘As-constructed’ Information |

**Stage 6 – Handover and Close-out**

|  |  |
| --- | --- |
| Tasks |  |
| 6.1 | Compile Defects (snagging) Schedule and sign off rectification as required |
| 6.2 | Manage Handover of the development/ building  |
| 6.3 | Conclude administration of the building Contract |
| 6.4 | Assist the Client during initial occupation period (three months) |
| 6.5 | Manage negotiations of Final Account |
| 6.6 | Review Project performance and attend Feedback meeting with Client |
| 6.7 | Check and ratify all O&M documentation submissions prior to Handover |
| 6.8 | Undertake information exchanges (including UK Government requirements) as necessary |

**Stage 7 – In Use**

|  |  |
| --- | --- |
| Tasks |  |
| 7.1 | Administrate on-going Defects Schedule making-good during the Rectification Period |
| 7.2 | Administrate ‘seasonal commissioning’ as necessary |
| 7.3 | Undertake final rectification period inspections following rectification period and administer remedial Works as necessary |
| 7.4 | Administrate Final Account |
| 7.5 | Undertake Post-occupancy Evaluation including sustainability targets and prepare report for the Client |

**Additional Services required by the Client shall include:**

|  |  |
| --- | --- |
| Tasks |  |
| AS.1 | The appointment shall include providing CDM Principal Designer duties to the Client in accordance with the Construction (Design and Management) Regulations 2015 |
| AS.2 | The appointment shall include providing surveying services in connection with Party Wall negotiations where the proposed development impacts on adjoining property |
| AS.3 | In addition to attendance at all meetings deemed necessary within the scope of the above Stages of Services, allow to attend meetings, held within the Borough of Cheltenham as set out below:Stage 0 – 4 allow to attend regular Client meetings in line with the Strategic Brief and in addition to attend CBC Internal Project Board meetings every two (2) weeks to report on progressStage 5 – 7 allow to attend regular Client meetings in line with the Project Brief and weekly site meetings during construction and in addition to attend CBC Internal Project Board meetings every four (4) weeks to report on progress |

1. **Instructions to Tenderers**

The contents of this tender and any of the other documentation sent to you in respect of this process are provided on the basis that they remain the property of the Council.

No Contractor will undertake any publicity activities with any part of the media in relation to the Councils or this tender without the prior written agreement of the Council, including agreement on the format and content of any publicity.

This tender is made available in good faith. No warranty is given as to the accuracy or completeness of the information in it and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by the Council and its advisors.

You are deemed to understand fully the processes that the Council are required to follow under relevant European and UK legislation, particularly in relation to The Public Contracts Regulations 2015.

**9.1 Contract Terms and Conditions**

Please refer to Section 1 - Schedule 2\_ Draft CBC Standard Form of Contract for Consultants

**9.2 Period of Validity**

Tenderers are required to keep tenders valid for acceptance for a period of 90 days from the date of receipt of the tenders.

**9.3 Clarification of Meaning of Contract**

If you wish to raise further points of clarification then these matters should be submitted via email to **procurement@gosharedservices.org.uk** no later than **17:00 hours Wednesday 24 February 2016** to enable any technical questions to be answered and circulated to all tenderers. To be headed “Appointment of Lead Consultant for the redevelopment of Cakebridge Place” – 2016-003.

We will endeavour to acknowledge your requests for clarification by return email within 24 hours of receipt. If you do not receive an emailed acknowledgement within this time during the tender period would you please contact Procurement on 01242 775055 or 01285 623311 to confirm that it has been received and registered.

**9.4 Conditions of Tender**

You must comply with the following conditions; they are designed to ensure that all tenders are treated equally and fairly and to comply with all the legal requirements for public sector procurement.

**9.5 Collusion, Fraud and Corruption**.

All tenderers are required to complete a Certificate of Non-Collusion and Non-Canvassing (see Schedule 3).

**9.6 Basis of Prices**

All fixed prices quoted must be in £ sterling, exclusive of VAT at the prevailing rate or Insurance Premium Tax; but must include all costs including delivery and expenses (travel and subsistence).

Each price you propose will be expected to be “commercially viable” i.e. sustainable over the long term and therefore form the basis of contracted pricing, where applicable.

The tenderer shall bear all the costs, expenses and liabilities incurred in connection with the preparation and submission of their tender.

**9.7 Completion of Documents**

The Council reserves the right to amend the tender documents in any respect, at any time prior to the closing date and time for the receipt of tenders.

**To assist preparation, an electronic copy of the tender documents has been made available to you. Please make sure you complete and return all the documents provided as these will be used to ensure accuracy, equality and fairness of the evaluation process.**

Tenderers must quote their services, prices and rates and other costs in Schedule 6\_Commercial / Price Schedule.

All documents must be completed in English.

Where the tender documentation permits submissions for parts only rather than the whole of the contract, where appropriate enter “no offer”.

A clear and easily understood tender increases the chances of success. As a general rule the order in which the information is presented should follow the pattern of the tender document itself.

Tenders which are incorrectly completed will **not** be considered for acceptance. Tenders must be submitted using the documents provided.

Correction fluid must not be used on tender documents, any alterations must be in ink and initialled by the tenderer.

Tenders must not be qualified, conditional or accompanied by statements which could be construed as rendering them equivocal and/or placed on a different footing to those of other tenders.

Should you wish to make any alternative offers, if applicable, the alternative tender **must be in addition to** the tender you submit in accordance with these documents. Alternative tenders, if submitted, must be shown separately and not on the form of tender, and must be sufficiently detailed to allow proper consideration.

**9.8 Signing of documents**

All documents requiring a signature must be signed:

* where the tenderer is a Company, by two directors or by a director and the secretary of the Company, such persons being duly authorised for the purpose
* where the tenderer is a partnership, by a duly authorised director of each company within the partnership and indicate the lead partner for the bid.

The tenderer shall also produce forthwith upon request by the Council documentary evidence of any authorisation referred to above.

**9.9 Acceptance of Tenders**

The Council reserves the right not to accept any tender, in whole or in part and reserves the right to cancel this process at any time.

The Council reserves the right to disqualify any tender if:

* it is not in accordance with the tender documentation and contract;
* the tenderer makes any variation to the statement of requirement or other documentation comprising part of the contract;
* it contains any gaps or omissions.

**9.10 Financial standing**

The Council will need to fully satisfy itself that the tenderer is of sound financial standing and has sufficient working capital, skilled staff, equipment and other resources available to them to provide the service.

Financial checks may be undertaken as part of this process.

**9.11 Returning of Tender Documents**

To assist tenderers in preparation, an electronic copy of the documents have been made available to you. Please make sure you complete and return all the documents provided as these will be used to ensure accuracy, equality and fairness of the evaluation process.

When you have answered all the questions, provided all the required information, supporting documentation please submit two hard copies and one copy electronically by CD or USB memory stick by the closing date and time indicated below.

You are advised to ensure that you make a complete copy, to be kept for your own reference.

**Tender Documents to be returned -**

|  |  |
| --- | --- |
| **Section 1 -Schedule 3** | **Signed Certificate of non-collusion and non-canvassing** |
| **Section 1 - Schedule 4** | **Signed Form of Tender** |
| **Section 1 - Schedule 5** | **Tender Questionnaire** |
| **Section 2 - Schedule 6** | **Commercial / Price Schedule** |

Please return **2** hard copies and **1** electronic version via CD or USB memory stick of your tender bid by special delivery, recorded delivery or courier.

Your package for the hard copies must be marked as follows:

**‘Tender – Strictly Confidential –** **“Appointment of Lead Consultant for the redevelopment of Cakebridge Place” – 2016-003**

The hard copies of your tender bid must be delivered in the manner described above to:-

**Business Partner – Procurement, Cheltenham Borough Council, Municipal Offices, Cheltenham, Gloucestershire, GL50 9SA**

Time / Date for tender return (2 hard copies and 1 electronic copy): **by 17:00 hours Wednesday 2 February 2016.**

The closing date for the return of tenders is given above. Any tenders received after this time will **not** be considered for acceptance unless an extension of time has been granted in writing by the Council. Such late tenders will be returned to the tenderer. Tenders received ahead of the closing date will remain unopened and held in safe custody by Procurement until designated tender opening time and date.

**9.12 Evaluation of Tenders**

The tender process will be conducted to ensure that all tenders are treated equally and fairly and in accordance with all statutory requirements such as European Union Public Procurement Directives and Public Contracts Regulations.

Information contained within the completed tender will, along with any subsequently provided information, be contractual information and will form part of the contract. Any errors within these documents may therefore be regarded as a breach of contract. Utmost care should be taken to ensure the accuracy of all information submitted.

Our evaluation of tenders will be based upon the information provided in your tender. Failing to provide all the information requested may put your tender at a disadvantage.

Tenders will be evaluated and award of contract, if any, will be made on the basis of the “most economically advantageous tender”, taking into account quality and cost, as stated below.

The evaluation of submissions will be based upon:

* Selection criteria; and
* Award criteria

The submissions that pass the selection criteria stated in Schedule 5 - Tender Questionnaire will then be evaluated against the award criteria below. Those deemed to fail the selection criteria requirements will not be considered further.

|  |  |
| --- | --- |
| **Schedule 5 – Tender Questionnaire**Section 1 – Contractor information | **Information only** |
| Section 2 – Grounds for mandatory exclusion | **Pass / Fail** |
| Section 3 – Grounds for discretionary exclusion Part 1 and Section 4 - Grounds for discretionary exclusion Part 2 | **Pass / Fail****Pass / Fail** |
| Section 5 - Economic and financial standing | **Pass / Fail** |
| Section 7 - Insurance | **Pass / Fail** |
| Section 8 – Equality Act | **Pass / Fail** |
| Section 9 – Environmental management | **Pass / Fail** |
| Section 10 – Health and safety | **Pass / Fail** |
| Section 12 – Social value | **Information only** |
| Section 14 Tender Questionnaire Declaration | **Pass / Fail** |

**5.13 Award and weighting criteria**

This section will be scored and assessed on the basis of the most economically advantageous tender taking into account the total fixed price offered by the bidders.

The award and weighting criteria are as follows

(Price / Commercial 30% / Qualitative Total 70%):

|  |  |  |
| --- | --- | --- |
| **Price** | **Schedule 6 – Work / Price Schedule**Please return a completed Schedule 6 – Commercial / Price Schedule. (P1) Fixed price for delivery of the contract in accordance with Schedule 1\_Statement of Requirement and Instructions to Tenderers(P2) Hourly rates of project personnel for any additional associated work in the event this is identified and requested by the Council. | **Weighting**25%5% |
| **Quality** | **Schedule 5 – Tender Questionnaire**Section 6 – Technical, Professional Ability and Experience | **Weighting** 30% |
| **Quality** | **Schedule 5 – Tender Questionnaire**Section 11 – Quality Assurance | **Weighting** 8% |
| **Quality** | **Schedule 5 – Tender Questionnaire**Method Statement Section 13.1.1 detailed quality proposalMethod Statement Section 13.1.2 engage with stakeholdersMethod Statement Section 13.1.3 cost management competence | **Weighting** 18% 7%7% |

**9.14 Price / commercial scoring system**

Each tender submission will be awarded a weighting based on its relationship with the lowest priced tender on the basis of the submitted total fee. The tender with the lowest total fee will be awarded the full 25% and 5% weighting available respectively. Each of the remaining tender submissions will be awarded a weighting on a pro-rata basis according to the following calculation:

Lowest tender price / Potential contractor price x 25% of weighting to be allocated.

For example:

|  |  |  |
| --- | --- | --- |
| **Potential contractor** | **Total price (£)** | **Pro rata weighting (based on 25% being allocated to the price criteria)** |
| A | £10,000 | 25% |
| B | £12,000 | 21% |
| C | £14,500 | 18% |

**9.15 Qualitative Scoring Matrix**

Each of the responses to the scored Sections 6, 11 and 13 detailed in Schedule 5 - Tender Questionnaire will be scored in accordance with the following to produce a total weighted score out of 70% based on the scorecard below:

|  |  |
| --- | --- |
|  **SCORE** | **DESCRIPTION** |
| 5 | **Exceeds expectations**Gives high confidence that all key aspects of the requirements will be achieved and may be relied upon without reservation. Offers added value and/or innovation relevant to the statement of requirement / specification |
| 4 | **Meets expectations**Gives confidence that all key aspects of requirements will be achieved.  |
| 3 | **Satisfactory**Generally meets requirements, gives minor reservations about meeting some of the requirements |
| 2 | **Unsatisfactory**Below expectations and does not fully address the requirements and gives rise to concerns about potential reliability |
| 1 | **Poor** Well below expectations, response is limited or inadequate or substantially irrelevant to the requirements |
| 0 | **Unacceptable**Nil response, or is incomplete or irrelevant to the requirements that it is not possible to form a judgement |

**9.16 Abnormally Low Tenders**

Where the pricing of a Tender is abnormally low, the Council reserves the right to reject the tender in accordance with the requirements for further investigation under The Public Contract Regulations 2015.

**9.17 Short-listing of tenders**

Tenderers should note that the Council reserve the right to short-list; hold interviews / presentations or visit premises or reference sites as part of the process to identify and appoint a Contractor.

The purpose of the interview / presentation, or premises or reference site visits will be to explore the validity of the initial evaluation and to confirm the Council understanding of the Tenderers’ proposals, and where appropriate to probe issues into greater depth.

No new criteria or weightings will be introduced. Moreover, no separate marks are ‘reserved’ for award at this stage. Instead, the Council will use the interview / presentation responses or premises or reference site visits as a basis on which to ‘moderate’ up or down, the scores originally awarded when the tenders were evaluated.

The number of Tenderers short-listed will solely depend upon the initial evaluation of Tenderers’ bids, consequently the Council cannot commit to any numbers at this stage.

Any costs that you incur as a result of this will be deemed to be included in your tender and will be the responsibility of the contractor.

Tenderers who are successful for shortlisting for interview and presentation will be notified by email.

Any costs that the bidder incurs as a result of this will be deemed to be the responsibility of the bidder.

**9.18 Contract Award**

The proposed date for contract award notification of the Lead Consultant is week commencing 07 March 2016. Contract start date is to be agreed with the winning tenderer and upon receipt of a signed written contract.

Any resulting contract will consist of the contents of the Tender Pack, the Agreed Terms and Conditions and the successful tender submission. The contract will be subject to English law and the exclusive jurisdiction of the English Courts.

 Once the successful Contractor(s) is/are chosen, the Council will notify them and all unsuccessful contractors of the outcome in writing by email and provide a short de-brief to the unsuccessful tenderers including details of the successful tenderer and what their score was in comparison to your score.

**9.19 Contract Start**

If you are the successful Tenderer, you will be sent the contract documentation to sign **before** you start fulfilling your obligations under the contract subject to meeting and pre-conditions or checks prior to entering into the contract.

You will also need to complete any performance bonds or other documentation required as a result of this contract.

You should be ready to start on the day indicated in the contract award document (to be confirmed) and to ensure that all relevant resources are available for that start date.

**9.20 Post-Contract Monitoring**

The successful tenderer will be expected to collaborate with the Council over the contract period to achieve continuous improvement in the quality and delivery of the Contract in accordance with the Council obligations under Part 1 of The Local Government Act 1999. Tenderers are considered to have confirmed their willingness to participate in this activity in their tender.

**9.21 Freedom of Information Act**

Information in relation to this tender may be made available on demand in accordance with the requirements of the Freedom of Information Act 2000.

The contractor acknowledges that, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act (‘the Act’) the text of the Contract and any Schedules to this Contract is not confidential information. The Council shall be responsible for determining in its absolute discretion whether any part of the Contract or its Schedules is exempt from disclosure in accordance with the provisions of the Act.

**9.22 Local Government Transparency – publication of tender documents and contracts**

The Government has set out the need for greater transparency across the public sector organisations to enable the public sector to hold public bodies and politicians to account. As part of this initiative Government requires local authorities to publish all expenditure exceeding £500 and the resulting contracts. Tenderers applying for this Contract should be aware that if their tender is successful information about the resulting contract may be published and the documents made available to those requesting them.

1. **Timeline (estimated)**

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| --- | --- |
| Invitation to Tender – Open Procedure | 10 February 2016 |
| Expressions of interest and Questions of Clarification | Deadline 17:00 hours Wednesday 24 February 2016to procurement@gosharedservices.org.uk  |
| Tender submission | **Deadline 17:00 hours Wednesday 02 March 2016** |
| Evaluation Panel | 03 – 04 March 2016 |
| Notification of shortlisting or presentations | To be confirmed if required |
| Notification outcome and standstill period where applicable | Week commencing 07 March 2016 – to be confirmed |
| Mobilisation and pre-contract site investigations  | March / April 2016 – to be confirmed |
| Works Tender | October 2016 – to be confirmed |
| Commencement of Works | November / December 2016 - to be confirmed |
| Completion of Works | To be confirmed |
| Contract management reporting | Minimum weekly progress meetings with Client, Principal Contractor and Contract Administrator |