

## MALVERN HILLS DISTRICT COUNCIL

### Installation of Digital Signage Screens & Systems At Malvern Theatre



**Version 3**  
**February 2016**

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| Definitions |   |
|-------------|---|
| Bidder      | Supplier invited to submit a response to this Tender  |
| Contractor  | Shall mean the Bidder whose Tender is accepted in whole or in part and, where the context so admits, their personal representatives or successors, as the case may be, and permitted assignees. |
| Tender      | Supplier's response to this Tender  |
| The Council | Shall mean Malvern Hills District Council.  |

## **INTRODUCTION & BACKGROUND**

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### **1. THE WORKS**

- 1.1 Malvern Hills District Council is inviting Tenders for the Design, Supply and Installation of new LED signage screens and systems at Malvern Theatres.
- 1.2 The Council does not undertake to accept the lowest Tender, or part, or all of any Tender, and the acknowledgement of receipt of any submitted Tender shall not constitute any actual or implied agreement between the Council and the Bidder. The Council reserves the right to accept any part, or all, of any Tender or Tenders at its sole discretion.
- 1.3 Bidders are advised to read the Tender documents carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted by the Council.

### **2. THE BASIS OF THE TENDER**

- 2.1 The Council reserves the right to cancel the Tender at any point. The Council is not liable for any costs resulting from any cancellation of this Tender.
- 2.2 This Invitation to Tender is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained in it and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by the Council and its advisers.
- 2.3 The successful Contractor will be responsible for carrying out at its expense all activities and operations necessary for the satisfactory delivery of the Contract in accordance with the Specification, Bidder's Response, Pricing Schedule and the Terms of Contract. In the event of any conflict between the Council's Terms of Contract and the Contractor's own conditions of contract, the Council's Terms of Contract shall prevail.
- 2.4 All Bidders will be informed as to the outcome of their Tender.
- 2.5 In the event of a satisfactory Tender not being received, the Council reserves the right to consider alternative procurement options.
- 2.6 If it is found that any Bidder has provided information in support of their Tender which is later found to be false and/or misleading the Council reserves the right to cancel the Tender and claim reimbursement of any additional costs incurred.
- 2.7 All information supplied by the Council in connection with this Tender shall be treated as confidential by Bidders except that such information may be disclosed so far as is necessary for the purpose of obtaining sureties, guarantees and quotations to assist in the preparation of a Tender.
- 2.8 These documents shall remain the property of the Council and shall be returned with the Tender.
- 2.9 Due care and attention has been paid in detailing the specification and all information is as accurate as possible however, there may be some discrepancies on figures and e.g., number of lights or fittings therefore all bidders are requested to allow for contingencies and undertake full due diligence inspections.

### **3. PROJECT PARTICULARS**

#### **3.1**

- i. This contract is for the Supply and Installation of new LED signage screens and systems at Malvern Theatres.
- ii. The fibre back bone system is already place with details set out in the enclosed appendix.
- iii. This project is split into three phases and is detailed in the enclosed appendix.

#### **3.2 Project Location**

Malvern Theatres, Grange Road, Malvern, Worcestershire, WR14 3HB

#### **3.3 Parties Involved**

- i. Employer: Malvern Hills District Council, The Council House, Avenue Road, Malvern,WR14 3AF
- ii. Designer: Signage Design Consultancy, Hurst Street, B5 4TB
- iii. Project Team
- iv. Contractor: successful tenderer

#### **3.6 Site Inspections**

- i. All bidders will be required to complete a site inspection and take due cognisance of all site conditions prior to submitting their tender. Any Tender from a Tenderer who does not visit the site will be void
- ii. Appointment for site inspection must be made with reference to the procurement timetable and by contacting [procurement@malvernhills.gov.uk](mailto:procurement@malvernhills.gov.uk)

#### **4. PROCUREMENT TIMETABLE**

4.1 The procurement is intended to follow the time-line below:

|   |  |
|---|--|
| Invitation to Tender Issued             | <b>12<sup>th</sup> February 2016</b>   |
| Site Inspections                        | <b>Week commencing 22<sup>nd</sup> February – 4<sup>th</sup> March 2016</b>  |
| Deadline for Questions / Clarifications | Any queries or clarifications must be issued no later than <b>12.00pm Monday 7<sup>th</sup> March 2016.</b>        |
| Deadline for Tenders                    | <b>12pm Friday 11<sup>th</sup> March 2016.</b> Any Tenders received after this time and date will not be accepted. |
| Evaluation Period                       | <b>Week commencing 14<sup>th</sup> March 2016</b>  |
| Appointment of Successful Tenderer      | <b>18<sup>th</sup> March 2016</b>  |
| Prestart Meeting                        | <b>Week commencing 21<sup>st</sup> March 2016</b>  |
| Work to start on site                   | <b>Week commencing 28<sup>th</sup> March 2016</b>  |
| Contract Completion                     | <b>22<sup>nd</sup> April 2016</b>  |

4.2 Please note the Council reserves the right to amend this time-table following Submission of written Tenders.

4.3 Throughout the evaluation process the Council reserves the right to seek clarifications from Bidders where this is considered necessary to achieve a complete understanding of the bids received. In any event, should the evaluation panel, in its reasonable judgement, identify a fundamental failing or weakness in any Tender then that Tender may, regardless of its other merits, be excluded from further consideration.

#### **5. FIRM PRICE PERIOD**

5.1 Prices will remain firm for a minimum period of **6 months** – commencing from the start date of the contract.

#### **6. DELIVERY ADDRESS**

6.1 Delivery of goods / services will take place at the following address:

**Malvern Theatres  
Grange Road  
Malvern  
Worcestershire  
WR14 3HB**

## EVALUATION CRITERIA & METHODOLOGY

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### 1. EVALUATION CRITERIA

1.1 The Tenders will be evaluated on the basis of best value with the price to quality ratio being **50:50**

1.2 The quality criteria for this Tender are as follows :

i. Essential criteria:

- As set out in Part A of the Bidder's Proposal

ii. Scored Quality criteria:

- As set out in Part B of the Bidder's Proposal

1.3 Evaluation methodology:

#### Stage 1

- i. Essential Criteria will be evaluated first. Bidders failing to meet all of the Council's Essential Criteria will be rejected from the procurement process at this stage of the evaluation.

#### Stage 2

- ii. Prices quoted will be evaluated to determine each Bidder's price score

The Bidder with the lowest price will be awarded the full percentage available. All subsequent Bidders will be attributed as a percentage difference to the lowest price/cost.

- iii. Scored Quality Criteria will be evaluated to determine each Bidder's quality score

- iv. Scored Quality Criteria will be assessed against the Evaluation Criteria set out below:

| Evaluation Criteria  | Weighting | Document          |
|--|-----------|-------------------|
| Programme of Works including schedule of timescales and approach to working with the Employer/Client, Principal Designer and Project Team to allocate sufficient resources to deliver the Project to the required standard and within the timescale of the agreed programme of works | 20%       | Bidder's Response |
| Health & Safety (including risk assessments) & Construction, Design & Management (CDM) 2015  | 5%        | Bidder's Response |
| Completion & Handover  | 5%        | Bidder's Response |
| Example Case Study of similar successful project   | 20%       | Bidder's Response |

|                         |     |                  |
|-------------------------|-----|------------------|
| <b>Pricing Schedule</b> |     |                  |
| Price                   | 50% | Pricing Schedule |

- v. A bid may not be accepted that significantly fails to satisfy any specific criterion, even if it scores relatively well against all other criteria.
- vi. Bidders who cannot mathematically win the Tender will be excluded at this stage.

### Stage 3

- vii. Following the 2<sup>nd</sup> stage of the evaluation process, the remaining shortlisted Bidders may be asked to attend a post tender clarification meeting with the Project Team. The intention of these clarification meetings is for the Employer to seek clarification on any aspect of the tenders but in particular obtain clarification on each shortlisted Bidder's approach to working with the Employer to deliver the Project to the required standard and within the agreed programme of works.
- viii. Shortlisted Bidder's initial qualitative scores may be adjusted following clarification.

## **2. Quality Evaluation Scoring Key**

- 2.1. Each quality criterion will be scored in accordance with the scoring key below and then multiplied by the appropriate weighting.

|                       |   |
|-----------------------|---|
| <b>0 Unacceptable</b> | Nil or inadequate response. Fails to demonstrate an ability to meet the requirement.  |
| <b>1 Poor</b>         | Response is partially relevant but generally poor. The response addresses some elements of the requirement but contains insufficient/limited detail or explanation to demonstrate how the requirement will be fulfilled.        |
| <b>2 Acceptable</b>   | Response is relevant and acceptable. The response addresses a broad understanding of the requirement but may lack details on how the requirement will be fulfilled in certain areas.  |
| <b>3 Good</b>         | Response is relevant and good. The response is sufficiently detailed to demonstrate a good understanding and provides details on how the requirements will be fulfilled.  |
| <b>4 Excellent</b>    | Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides details of how the requirement will be met in full. |

**Price Scoring** (Maximum **50** points available). A score will be given in relation to the prices offered for all scored bids.

**Example Price Scoring (Maximum 50 points available)**

| Name of Bidder | Total Annual Cost for Additional Services | Formula   | Score out of 50 |
|----------------|---|---|-----------------|
| Bidder A       | £1,000                                    | Lowest Price / Bidders Price x Price Score<br>$\text{£1,000} / \text{£1,000} \times 50$ | 50              |
| Bidder B       | £2,000                                    | $\text{£1,000} / \text{£2,000} \times 50$   | 30              |
| Bidder C       | £3,000                                    | $\text{£1,000} / \text{£3,000} \times 50$   | 20              |

## **PREPARATION & SUBMISSION OF RESPONSES**

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### **1. INSTRUCTIONS FOR COMPLETING TENDER**

- 1.1. To participate, Bidders are required to submit a fully compliant Tender.
- 1.2. Any incomplete or incorrect submissions may be deemed non compliant, and as a result Bidders may be unable to proceed further in the procurement process.
- 1.3. Bidders are strongly advised to read through all documentation first to ensure complete understanding of how to submit a fully compliant Tender.
- 1.4. A fully compliant Tender requires each of the following documents to be completed and submitted to the Council;
  - i. **BIDDER'S RESPONSE**
  - ii. **PRICING SCHEDULE**
  - iii. **DECLARATION OF COMPLIANCE**
- 1.5. All supporting documents are to be referenced 'supporting information'.
- 1.6. The examination and evaluation of tenders will be made by the project team, who will treat the documents as confidential.
- 1.7. In the event of any errors in pricing or errors in arithmetic being detected before the acceptance of the Tender, Bidders will be given the opportunity to stand by or amend his offer.
- 1.8. The Bidder shall verify the numerical sequence of each of the documents by examining the numbers on each page and if any page is missing or duplicated, or if any figures are indistinct he shall immediately notify the Project Manager.



- 1.9. The Bidder shall not alter the text of the tender documents. The selection process will be awarded on the basis of:
- your fixed cost for the proposed works based on the Scope of Works. This should be costed against the headings given in the Pricing Schedule below.
  - your responses to the questions the Bidder's response section.
  - your interview if you are shortlisted.

## **2. Questions and Clarifications**

- 2.1 Bidders may raise questions or seek clarification regarding any aspect of this Tender at any time prior to the clarifications deadline (see the Procurement Timetable set out in paragraph 4 of the Introduction and Background section).
- 2.2 Any clarifications relating to this ITT must be emailed to [procurement@malvern hills.gov.uk](mailto:procurement@malvern hills.gov.uk)
- 2.3 The Council will not enter into exclusive discussions regarding the requirements of this Tender with Bidders.
- 2.4 To ensure that all Bidders have equal access to information regarding clarifications of this Tender, the Council will email all its responses to questions raised by any Bidders to all Bidders participating in the Tender.

## **3. Return of Tender Documentation**

- 3.1. Completed Tenders must be returned by no later than **12pm Friday 11<sup>th</sup> March 2016:**

To: Deputy Chief Executive  
Malvern Hills District Council  
Council House  
Avenue Road  
Malvern  
Worcestershire  
WR14 3AF

- 3.2. No Tender will be considered if it reaches the Council after 12pm on this date.
- 3.3. Tenders must be provided in the sealed, endorsed envelope supplied
- 3.4. Two (2) hard copies are required.
- 3.5. No electronic copies will be accepted.

## **4. Email of Acknowledgement**

You are requested to return an email of acknowledgement to [procurement@malvern hills.gov.uk](mailto:procurement@malvern hills.gov.uk) to confirm your participation as soon as possible.

## SPECIFICATION

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### 1. Outline Method Statement and Scope of Works

**General:** This outline Method Statement and Programme sets down the overall sequence of work and principles which will be adopted to complete the works and is for the guidance of the Bidders in preparing their detailed Method Statements in the Response Document.

#### 1.1 Guiding Principles

The following principles must be adopted in preparing your bid:-

- 1.1.1 The Works are to be completed within the period shown on the Procurement Timetable (set out in paragraph 3 of the Introduction & Background section), or sooner, dependent on access dates.
- 1.1.2 The Contractor will allow for and will be responsible for installation, removal off site of existing fittings, panels and redundant wiring, re-cabling where necessary, transporting on site, unloading and distribution of materials, plant, etc. All access to the site will be via the route agreed with the Employer/Client.
- 1.1.3 All works will be completed during normal working hours – 8am to 6pm – Monday to Friday, outside of this time by agreement with the Employer/Client.
- 1.1.4 It must be noted that this is a live entertainment venue and a detailed programme of works will be agreed with the Contractor prior to works commencing on site.
- 1.1.5 Any variation to the programme of works will need to be agreed with the Employer/Client
- 1.1.6 The Contractor and it's subcontractors if applicable will comply with the requirements of the pre phase construction plan and their approved Construction Health & Safety Plan for the Project, 2015 CDM regulations and all relevant statutory and specific Employer regulations. Please note all staff and operatives will be expected to undertake an induction before commencing work on site. All operatives and staff will be required to be fully qualified for the works they are undertaking. The contractor will be required to supply evidence of valid certification and qualifications.
- 1.1.7 The Principle Contractor should ensure that:
  - (i) suitable safe working practices are adopted when work involves activities local to general public areas.
  - (ii) all contract works are managed to prevent unauthorised access.
- 1.1.8 The Principal Contractor shall prepare a suitable emergency plan to include relevant requirements of the Regulatory Reform (Fire Safety) Order 2005

**N.B Please note that this is a live building, with linked fire alarm systems and shared fire escapes. Care must be taken when working in these areas.**

## **1.2 Construction Design and Management Regulations 2015**

### **1.2.1 The Duty Holders under the regulations are appointed as follows:-**

Client: Malvern Hills District Council, The Council House, Avenue Road, Malvern, WR14 3AF

Principal Designer: To Be Appointed

Principal Contractor: Successful Tenderer

Designer: Malvern Hills District Council/Malvern Theatres

### **1.2.2 The Principal Contractor is responsible for the effective management and control of all aspects of Health and Safety which are associated with the scope of works within the Contractor's undertaking.**

### **1.2.3 The Principal Contractor shall be responsible for compliance with all relevant H & S legislation, including the Construction (Design & Management) Regulations 2015, industry regulations, codes of practice and standards and shall address these requirements accordingly.**

### **1.2.4 The Contractor shall allocate adequate resources to ensure that an effective organisation and adequate arrangements for health and safety are provided and maintained throughout the duration of their works.**

### **1.2.5 The Contractor and his subcontractors shall be responsible for carrying out a risk assessment to identify those significant risks associated with their project specific works.**

### **1.2.6 Health and Safety method statements must be provided for each task, identifying the Control measures to be implemented at the workplace to eliminate or reduce risks associated with their own works and interfaces with others.**

### **1.2.7 The Contractor shall comply with the requirements of their 'Construction Health Safety Plan' and provide the Employer/Client with the necessary information required for the project 'Health and Safety File'.**

### **1.2.8 The Contractor's attention is drawn to the Employer's specific Health & safety Information for Contractors which is appended to this invitation to tender. The Contractor will be deemed to have included for any costs incurred to comply with these requirements.**

## **2. Introduction:**

Malvern Theatres (previously known as The Festival Theatre), is a theatre complex on Grange Road in Malvern. Housed in the Winter Gardens complex in the town centre of Great Malvern, the theatre has been a provincial centre for the arts since 1885. The theatre became known for its George Bernard Shaw productions in the 1930s and from 1977 onwards, along with the works of Edward Elgar. Up until 1965, 19 different plays of Shaw were produced at the Malvern Festival Theatre, and six premiered including The Apple Cart at the opening Malvern Festival in 1929.

Over its history the theatre and festival has closed several times, including during World War II, in the early 1960s, in the early 1970s, and in the late 1990s. In 1995 the complex became the Malvern Festival Theatre Trust and in January 1997 the Malvern Theatres closed for a major refurbishment project, following a 5.2 million pound award from the National Lottery. Central to the aims of the refurbishment was the expansion of the foyer areas to create an improved spacious atrium with ample bar and restaurant areas, exhibition space and a 400-seat cinema. The Festival Theatre, too was refurbished, with a new seating layout (increasing the capacity to around 850 seats) and a new fly tower designed to accommodate scenery from many of the larger productions touring from the West End. The Winter Gardens was also refurbished to produce a new

versatile space with excellent acoustics. This new space (now the Forum Theatre) had its first performance in the refurbished Malvern Theatres in April 1998 (with Nigel Kennedy performing Beethoven's violin concerto), a little over a year after the building had closed.

Although the refurbishment was completed on time and only around 5% over budget, trading was challenging in the years 1998-2003. The comparatively small overspend on the project proved difficult to pay off and left the theatres needing a cash injection in order to trade. With an ex-gratia payment from Malvern Hills District Council, the complex was able to continue as an independent Trust. Financial stability has seen the theatre go from strength to strength. With its modern open-plan feel, flexible spaces Malvern Theatres offers location space for conferences and business meetings. The complex continues to boast a diverse programme of drama, comedy, music, film & dance more diverse than at any time in the theatre's history and audience numbers have increased year-on-year.

## **2.1 Project Objectives**

- (i) Create a welcoming, entertaining, dynamic and lively space for people to enjoy.
- (ii) Enrich the visitor experience and impart information about the breadth of work including performances, events and education and outreach projects.
- (iii) Encourage ticket and event booking, and provide live, up-to-date, performance information each day.
- (iv) Promote the various facilities of the building, encouraging people to explore beyond the theatre foyer.
- (v) Provide a facility for latecomers to view the production on screens located around the foyer until they are permitted entry to the auditorium (future expansion).
- (vi) The screens will also play a crucial role in communicating sponsor's information in line with development objectives to increase sponsorship income.
- (vii) Digital signage will be an integral part of Malvern Theatres brand values and communication, and will be placed in a way that is sympathetic to the architecture of the building.
- (viii) The user interface part of the control system needs to be simple to control and operate.

## **2.2 Project Requirements**

The main objective of the project is to provide a world class digital display system for Malvern Theatres. This system will be implemented across the venue foyers to improve customer communication and experience via a network of strategically located digital screens.

## **2.3 Scope**

Malvern Theatres requires the supplier to provide a tender return to supply and install a digital signage system as detailed throughout this document including the points detailed below:

- (i) Provide costs for the installation of a digital signage network as detailed in this document that provides the capability to send different content to different groups of screens around the building.
- (ii) Provision of control system infrastructure as detailed in this document.
- (iii) Supplying all equipment required to meet the specification including custom housing and fixings where required.
- (iv) Supply basic signage templates.

- (v) Installation and commissioning of system.
- (vi) Options for the provision of spare swap out equipment.
- (vii) Standard and extended warranty on all equipment.
- (viii) Details and costs of system training.
- (ix) On-going support options.
- (x) Supply as fitted documentation and operating manuals within 30 days of completion.
- (xi) Supply all Health and Safety documentation for the period of works.
- (xii) Quotation to be fully itemised to allow the system to be purchased in separate phases.

## **2.4 Types of Screens**

All screen information is detailed in the appendix with all screens to have the minimum specification:

- (i) Commercial displays
- (ii) Have embedded digital signage players that will work with Signage Live digital signage solution.
- (iii) 24hrs/day operation
- (iv) Resolution 1,920 x 1,080 (16:9)
- (v) Minimum Brightness 450 nit for low ambient light areas, brighter for other areas.
- (vi) RS232 control
- (vii) Ribbon screens to all have narrow bezel's, specify bezel to bezel width in return.
- (viii) Screen sizes are detailed in the Appendix.
- (ix) Screen mounting systems and housings to be specified by supplier during site meeting.
- (x) All screens should be mounted on an industry standard bracket system that meet, and in accordance with, the current UK legislation and LOLER / PUWER regulations. The brackets should allow for ease of maintenance and reduce any risks associated with accessing the screens or undertaking works as needed.
- (xi) Please also see installation notes re further mounting requirements.
- (xii) Tenderer to include details of the software, screen and bracket systems in the tender return.

## 2.5 Types of Content

A wide variety of multimedia files will need to be displayed on the network of screens. These will include:

- (i) Box office information
- (ii) Directional signage
- (iii) Show relay from live camera's (2 cameras)
- (iv) Creating a welcoming space
- (v) Communicating the brand
- (vi) Corporate entertaining
- (vii) Presentations
- (viii) Press and corporate communications
- (ix) People flow management
- (x) Video and static content
- (xi) Creative learning information

The content will be supplied in various formats, these will include:

- (i) High quality static images and text
- (ii) High quality moving image
- (iii) Customer Service messages – text & logos
- (iv) Live video feeds – via cameras located in performance spaces

## 2.6 Control System

The system needs to be centrally controlled using the cloud based Signage Live digital signage solution, the system needs to deliver the following key functions.

- (i) Cloud based control system for all devices
- (ii) HD Playback
- (iii) Live feeds via 2 cameras (located in 2 different performance spaces) distributed via IP streaming or video distribution to relevant screens.
- (iv) Internet playback / streaming
- (v) Web browser control from a tablet front end control
- (vi) Box Office screens to have individual local push button controls to allow pre-set messages to be recalled - each screen to have the facility to recall four pre-sets
- (vii) Simple user friendly interface to allow FOH control and system management
- (viii) Independent playback on each display (some displays may be made up of multiple screens)
- (ix) Local PC input connections – to allow PCs to be connected to the screens for presentations (to be discussed at site meeting)
- (x) Sound playback on all show relay screens (not identified at this stage)
- (xi) Signage templates for all screens to be included
- (xii) Allow the management company to administer the system after installation and hand over has been completed.

- (xiii) The system is to be suitable for use by a range of skill bases including basic user to IT professionals.
- (xiv) Must have user account controls to allow for access and approval procedures to be applied.
- (xv) Able to be managed through any terminal, either internal or external, that is connected to the internet through either a wired or wireless connection.
- (xvi) Present industry standard static and moving images without custom configuration.
- (xvii) Present industry standard RSS feeds and web site information without custom configuration.
- (xviii) Allow for user configuration of the presentation layout seen by viewers of the devices.
- (xix) Allow for scheduling of content, by the user, in accordance with the business requirements.
- (xx) Allow the user to either force a content upload, or schedule the content upload at a time that is suitable to the user.
- (xxi) Allow for forced content changes to be actioned via a keyboard action if required.
- (xxii) Hold a default logo within the devices in case of network issues.
- (xxiii) Run on either wired or wireless LAN connections.
- (xxiv) Must have a low bandwidth usage.
- (xxv) Allow for screens to be connected and synchronised during the change of image.
- (xxvi) Allow for images to be spread across multiple screens as required, without custom content generation.
- (xxvii) The screens used must allow for on board diagnostics and reporting without additional services being required.
- (xxviii) The system must have a support network available across the UK. Digital Signage Specification  
| Malvern Theatres – Private & Confidential
- (xxix) The system must be able to be expanded to without large additional costs incurred.
- (xxx) System must receive updates, as required, without additional charge.
- (xxxi) Must be able to manage the power of the screen either by internal scheduling or RS232 commands.
- (xxxii) All screens need to be controlled remotely via RS232 control.

## 2.7 Network

A new IT network will need to be installed to connect all the digital signage equipment to. This network needs to be independent to the Theatres LAN infrastructure. Theatres will provide no network equipment. The contractor can use a wired or wireless network infrastructure. The contractor needs to include all costs associated with having a dedicated ADSL line installed to allow the network to connect to the Signage Live Cloud. None of the digital signage equipment can be connected to the Theatres LAN infrastructure. All costs to install and maintain the network need to be included in the tender return.

## 2.8 General Notes

- (i) Existing poster frames where screens are to be located to be removed and disposed off site. All previous fixing holes to be made good and to receive 2 coats of vinyl silk paint to match existing.
- (ii) All areas chased for cabling along with any other areas disturbed by the works to be made good and to receive 2 coats of vinyl silk paint to match existing.
- (iii) Allow for the supply of all material and labour to construct new studwork walls and timber surrounds to allow for Screens to be recessed. (Please refer to drawings MT001 & MT002).
- (iv) Area where works are to be undertaken to be appropriately barriered off with floor covering to be protected in areas where works are taking place.
- (v) Tenderer to allow for the supply and installation of an appropriately sized consumer unit to run off the distribution boards by chairman's office and photocopy room. All new electrical cabling to the proposed screen locations to run from this new consumer unit.
- (vi) All systems are to be fully tested and commissioned with appropriate certification supplied with all items appropriately labelled.
- (vii) Preliminaries must cover all additional costs to complete the project including Project Management, Delivery, System Drawings, O&M Manuals (Two electronic copies) Plant, waste disposal and training (please allow two days training on all systems).
- (viii) The building does contain asbestos containing materials and the Contractor should refer to the asbestos report.
- (ix) There is a 415v electrical supply located above the Festival Theatre ceiling and therefore Risk & Method Statements must reflect any work in this area.
- (x) A structural survey will be undertaken on the Bridge and Canopy to assess the loading capacity.
- (xi) All screens should be mounted on an industry standard bracket system that is in accordance with, the current UK legislation and LOLER / PUWER regulations. The brackets should allow for ease of maintenance and reduce any risks associated with accessing the screens or undertaking works as needed.
- (xii) Provide the void required behind the screens to be boxed in and also around the screen and framing.



- (xiii) A test screen is to be provided at the prestart meeting to allow for evaluation by the client.

## **2.9 Services provided by Malvern Theatres**

Malvern Theatres will provide the following:

- (i) Rooms centrally located suitable to house all control equipment with connectivity to all screen locations.
- (ii) Fibre backbone infrastructure – as detailed in Appendix.

## **3.0 CAT5 Data & Power Installation**

- (i) Contractor to include the installation of all power and data infrastructure including containment required to complete the installation.
- (ii) All power is to be taken from distribution boards by fibre outlets.
- (iii) All data cables are to be run from the new fibre distribution points as detailed in the fibre schematic – See Appendix.
- (iv) All cables to be hidden, these need to be chased out or run behind plasterwork.
- (v) Cabling to be installed as detailed in cabling installation notes provided by Malvern Theatres – as detailed in the Appendix.

## **3.1 Maintenance**

- (i) The Supplier is to provide 12 months support and maintenance on the installation within the contract at no additional cost to Malvern Theatres with an agreed Service Level Agreement.
- (ii) Any replacement items or modifications required within the first 12 months, due to failure or incorrect specification will be replaced at no cost to Malvern Theatres.
- (iii) Supplier to provide maintenance and support options for all equipment including 3 and 5 year warranty options.
- (iv) Supplier to provide cost options for template creation and 3<sup>rd</sup> party software support.

## **3.2 Training**

The supplier will inform and train all staff presented to them by Malvern Theatres in the general operation of the equipment.

The training will be broken down into the following sections:

- (i) System overview
- (ii) General operation
- (iii) Advanced operation
- (iv) Programming & scheduling
- (v) Technical operation
- (vi) System maintenance
- (vii) Fault finding

### **3.1 Operations & Maintenance Manuals**

The supplier will provide suitable operational manuals at the time of training and to include the following:

- (i) As built drawings in Auto cad & Pdf format showing cable runs and screen positions.
- (ii) Electrical & Data Test certificates
- (iii) All manuals, data sheets and information on all equipment & software installed
- (iv) Warranties
- (v) Emergency contact list for equipment & installed software

### **3.2 Appendix**

The following, attached to this tender document, include:

- (i) Draft network schematic for the proposed signage system.
- (ii) Malvern Theatres fibre optic schematic
- (iii) Screens Specification
- (iv) Floor Plans Detailing The Screen Locations
- (v) Malvern Theatres Proposed Digital Screen Locations (Photos)
- (vi) Malvern Theatres Notes On LED Screen Cable Runs / Building Issues
- (vii) Drawings MT001 & MT002
- (viii) Pre Construction Phase Health & Safety Plan
- (ix) Asbestos Report

### **3.3 Design & Performance Criteria:**

The design and specification of the digital signage system should include, but not be limited to, the items below.

Electrical Cabling - Cables should be run to reflect current installation routes where possible.

Data Cabling - Data cable should be run to the data rack and terminated in a patch bay for maximum flexibility.

Legislation: The system must adhere to all known and proposed changes to legislation and guidance including, but not limited to:

- i. HASAWA 1974
- ii. PUWER Regulations 1998
- iii. Management of Health and Safety Regulations 1999
- iv. 17<sup>th</sup> Edition Electrical Installation.

Installation – Data and Electrical. - Where possible the data and electrical feeds must be separated, however, it is appreciated that in some areas of the existing install this is not possible. If this is the case then suitable cable should be used to reduce the risk of cross talk. Electrical contractor must be NICEIC Registered.

### 3.4 Works

- (i) Access to the working area, this will be confirmed at a later date.
- (ii) Malvern Hills District Council contract will be with the supplier only. Any further sub-contractors will remain under the control and instruction of the supplier.
- (iii) The installation will not be considered signed off and accepted until agreement and signatures have been given by the following personal:
  - (iv) A suitable representative from the Supplier company
  - (v) Technical Director – Malvern Theatres
  - (vi) A Health and Safety Representative from Malvern Hills District Council.
- (vii) There is no opportunity to exceed the given deadline so the Supplier must make provision, within their schedule, to counteract any delays experienced.
- (viii) The supplier must hold suitable insurance to cover the cost of damage, injury, loss of revenue, compensation payments and associated costs. Insurances Employers Liability & Public Liability to both be £10 million GBP.
- (ix) The Health and Safety of the supplier and persons affected by the suppliers work is paramount. The supplier must provide all documentation at least 1 month in advance and agree to work within the Health and Safety requirements of Malvern Hills District Council.
- (x) The use of the sanitary facilities will be available throughout the period.

### 3.5 Quality

- (i) The installation and specification is required to be completed using the most cost effective, yet high quality products, allowing for many years of constant use.
- (ii) Consideration must be given to the aesthetics of the surrounding area from an audience member's view.
- (iii) The workmanship and work force should be of the highest quality with consideration given to the environment that the work is being undertaken in.

### 3.6 General Conditions

**Liquidated damages** The Contractor needs to be aware that completion of the Works by the Contract Completion date is an absolute requirement of these works. Liquidated damages of £1000 per week may be deducted from the Final Account by the Employer should the Bidder fail to complete by the Contract Completion Date.

**Rectification Period** 6 months from PC

**Payment Terms** Payment will be due within 30 days of the due dates for payment.

**Retention** 5%, 2.5% during rectification period

**Insurance of the Works** The following Insurances are required All Risks Works Insurance by Employer in Joint Names: Clause 5.4B – Applies Public and Employers Liability: £10m

**Advance Payment Bond** Not required

**Collateral Warranties** Not required

**Approvals** Planning and Building Control approvals will be the responsibility of the Employer.

**Site Security** The Contractor will be responsible for maintaining the security of the work areas during the construction works. The Contractor will be responsible for security of his tools and equipment and for all materials and supplies not yet installed. The contractor should refer to the pre phase construction plan.

**Materials for the Works** The Contractor will be responsible for handling deliveries of all materials for the Works incl offloading, distributing storing and protecting all materials.

**Limitations on sequence / order of works** The works should be completed within the approved programme of works which reflect the building's use as an entertainment venue.

**Access to and possession or use of site** Contractor will restrict his operations to the extent of the site as agreed with the Client The Contractor will ensure that all public and private highways, access roads, footpaths and the like are kept clean and clear of debris

**Limits on working hours** All works can be completed during normal working hours – 8am to 6pm – Monday to Friday or as otherwise previously agreed with the Employer/Client.

Should the Contractor deem it necessary to include for overtime / out of hours working to meet the programme constraints this will be deemed to be included in the Contract Sum

**Site Meetings** Weekly meetings to be chaired by Project Manager, who will take and distribute notes of each meeting including identification of actions and deadlines. The Employer will provide suitable accommodation to hold site meetings.

**Accommodation for use of Contractor** The Employer/Client will provide welfare facilities and parking for one van for the Contractors workforce. The Contractor will be responsible for ensuring any facilities are maintained in a clean condition. Any other temporary accommodation will be at the Contractors discretion, but welfare facilities to be provided must comply with all health & safety legislation.

**Lighting, power and water for the works** Existing supplies may be used, if available but Contractor is responsible for ascertaining if a suitable supply exists, making any adaptations for use and safe distribution.

**Protection** The Contractor will be responsible for protecting his Works and the surrounding area with appropriate coverings at all times until Practical Completion. Floor coverings to be protected in areas where works are taking place.

**Cleaning** On completion of works, all films and coverings to be removed from all new fittings and equipment. All areas disturbed by the works to be left in a clean and tidy state on completion of work in each particular area.

**Completion and Handover** Contractor to allow adequate time for snagging inspection and rectification prior to moving on to a new area.

## **BIDDER'S RESPONSE**

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In this Bidder's Response, except where the context otherwise requires, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract.

### **Part A – Essential Criteria – Sections 1 - 9**

### **Part B – Method Statements – Sections 1-4**

## **INSTRUCTIONS**

- 1) Please complete and return this Bidder's Response in accordance with the Specification.
- 2) Bidders are required to complete the Essential Criteria and the Method Statements below. The answers given will be considered as part of the Council's evaluation of the Tenders it receives and will, in effect, form part of the successful Contractor's Programme Delivery Plan.
- 3) Please ensure that the name of your organisation is clearly labelled in the footer of each page.

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ALL questions **MUST** be answered even if they are for information only, otherwise your organisation will be disqualified from further consideration.

The information requested **MUST** be entered into the forms and pages provided. Supplementary pages and information should only be given where the information cannot be contained within the space provided.

## PART A – Essential Criteria

### 1. COMPANY INFORMATION (For Information Only)

| 1.1 Supplier Details  | Answer   |  |
|---|--|--|
| Full name of the Supplier completing the Invitation to Tender   |  |  |
| Registered company address  |  |  |
| Registered company number   |  |  |
| Registered charity number   |  |  |
| Registered VAT number   |  |  |
| Name of immediate parent company  |  |  |
| Name of ultimate parent company   |  |  |
| Please mark 'X' in the relevant box to indicate your trading status   | i) a public limited company                          |  |
|   | ii) a limited company                                |  |
|   | iii) a limited liability partnership                 |  |
|   | iv) other partnership                                |  |
|   | v) sole trader                                       |  |
|   | vi) other (please specify)                           |  |
| Please mark 'X' in the relevant boxes to indicate whether any of the following classifications apply to you | i) Voluntary, Community and Social Enterprise (VCSE) |  |

|  |   |  |
|--|---|--|
|  | ii) Small or Medium Enterprise (SME) <sup>1</sup> |  |
|  | iii) Sheltered workshop                           |  |
|  | iv) Public service mutual                         |  |

|   |  |  |
|---|--|--|
| <b>1.2 Bidding Model</b>  |  |  |
| <b>Please mark 'X' in the relevant box to indicate whether you are;</b>   |  |  |
| a) Bidding as a Prime Contractor and will deliver 100% of the key Contract deliverables yourself  |  |  |
| b) Bidding as a Prime Contractor and will use third parties to deliver <u>some</u> of the services<br><br>If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key Contract deliverables each sub-contractor will be responsible for.   |  |  |
| c) Bidding as Prime Contractor but will operate as a Managing Agent and will use third parties to deliver <u>all</u> of the services<br><br>If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key Contract deliverables each sub-contractor will be responsible for.                               |  |  |
| d) Bidding as a consortium but not proposing to create a new legal entity.<br><br>If yes, please include details of your consortium in the next column and use a separate Appendix to explain the alternative arrangements i.e. why a new legal entity is not being created.<br><br>Please note that the Authority may require the consortium to assume a specific legal form if awarded the Contract, to the extent that it is |  |  |

|  |  |
|--|--|
| necessary for the satisfactory performance of the Contract.  |  |
| <p>e) Bidding as a consortium and intend to create a Special Purpose Vehicle (SPV).</p> <p>IF YES, PLEASE INCLUDE DETAILS OF YOUR CONSORTIUM, CURRENT LEAD MEMBER AND INTENDED SPV IN THE NEXT COLUMN AND PROVIDE FULL DETAILS OF THE BIDDING MODEL USING A SEPARATE APPENDIX.</p> |  |

| 1.3 Contact details                                   |  |
|---|--|
| Supplier contact details for enquiries about this ITT |  |
| Name  |  |
| Postal address  |  |
| Country   |  |
| Phone   |  |
| Mobile  |  |
| E-mail  |  |

| 1.4 Licensing and registration (please mark 'X' in the relevant box) |   |   |
|--|---|---|
| 1.4.1  | <p>NICEIC registered</p> <p>If applicable, is your business registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set out in Annex XI of directive 2014/24/EU) under the conditions laid down by that member state).</p> | <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>If Yes, please provide the registration number in this box.</p> |



|       |   |   |
|-------|---|---|
| 1.4.2 | Is it a legal requirement in the state where you are established for you to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement? | <input type="checkbox"/> Yes<br><input type="checkbox"/> No<br><br>If Yes, please provide additional details within this box of what is required and confirmation that you have complied with this. |
|-------|---|---|

## 2. GROUNDS FOR MANDATORY EXCLUSION

You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).

If you have answered “yes” to question 3.2 on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position please provide details using a separate Appendix. You may contact the authority for advice before completing this form.

| 2.1 Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?   | (delete as appropriate) |
|---|-------------------------|
|   |                         |
| (a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime; | YES / NO                |
| (b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;  | YES / NO                |
| (c) the common law offence of bribery;  | YES / NO                |
| (d) bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;  | YES / NO                |
| (e) any of the following offences, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial  |                         |

|   |          |
|---|----------|
| interests of the European Communities:  |          |
| (i) the offence of cheating the Revenue;  | YES / NO |
| (ii) the offence of conspiracy to defraud;  | YES / NO |
| (iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;  | YES / NO |
| (iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;   | YES / NO |
| (v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;   | YES / NO |
| (vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;  | YES / NO |
| (vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;                    | YES / NO |
| (viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or  | YES / NO |
| (ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act; | YES / NO |
| (f) any offence listed—   | YES / NO |
| (i) in section 41 of the Counter Terrorism Act 2008; or   | YES / NO |
| (ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;   | YES / NO |
| (g) any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);  | YES / NO |
| (h) money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;  | YES / NO |
| (i) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;         | YES / NO |
| (j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;  | YES / NO |
| (k) an offence under section 59A of the Sexual Offences Act 2003;   | YES / NO |
| (l) an offence under section 71 of the Coroners and Justice Act 2009  | YES / NO |

|   |          |
|---|----------|
| (m) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or  | YES / NO |
| (n) any other offence within the meaning of Article 57(1) of the Public Contracts Directive —   | YES / NO |
| (i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or  | YES / NO |
| (ii) Created after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.   | YES / NO |
| <b><u>Non-payment of taxes</u></b><br><b>2.2 Has it been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?</b><br><br>If you have answered Yes to this question, please use a separate Appendix to provide further details. Please also use this Appendix to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines? | YES / NO |

### 3. INSURANCE

|     |  |  |
|-----|--|--|
| 3.1 | Name and address of Insurance Broker <b>(Information Only)</b> |  |
|     |  |  |

Please provide confirmation that you have or, if successful, will secure the following minimum levels of insurance:

|     |  |  |
|-----|--|--|
| 3.2 | <b>Employers Liability required £10,000,000: (Pass or Fail)</b>  |  |
|     | Insurer:   |  |
|     | Policy Number:   |  |
|     | Extent of Cover:   |  |
|     | Expiry Date:   |  |
|     | If you have not currently got this level of cover, please confirm that you will do so prior to Contract commencement |  |
|     | <b>YES / NO</b> (Delete as appropriate)  |  |

|     |  |  |
|-----|--|--|
| 3.3 | <b>Public Liability required £10,000,000 (Pass or Fail)</b>  |  |
|     | Insurer:   |  |
|     | Policy Number:   |  |
|     | Extent of Cover:   |  |
|     | Expiry Date:   |  |
|     | If you have not currently got this level of cover, please confirm that you will do so prior to Contract commencement |  |
|     | <b>YES / NO</b> (Delete as appropriate)  |  |

#### 4. RESOURCES AND EXPERIENCE (Pass / Fail)

|   |                                |
|---|--------------------------------|
| <b>RESOURCES AND EXPERIENCE (Pass / Fail)</b>   | <i>(delete as appropriate)</i> |
| Your organisation will provide a named dedicated day to day contact throughout the whole of the Project's lifetime <b>(Pass/Fail)</b>         | YES / NO                       |
| Your organisation will provide an experienced and dedicated Project Manager throughout the whole of the Project's lifetime <b>(Pass/Fail)</b> | YES / NO                       |

#### 5. ECONOMIC AND FINANCIAL STANDING (Pass / Fail)

|   |  |
|---|--|
| <b>NOTES TO BIDDER:</b>   |  |
| We may seek evidence relating to the questions below, if required and WE RESERVE THE RIGHT TO USE THE SERVICES OF AN INDEPENDENT THIRD PARTY TO ASSESS YOUR FINANCIAL STANDING/APPRaisal. |  |

|     |   |  |
|-----|---|--|
| 5.1 | What was your turnover in the last two years (if this applies).   |  |
|     | £<br>for year ended ____ / ____ / ____  | £<br>for year ended ____ / ____ / ____ |
| 5.2 | Has your organisation met the terms of its banking facilities and loan agreements (if any) during the past year?      |  |
|     | <b>YES / NO</b> (Delete as appropriate)   |  |
| 5.3 | If the answer to the above question is <b>NO</b> , what were the reasons, and what has been done to put things right? |  |
|     |   |  |

|            |  |                          |
|------------|--|--------------------------|
| 5.4        | Has your organisation met all its obligations to pay its creditors and employees during the past year?   |                          |
|            | YES / NO (Delete as appropriate)   |                          |
| 5.5        | If the answer to the above question is <b>NO</b> , please explain why not:   |                          |
|            |  |                          |
| 5.6<br>(i) | What is the name and branch of your bankers who could provide a reference?   |                          |
|            | Name   |                          |
|            | Branch   |                          |
|            | Contact Details  |                          |
| 5.7        | <b>Please provide one of the following to demonstrate your economic/financial standing;</b><br>Please indicate your answer with an 'X' in the relevant box.  |                          |
|            | (a) A copy of the audited accounts for the most recent two years   | <input type="checkbox"/> |
|            | (b) A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation  | <input type="checkbox"/> |
|            | (c) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position  | <input type="checkbox"/> |
|            | (d) 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). | <input type="checkbox"/> |

## 6. POLICIES (Pass/Fail)

| 6.1  | (delete as appropriate) |
|--|-------------------------|
| Do you have a compliant written Equal Opportunities Policy?            | YES / NO                |
| Do you have a robust Business Continuity Plan?                         | YES / NO                |
| Do you have a compliant written Sustainability / Environmental Policy? | YES / NO                |
| Do you have a good Equal Opportunities record?                         | YES / NO                |
| Please attach copies of each policy, clearly referenced in appendices. |                         |

## 7. PROJECT REQUIREMENTS (Pass / Fail)

| 7.1   | (delete as appropriate) |
|---|-------------------------|
| As a minimum your organisation will deliver the project requirements as specified in the Specification for the Lot to which your Tender applies | YES / NO                |

## 8. SUPPORTING INFORMATION (For Information Only)

If you wish to provide brief details and / or supporting information to assist your application, please do so below.

If you are providing clarification to a “Yes / No” answer above, please make sure it is correctly referenced.

## PART B – Essential Criteria

|   |
|---|
| <b>1. Delivery of Programme (20%)</b>   |
| Please outline your Programme of Works complete with a schedule of timescales and decision milestones to show how you intend to progress the works to completion. This should identify dates when design information will be required to ensure the programme is achieved and include reference to lead times for supply of materials.  |
| <i>Enter response here.</i>   |
| <b>2. Health &amp; Safety (including risk assessments) &amp; Construction, Design &amp; Management (CDM) (5%)</b>   |
| Please detail how you will deliver the project to comply with the above   |
| <i>Enter response here</i>  |
| <b>3. Completion &amp; Handover (5%)</b>  |
| Please detail how you will deal the above to include training, programming and what will be provided in the O& M manual   |
| <i>Enter response here</i>  |
| <b>9. Example Case Study of similar successful project (20%)</b>  |
| Please provide a case study of a similar project that was successfully delivered including how potential issues were overcome.  |
| <i>Enter response here</i>  |
| <b>10. Clarification Meeting for Shortlisted Bidders (For information only)</b>   |
| Following the initial review process, shortlisted Bidders may be asked to attend a post tender clarification meeting with the Project Team. The intention of these clarification meetings is for the Project Team to seek clarification on any aspect of the tenders but in particular each shortlisted Bidder's approach to working with the Project Team and employer to deliver the Project to the required standard and within the shortest possible time to enable early handover and occupation by the client's tenant. |
| <i>Enter response here</i>  |

## PRICING SCHEDULE

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### NOTE:-

- 1) The Contractor's attention is particularly drawn in addition to the Appendices incorporated in these Work Schedules along with the tender drawings herein which contain, further information that will affect his prices for the work and it is most important that he reads and fully acquaints himself (and his Sub-Contractors and Suppliers) with all the information and requirements that are contained therein. Should any discrepancy arise between documents the Contractor will raise this with the Client and ask for direction.
- 2) The Contractor must visit the site (if not already done so) for the purpose of pricing this Section of the Work Schedules and this has been prepared on the basis that the Contractor will so do.
- 3) The Contractor's attention is drawn to the fact that any sizes and measurements in this Section of the Work Schedules is not necessarily exact and the Contractor must ascertain the correct sizes from actual measurements taken by him on site.
- 4) When references to drawings, Specification, etc. are made in the following descriptions, such reference shall not be considered as exhaustive and shall not relieve the Contractor of his responsibility in allowing for everything necessary to complete the Works in accordance with all other relevant drawings, Specification, current Building Regulations and Statutory Bodies' requirements, etc.
- 5) The Contractor is to note that they are responsible for pricing the works described herein in accordance with the Specifications, Drawings and site inspections.
- 6) The Contractor shall take full responsibility for quantities of the items identified below by checking as necessary from the drawings and on site.
- 7) Please note that items identified below are for general guidance for allocating prices are not exhaustive of the requirements of the drawings and specification. The Contractor is to ensure that all items identified on the drawings and in the Specification are accounted for and no adjustment is to be made to the Final Account on the basis that such items are not described below.
- 8) Bidders must add to the cost of the works a percentage addition or fixed lump sum that the Bidder would require for overheads and profit. It is to be assumed that the Bidder will benefit from 2.5% main Contractor's discount included in the budget works cost and so this should not be added again within the Bidders overheads and profit uplift;



### **Pricing Schedule**

| <b>Tender Item</b> | <b>Specification of Recommendations</b> | <b>Price (ex VAT)</b> |
|--------------------|---|-----------------------|
| Phase 1            |   |                       |
| Phase 2            |   |                       |
| Phase 3            |   |                       |
| Test & Commission  |   |                       |
| Labour             |   |                       |
| Project Management |   |                       |
| Sub Total          |   |                       |
| 5% Contingency     |   |                       |
| VAT                |   |                       |
| Grand Total        |   |                       |

**Note:** Tenderer to provide a separate detailed breakdown for each phase including the warranty options and any comments on value engineering.

## DECLARATION OF COMPLIANCE

### To Malvern Hills District Council:

In recognition of the principle that the essence of this Tender is that the Council shall receive Bona Fide competitive Tenders from all those submitting Tenders.

#### WE CERTIFY THAT: -

- (i) The Tender submitted herewith is a Bona Fide Tender intended to be competitive.
- (ii) We have not fixed or adjusted the amount of the Tender under or in accordance with any agreement or arrangement with another person.
- (iii) We have not done and we undertake that we will not do at any time before the hour specified for the return of the Tender any of the following acts: -
  - a) Communicated to a person other than the person calling for these Tenders the amount or the approximate amount of the proposed Tender (except where the disclosure, in confidence, of the approximate amount of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender).
  - b) Entered into any agreement with any other person that they shall refrain from tendering or as to the amount of any Tender to be submitted; and
  - c) Offered or paid or given or agreed to give any sum of money 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 Tender or proposed Tender any act or thing of the sort described above.

In this certificate: -

“Person” includes any person and any body or association corporate or incorporate:

“Any agreement or arrangement” includes any transaction of the sort described above, formal or informal and whether legally binding or not.

|  |  |
|--|--|
| <b>Signature(s) of duly authorised officer of the Organisation</b> |  |
| <b>Position Held / Designation</b>                                 |  |
| <b>Organisation</b>  |  |
| <b>Telephone Number</b>  |  |
| <b>E-mail</b>  |  |
| <b>Date</b>  |  |
| <b>Address</b>   |  |
| <b>Registered Office (if different from above Address)</b>         |  |