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TENDER FOR:

THE RE-DESIGN OF HEANOR’S HISTORIC TOWN CENTRE MARKET PLACE

**Closing date for receipt of tender: 2:00 pm on 25th November 2021**

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**Section 1: Tender Detail and Brief**

* 1. **About the Wider Project**

Amber Valley Borough Council has been awarded £8.6 million of Future High Streets Funding for Heanor town centre, against an original bid of £12.3 million. With further elements of match funding provided by the Council and partners, and anticipated private sector investment, it is believed that the total project value will be £17,800,000

The funding has been awarded to deliver three distinct but complimentary projects aimed at transforming the town centre, so that it can adapt to the rapidly changing retail and technological environment:

**Heart of Heanor**

The central Market Place will continue to form the heart of the town centre offering flexible space to support business, events, and public enjoyment. The development will concentrate on the market square and secure improved connectivity into the heart and across the town and connect with the lower areas of the retail park, linking pedestrian walkways to improve accessibility and green space for positive healthy Heanor benefits.

Currently, there is a very broad outline design, which was developed following public consultation. This will need to be translated into a more detailed design, with further consultation to enable a subsequent works contract via an appropriate procurement process.

**Heanor Hub**

This is the largest project within the overall programme with a total value of £7,312,522 . The project will see the listed former Grammar School building acquired, restored and repurposed as a mixed-use development, with some work and business space as well as community facilities. The Council has received interest from partner organisations wishing to take on the long-term management of the building with the aim of making it self-sustaining through income streams. The former science block will either be demolished or repurposed to potentially provide a new cinema and food and beverage outlets, for which the Council has received informal expressions of interest from potential operators. In addition, car parking will be provided on site to support the identified uses and the wider town centre.

**Heanor is Home**

This will see the first phase construction of approximately 42 affordable family homes on Whysall Street to support town centre services, the evening economy and increase town centre spend overall.

* 1. **Scope of Works**

Amber Valley Borough Council is seeking a suitably qualified and experienced Urban/Landscape Design consultancy to undertake a re-design of Heanor’s historic market place to transform it into a flexible new town square, which will also be a venue for leisure, retail, culture and community uses throughout the day and evening. The contract will require the producing of all visual imagery of the renewed market place, including all required scale drawings, detailed design elements, technical drawing with construction details to RIBA stage 4, as well as axonometric views and visual representations for consultation and publication.

The Council is currently procuring measured and topographic surveys, along with service information, which will be made available to the appointed consultancy to inform the design process and outcomes.

A road safety audit will be required from suitably qualified traffic professionals, to inform the detailed design process. The appointed consultancy will therefore need to include this as a costed item within their tender price. A second audit will also be required to audit the proposed alterations to the Market Place to measure the impact, which should be similarly costed.

The appointed Consultancy will also be required to submit the full planning application on behalf of the Council (the council to pay the planning fee) and answer queries and questions in relation to the application, including any meetings required with planning officers and other professionals.

The appointed consultancy will be required to work with the Council’s appointed Quantity Surveyor to produce Bills of Quantity for the capital tender and to support a pre-tender costing exercise. In addition, the consultancy will be required to answer technical queries relating to design and construction during the capital works tender period.

Reporting of project specific monitoring and evaluation metrics against Future High Street Fund indicators will also be a contract requirement.

**1.3 Design Brief**

The public realm will be remodelled to increase business activity and maximise the trading area and connectivity to the wider high street. The square will integrate with active travel modes, with some short stay car parking retained to capture passing trade. The space will be flexible and will accommodate markets, seasonal, cultural and community events, and activity to drive footfall and increase dwell time.

The redesign of the immediate Market Place road layout will enable more businesses to connect with the square and increase trading areas, with the intention of attracting more diverse uses, including food and beverage, as well as animating and enlivening the square.

The revitalised Market Place will be a key central location, essential to connecting the high street, grammar school site and lower retail park into one cohesive area. New infrastructure will connect ease of walk ways, pedestrian crossing and cycle crossing points to encourage movement across the area (See Appendix A for further detail).

The budget for all Heart of Heanor works including associated with the market place, including consultancy, services and capital works is. £1,156,611

* 1. **Tender Process**

 The Council will be running a two-stage tender process. In the first stage tenderers will need to provide the information as detailed in 3.2 and 3.4. This will then be used to identify between 2 and 3 tenderers who will progress to the second stage and who will be awarded up to £1,500 each to produce some initial diagrams detailing their ideas for the market place, which will be used for consultation with local residents and partners, as well as the basis for a presentation to a panel. The combined scores of stages 1 and 2 will then be used to identify the successful design consultancy.

* 1. **Programme Timeline**
* Contract Awarded Mar 2022
* In depth consultation with stakeholders and partners Mar/Apr 2022
* First traffic audit commissioned Apr 2022
* Draft designs produced May/Jun 2022
* Designs costed by quantity surveyor & amended as required Jun 2022
* Public and partner consultation on draft designs Jun/Jul 2022
* Second traffic audit commissioned Jul 2022
* Final design to RIBA stage 4 based on consultation & traffic audit Oct 2022
* Final design published Oct 2022
* Planning Application Submitted Oct 2022
* B of Q produced for capital tender Nov 2022

**1.6 Additional Information**

The following additional information is provided to assist consultants:

* Appendix A – Heanor future High Streets Fund Draft Development Framework

**Section 2: Tender Formalities**

**2.1 Scope and Programme**

This tender covers the appointment of an urban design consultancy that will carry out the full programme of works contained within this brief and specification.

The consultancy will carry out the work to deliver the outputs as agreed in the schedule of service, in accordance with an agreed workplan. The consultancy will also be fully responsible for procuring any necessary additional services and works that may be required.

**2.2 Contract Arrangements**

The Council will be using a JCT contract, which the successful consultancy be required to enter into.

**2.3 Subcontracting**

The consultancy will be responsible for procuring and managing all subcontracted consultancies and specialists required for the project. All proposed subcontractors must be agreed with the representative of Amber Valley Borough Council.

**2.4 Invoicing**

 Invoicing for the appointed consultancy will be as follows:

* Satisfactory completion of first draft design – 30%
* Satisfactory completion of revised design for further consultation – 40%
* Programme completion to satisfactory completion of final design and associated diagrams – 30%

**2.5 Information Collection**

It is the responsibility of the consultancy to obtain for themselves at their own expense any information necessary for the preparation of their tender and for any costs incurred during the process.

**2.6 Confidentiality**

All information supplied by the Council shall be treated as confidential by consultants except that such information may be disclosed for the purpose of obtaining sureties and tenders necessary for the preparation and submission of the response, this includes consortia members, sub-contractors and advisors.

**2.7 Information Disclosure and the Freedom of Information Act**

The Council is obliged under the Freedom of Information Act (FOIA) to disclose information, including information relating to this procurement, to third parties, subject to certain exemptions. The decision to disclose information and the application of any such exemptions under the FOIA will be at the Council’s sole discretion PROVIDED THAT the Council shall act reasonably and proportionately in exercising its obligations under the FOIA as to whether any exemptions under section 43 of the FOIA may be applied to protect the consultancy’s legitimate commercial and trade secrets.

**2.8 Accuracy of Tender Response**

Consultancies will be deemed to have examined all the documents enclosed with this brief and will be held to have fully informed themselves as to the nature and extent of the requirements. Consultants must check the accuracy of their tender submission prior to return, paying particular attention to clerical errors and omissions. The Council may, at its discretion, seek clarification regarding any concerns over accuracy of tender responses. Consultancies will not be permitted to amend tenders after the tender return date except as part of any tender clarification process. The Council reserves the right to disqualify incomplete tenders.

**2.9 Clarification Regarding the Invitation to Tender**

Before submission of final tenders, consultants can clarify points of information with the Council to ensure their tender is compliant. This period cannot, however, be used to negotiate or seek to amend the Council’s requirements or contract terms.

Responses to any questions raised during the tender period will be circulated to all consultancies in the form of an information notice.

Confidentiality will be preserved when issuing an information notice. Consultants should indicate if they do not want their query and response circulated. The Council, however, reserves the right to provide a response to all consultancies if failure to do so would breach the principle of equal treatment.

**2.10 Withdrawal and Replacement of Tenders**

In the event that a consultancy identifies an error in its tender after submission but before the tender return date, the consultancy may withdraw its tender and submit a replacement tender. This may be done by the consultancy submitting a replacement tender (marked “Replacement”) on the outside of the envelope and containing a letter stating that the original tender has been withdrawn and that this is a replacement for the tender submitted earlier. The replacement tender must contain the entire tender response and not only those pages relating to the corrected errors. Note that the withdrawn tender will be retained by the Council for 10 working days after the tender opening date and will then be destroyed unless collected by the consultancy. No part of the withdrawn tender shall be used during the evaluation process.

**2.11 Tender Evaluation**

The Council will award the contract on the basis of the most economically advantageous tender in line with an evaluation process that includes consideration of both price and quality.

**2.12 Tender timetable**

|  |  |
| --- | --- |
| **Stage** | **Date** |
| Stage 1 - Tender Returns  | 2 pm 25th November 2021  |
| Stage 1 - Tender Assessments Completed | 7th December 2021 |
| Stage 2 - 2 to 3 Consultancies Awarded £1,500 for initial drawings | 21st December 2021 |
| Return of initial drawings | 28th January 2022 |
| Presentation of initial drawings to a panel | 11th February 2022 |
| Public and partner Stakeholder consultation completed | 25th February 2022 |
| Stage 2 Tender Assessment Completed | 4th March 2022 |
| Contract Awarded | 23rd March 2022 |

**2.13 Copyright**

All reports and other documents and the copyright or similar protection therein arising out of the performance of the consultants or subcontractors shall be vested in Amber Valley Borough Council.

**2.14 Visiting**

It is anticipated that consultants will visit Heanor prior to submitting their stage 1 tender.

**Section 3 – Tender Submissions**

**3.1 Tender procedure**

Consultancies must complete the Form of Tender enclosed, which must be signed by the Consultancy and accompanied by the following information:

* A hard copy of the stage 1 tender submission, which addresses sections A through to D, as detailed in 3.2 & 3.4 below.
* One electronic copy of the Stage 1 tender as above, provided on USB drive.
* Copies of Insurance Policies
* Any further supporting information

The Form of Tender must be signed where the consultancy is an individual, by that individual. Where the consultancy is a partnership, by two duly authorised partners. Where the consultancy is a company, by two directors or by a director and company secretary, such persons to be duly authorised for the purpose.

Tenders must be submitted in hard copy and electronic copy in a sealed plain envelope with the address label in **Appendix B** and delivered to Amber Valley Borough Council, Alison Steeples, Town Hall, Market Place, Ripley, Derbyshire, DE5 3BT. **THE DEADLINE FOR RECEIPT OF TENDERS IS 2 pm on 25 November 2021.**

Proof of posting will not be accepted as proof of delivery if the tender fails to arrive at the stipulated address before the specified time.

No tender received after the specified time shall be considered. Any such tender shall be returned promptly to the Consultancy by the Executive Director (Resources) who may open the tender only to ascertain the name and address of the Consultancy.

The Council does not undertake to accept the lowest or any tender.

**3.2 Stage 1 Tender Evaluation Criteria – Proposal Submission**

|  |  |  |
| --- | --- | --- |
| **Section** | **Criteria** | **Maximum Score** |
| **N/A** | Company Suitability and Financial Checks | Pass/Fail |
| **A** | Tender Price/Value Assessment | 40 |
| **B** | Experience of successfully delivering similar projects | 30 |
| **C** | Relevant technical skills, knowledge, qualifications & experience | 20 |
| **D** | References | 10 |
|  | **Total Score** | **100** |

**3.3 Stage 2 Tender Evaluation Criteria**

|  |  |  |
| --- | --- | --- |
| **Section** | **Criteria** | **Maximum Score** |
| **E** | Results of Consultation | 25 |
| **F** | Presentation to Panel | 25 |
|  | **Total Score** | **50** |

**Combined maximum score for stages 1 & 2 = 150**

**3.4 Stage 1 Tender Submission requirements**

Tender submissions must contain the following details, in line with the stage 1 tender evaluation criteria.

A – A costed breakdown of the anticipated hours required to achieve the entire brief, to include any sums required for the appointment of subcontractors or specialists (e.g. traffic audits), (Please note however, the Council will appoint its own Quantity Surveyor, which is outside the scope of this tender). The costed breakdown must include a schedule of staff who will be employed on the project, with daily and hourly rates, and any other expenses.

B – A summary of the consultancy’s successful delivery of similar projects including outcomes, contract size and any appropriate learning. Tenderers may wish to submit designs and photographs of projects that have been completed.

C – Details of relevant technical skills, knowledge, qualifications & experience of the consultants who will be employed on delivery of the project

E – Details of two referees of similar scale projects within the last 5 years must be included, who are willing to be contacted at short notice.

**FORM OF TENDER**

(to be completed in capitals save for the signature(s))

TO: Amber Valley Borough Council, Town Hall, Market Place, Ripley, Derbyshire, DE5 3BT

I/We, ..................................................................................................................................................................................................................................

(insert full legal name of consultancy including ‘Ltd’ or ‘plc’ or as the case may be – please note: if the legal name is a business name not followed by ‘Ltd’ or ‘plc’ or a similar expression, please state the legal nature of the consultancy, e.g. partnership or incorporated unlimited company)

hereby offer to provide the services and goods (‘the Services’) in accordance with the Conditions of Contract and Specification Brief as per the costs in Section A.

1. I/We hereby warrant and represent to, and undertake with the Council that:-

a) I/We have not directly or indirectly canvassed any Member or Official of the Council with a view to gaining more favourable consideration of my/our tender;

b) All information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by myself/ourselves my/our employees or agents in connection with the Form of Tender (and without prejudice to the generality hereof) are true, complete and accurate in all respects;

c) I/We have not submitted the Form of Tender or entered into the Contract in reliance upon any representations or statement (whether made orally or in writing) which may have been made by the Council or on the Council’s behalf;

d) I/We have full power and authority to enter into the Contract and to provide the Service;

e) I/We have sound financial standing and have sufficient working capital available to perform the contract in accordance with the conditions for the entire duration of the contract period;

2. I/We agree that:

(a) this tender shall be kept open for 12 weeks from 25 November 2021

(b) the Contract shall become binding upon the Council’s written acceptance of the tender

(c) the Council is under no obligation to accept this or any other tender

Dated this day of 2021

(1) Signature ............................................. Status ................................

(2) Signature ............................................. Status ................................

Full name(s) of signatories ......................................................................

 ……………………………………………..

Please complete this form in full and return it with all other items referred to in the Instructions to Consultants

(Words defined in the Conditions of Contract and Specification shall have the same meaning in this Form of tender)

**Certificate as to Insurance**

To: Amber Valley Borough Council

We hereby certify:-

1. That the under mentioned insurance policies are held by:-

(Name of insured) ......................................................………………...................................

of ......................................……………….................................................................

Employer's Liability Policy No ........…………………................................................

with ................……………...............................................

maximum value .....……………........................................

restrictions (if any) (e.g., types of work) ……………………

……………………………………………………………...

Public Liability Policy No .......................………………............................................

with ...................……………............................................

maximum value .....……………........................................

exclusions (if any) …………………………………………

Professional liability insurance Policy No………………………………………………

maximum value .....……………........................................

exclusions (if any) …………………………………………

\*Business Interruption Policy No .......…………………............................................

with ................……………...............................................

maximum value .....……………........................................

2. The indemnity provided by the Employer’s Liability Policy shall be not less than £10,000,000, the indemnity provided by the Public Liability Policy is not less than £5,000,000 for any one accident or any one claim and that the liability for fixtures, chattels and goods shall by £5,000,000 for any one incident or any one claim. The indemnity provided by the Professional Liability Policy in not less than £5,000,000 for any one incident or claim.

3. That the policies contain a Principal's Clause which will indemnify the Council in respect of any claims which may arise from the fraudulent activity of employees, agents or advisors employed by the Bank.

4. The policy premiums have been paid and the policies are in force until:-

.................................................................................................... (E.L.)

.................................................................................................... (P.L.)

Signed ...........................................................................................................

For and on behalf of .....................................................................................

Address .........................................................................................................

.......................................................................................................................

Date ..............................................................................................................

NB:

1. THIS FORM MUST BE COMPLETED BY AN INSURANCE COMPANY OR BROKER.

2. Name of Insurance Company to be inserted where the Certificate is signed by an Insurance Broker.

**Certificate of Non-Canvassing and Non-Collusion**

To: Amber Valley Borough Council (hereinafter called "the Council")

Non-Canvassing:

We hereby certify that we have not canvassed nor solicited any Member, Officer or Employee, Servant or Agent of the Council in connection with the award of this Contract for the Services and that no person employed by us or acting on our behalf has done any such act.

We further undertake that we will not hereafter canvass or solicit any Member, Officer or Employee, Servant or Agent of the Council in connection with the award of this Contract for the Services and that no person employed by us or acting on our behalf will do any such act.

Non-Collusion:

In recognition of the principle that the Council shall receive bona fide competitive offers from all those companies submitting tenders.

We Certify That:

(1) This is a bona fide offer, intended to be competitive:

(2) We have not fixed or adjusted the amount of the tender or the rates and prices quoted in it by or under or in accordance with any agreement or arrangement with any other person.

We Also Certify That:

We have not done and undertake not to do at any time any of the following acts:

(a) communicate to a person other than the Council the amount or approximate amount of the proposed offer or any information which would allow the amount or approximate amount to be calculated (other than disclosure, in confidence, which was or is essential to obtain insurance premium tenders required for the preparation of the tender),

(b) enter into any agreement or arrangement with any other person that such other person shall refrain from negotiating or offering as to the amount of any tender to be submitted;

(c) pay or give or offer or agree to pay or give any sum of money inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender for the Services any act or omission;

(d) commit any offence under the Prevention of Corruption Acts 1889 to 1916 nor under the section 117 of the Local Government Act 1972.

In this Certificate:

(1) “person” includes any person and any body or Service Provider corporate or incorporate;

(2) “any agreement or arrangement” includes any transaction formal or informal and whether legally binding or not.

Signed (1) ................................................................……………………...............................

Name (In Capitals) ............................…................................…………………...............................

Company Name ............................…….................................…………………...............................

Signed (2) ............................................………………...........................................................

Name (In Capitals)...................................……………..……...…………...............

Company Name ............................…….................................…………………...............................

Signed (3) ............................................……………….....................................................................

Name (In Capitals)...............………………......................……………….............

Company Name ............................…….................................…………………...............................

Duly Authorised for and on behalf of:

..............................................................………………........................................

................................................…………………...................................................

Dated ...........................……………………….................................................................

**FREEDOM OF INFORMATION ACT 2000**

TO: Amber Valley Borough Council, Town Hall, Market Place, Ripley, Derbyshire, DE5 3BT

I/We, ..................................................................................................................................................................................................................................

am/are aware that the Council may have to disclose information concerning the successful tender in order to satisfy any relevant request for such data under the Freedom of Information Act 2000.

In the event that the Council receives a request under the Freedom of Information Act 2000:

\*The Council may disclose all such information without further reference to me/us.

\*The Council may not disclose the information set out in the attached schedule until I/we have had the opportunity to make representations as to its disclosure or otherwise

Schedule of Excluded information

Description of Excluded Information Reason for request for exclusion

Signed

............................................……………….....................................................................

Name (In Capitals)...............………………......................………………..................

Company Name ............................…….................................…………………...............................

Duly Authorised for and on behalf of:

..............................................................………………............................................

................................................………………….......................................................

Dated ...........................………………………......................................................................

**Appendix A**

**Heanor Future High Streets Fund Draft Development Framework**

See separate enclosure.

**Appendix B**

 **Tender Envelope Label**

Tender for Heanor Market Place Re-Design

**FAO: Alison Steeples**

**Amber Valley Borough Council**

**Town Hall**

**Market Place**

**Ripley**

**Derbyshire**

**DE5 3BT**