

Lycée français Charles de Gaulle  
Entrance and Boundary Wall Works

## Invitation to Tender

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02 May 2017



Lycée Français Charles de Gaulle Perimeter Works  
Invitation to Tender

**02 May 2017**

To: Construction company named in the email (the "**Contractor**")

Date: 02 May 2017

**1. Overview**

The Lycée Français Charles de Gaulle is a French Lycée under direct management of the AEFE (Agence pour l'Enseignement Français à l'Etranger), which is the educational branch of the French Ministry of Foreign Affairs. The Lycée Français Charles de Gaulle (the 'Client') has celebrated its centenary in 2015 and is now catering for 4000 students on five sites. The South Kensington site has more than 2700 students from to Reception Year to Six Form:

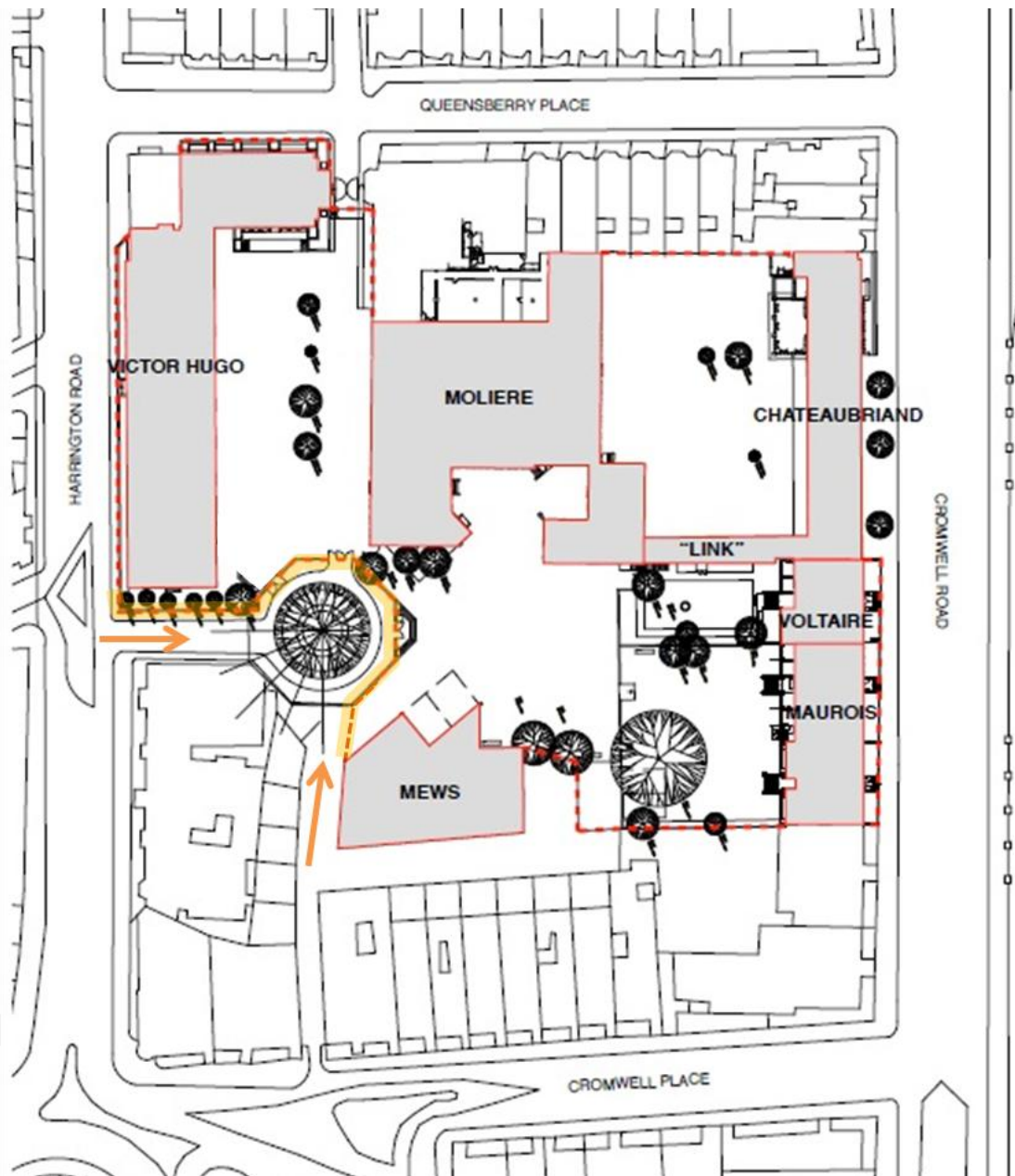
Total number of pupils on main site (South Kensington):	2720
Primary Lycée:	560
Secondary Lycée:	1180
High Lycée / A-level:	980

This Invitation to Tender (ITT) only concerns the main site in South Kensington.

The site is composed of a set of seven heterogeneous buildings from different periods (1850 to 1980), two of which are listed buildings. These two listed buildings belong to the Thurloe Estate and Smiths Charity Conservation area. The site is surrounded by another conservation area which is Queensgate Conservation area. Refer to conservation area map:

<https://www.rbkc.gov.uk/pdf/Thurloe%20Smith%20Conservation%20Area.pdf>

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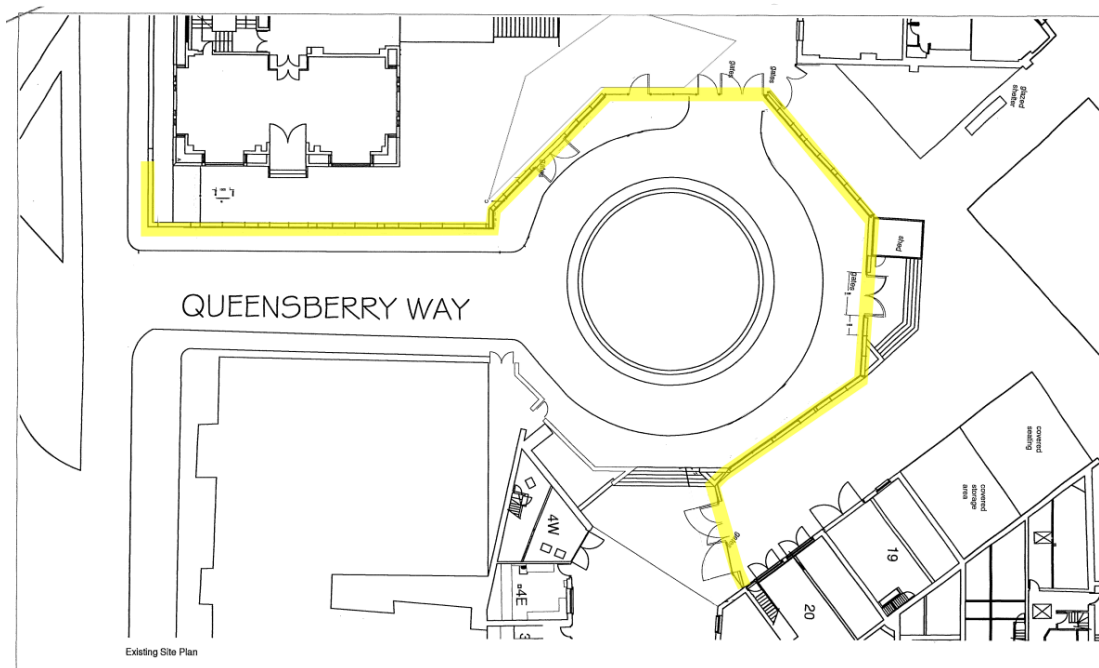
Plan of the South Kensington site:

Orange arrows shows access used by pedestrian from South Kensington tube station and Harrington Road. In yellow line indicates the Lycée's perimeter wall.

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The roundabout area on Queensberry Way is the main entrance for students. This represents a flow of around 2700 people going in and out several times a day. The area is predominately used by pedestrians and has limited access for vehicles using Queensberry Way (dead-end lane).

The Lycée Français Charles de Gaulle is seeking to reinforce the security of its perimeter around the students' entrance area on its main site, including wall, fencing and gates.



Map of the existing roundabout area.

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## 2. The Project

2.1. The current perimeter of the Lycée on the roundabout area, is a brick wall with no significant foundations. Metal panels of light mesh fencing are mounted on top of the wall. Several manual steel gates are included. A gatehouse located within the perimeter of the Lycée is used by supervisors to watch the roundabout area and control the students' flow. This gatehouse has standard glazed windows.

	Existing	Required
Height of the perimeter wall	3 meters (wall + fencing) 1.4 meters brick wall	2,5 meters minimum
Length of the perimeter wall	≈100 meters	≈100 meters
Number of gates	7 (3 double doors + 3 single doors + 1 vehicle access)	4 (2 single doors + 2 double doors) pedestrian access only

### 2.2. Scope of the project:

- Demolition of the existing wall.
- Removal and disposal of existing fencing and gates.
- Removal and disposal of existing gatehouse.
- Tree protection.
- Construction of new wall, fencing, gates and gatehouse to meet the Lycée's security requirements\*.
- Align and resolved the entrance and wall with the existing site levels.
- Refurbishment of the steps between roundabout and playground levels.
- Create an installation to limit direct view of the playground from outside through the gates when they are open\*.

(\*The security requirements of the Lycée will be provided in detail to the awarded applicant.)

The scope of works may evolve according to instructions from the security department of the AEFE.

2.3. The new perimeter wall will also be the main entrance to the Lycée and acts as the face of the Lycée, which needs to present and have a presence within the Royal Borough of Kensington and Chelsea. The perimeter wall and entrance points must be designed to be elegant without standing out as being high security.

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- 2.4. The Lycée intends to procure a competent contract via a Design & Build contract for this project. The selected contract would be responsible for the design of the wall, fencing, gates and gatehouse; as well as the demolition and construction works in order to attach the Lycée's security requirements.
- 2.5. The scheme will be let via a two-stage JCT Design and Build Contract 2011.
- 2.6. The project is to be financed by the Client; a competitive tendering process is to be followed.
- 2.7. You are invited to tender for the project development services and project delivery via a two stage Design and Build procurement process.
- 2.8. The Client reserves the right not to appoint to any stage of work and the Contractor will be responsible for all its own tendering costs.
- 2.9. High quality design - the Lycée would like the contractors to understand that quality of the design is very important to the students, staff and parents. The contractor will need to ensure that their design team are sufficiently experienced to design a security perimeter wall. The scheme may better suit a landscape architect to allow the external features to flow seamlessly with the surrounding environment.
- 2.10. The perimeter wall will need to meet security requirements outlined by the MET Police and French security services.

### **3. Two Stage Procurement Process**

- 3.1. Site address: 35 Cromwell Road, London SW7 2DG
- 3.2. The project is divided into two distinct stages:
- Stage 1 – Development of the detailed design proposal.
  - Stage 2 – Appointment of contractor to undertake delivery of the work.
- 3.3. The Client will be the contracting party and will engage directly with the Contractor based on a fixed fee against key delivery milestones for Stage 1 and a Design and Build Contract for Stage 2. + The tender is open to groups of Contractors however the Client will enter into contract with the main Contractor only.
- 3.4. The successful Contractor will be required to enter into Pre-Construction Services Agreement (PCSA) for Stage 1 and a JCT Design and Build Contract 2011 for Stage 2 (any required amendments to the standard form will be by agreement between both parties).

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- 3.5. The successful Contractor will be considered the 'Preferred Contractor' during Stage 1 and its appointment to Stage 2 will be subject to its ongoing performance; ability to develop an affordable design solution; and meet the overall project programme.
- 3.6. The Client has appointed AMR Consult Ltd as the Project Managers (PM) to support the Client and to provide any necessary technical advice.
- 3.7. The Contractor shall be responsible for all its own costs and expenses in connection with or arising out of its response to this Invitation to tender and the preparation of the required documentation and submission.

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#### 4. Services Required

4.1. Annex 1 contains the "**Tender Response Template**" which is to be completed by the Contractor, for consideration by the Client. The Contractor's responses will form the basis of the procurement evaluation.

4.2. Annex 2 details the scope of services required by the Client (the "**Scope of Services**").

#### 5. Timetable

5.1. The indicative project timetable is as follows:

Stage	Start	Completion
Issue Invitation to Tender (ITT)	02 May 2017	02 May 2017
ITT response deadline	30 May 2017	30 May 2017
Clarification meeting (date tbc)	Wc 05 June 2017	
Appointment of Preferred Contractor	12 June 2017	12 June 2017
Feasibility design; undertake surveys and pre-application engagement with Planners. RIBA Stage 0-2	19 June 2017	26 July 2017
Budget costing	07 July 2017	13 July 2017
Design and preparation for planning application. RIBA Stage 3	19 June 2017	19 August 2017
Planning submission	30 July 2017	30 July 2017
Planning approval period	30 July 2017	28 September 2017
Detailed design. RIBA Stage 4-5	02 October 2017	06 October 2017
Finalisation of budget	09 October 2017	13 October 2017
Appointment of main contractor	17 October 2017	17 October 2017
Discharge of conditions and start on site	03 November 2017	03 November 2017
Construction period	10 July 2017	09 February 2018
Project handover	09 February 2018	09 February 2018

5.2. The Client would welcome any ideas/proposals which will enable the programme to be accelerated.



5.3. The Client wishes to make the most of the summer break period to carry out noisy work.

## **6. Details of the Project Annexes**

Annex 1 – Tender Response Template (included within this document)

Annex 2 – Scope of Services (included within this document)

Annex 3 – Surveys

Annex 4 – Layouts and plans

Annex 5 – Example of Contractor's Proposals

Annex 6 – Benchmark cost pro-forma

Annex 7 – Employer's Requirements

Annex 8 – Draft Contracts

Annex 9 – Risk register

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## 7. Instructions for Candidates

7.1. In response to this invitation to tender, the Contractor is required to complete and return the **Tender Response Template** (contained in Annex 1) following in accordance with the instructions below.

7.2. The Contractor must indicate the following information clearly in the **Tender Response Template**:

- 7.2.1. any additional services which the Contractor considers it needs in order to carry out the Stage 1 service;
- 7.2.2. all assumptions upon which the Stage 2 costs are based upon – there must be no exclusions; and
- 7.2.3. anticipated other charges – if relevant.
- 7.2.4. any exclusion from Annex 7. Unless it is clearly not relevant to the project or agreed in writing with the Project Manager, it is assumed that all the Employer's Requirements will be met by the Contractor.

7.3. All submissions shall be submitted via email in Word or pdf format, showing the name of the Contractor with all pages numbered. Submissions shall be returned to the named contact. All submissions must be received by **12 noon on 30 May 2017**, at the following email address:

Craig.akhurst@amrconsult.co.uk

The title of the email tender submission is to read:  
"Entrance & Boundary Wall Works LCDG - Invitation to tender "

7.4. The latest date for Clarification Questions is 5pm on the 23 May 2017.

7.5. The Client reserves the right not to accept any proposal received after the return of submission time noted in 8.3.

7.6. The Client reserves the right not to appoint a Contractor to any stage.

7.7. Should the Contractor wish to access the site they are to contact:

Justine Pare at travaux@lyceefrancais.org.uk

7.8. All questions regarding this tender are to be emailed to William Parsons at:

[william.parsons@amrconsult.co.uk](mailto:william.parsons@amrconsult.co.uk)

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## 8. Selection Criteria

8.1. The Contractor will be appointed based on the following criteria which correspond to the ITT questions contain within Annex 1:

Question	Criteria	Weighting (%)
<b>PART ONE</b>		
2. Previous Experience	<i>Quality and relevance of past projects.</i>	20%
3. Proposed Design Team and approach the brief	<i>Quality and experience of proposed project design team.</i>	20%
4. Proposed Design Management and Construction Delivery	<i>Details of the contractor's staff and how they are best placed to meet the project needs of the Client.</i>	15%
5. Capacity	<i>Is there clarity in respect of the capacity of proposed resources to deliver the project?</i>	5%
6. Clarification Assumptions and Exclusions	<i>Provide information on assumptions the contractor has made for the project including any items that may be excluded.</i>	None
<b>PART TWO</b>		
7. Financial Condition	<i>Company financial condition.</i>	Pass/Fail
8. Stage 1 Fee	<i>Proposed fixed fee for Stage 1</i>	15%
Stage 2 Pricing		
9. Costs - Elemental Benchmark Rate	<i>Elemental Cost Benchmark - Assessment of Contractor's proposed elemental rates per m2.</i>	10%
10. Costs – Percentages based on the scope of the project	<i>Preliminaries Fees Overheads and Profit Contingency</i>	15%
11. Tender certificate	<i>Complete the proformas.</i>	Pass/Fail
12. Statement of non-collusion	<i>Complete the proformas.</i>	Pass/Fail
<b>Total</b>		<b>100%</b>

8.2. Questions in Annex 1 will be scored out of 10 marks, with percentage weighting applied as per the table above.

8.3. Contractor clarification meetings will take place on w/c 05 June 2017 and the Contractor is to ensure that it, and key members of its proposed team, are available.

## 9. Evaluation Criteria and Tender Assessment

9.1. Contractor's will be evaluated based on their submission of Annex 1 Part 1. This evaluation will determine the most economically advantageous offer by means of applying the following criteria:

### 1. Quality 60%

### 2. Quantitative 40%

9.2. The Client intends its approach to be equitable, auditable and transparent.

9.3. Contractor's should ensure that they understand the evaluation criteria fully, as the submitted documentation will be assessed against pre-determined weightings. If the Contractor is unclear as to the operation of the evaluation criteria a query should be raised with William Parsons or Baptiste Mercier at the below addresses:

[william.parsons@amrconsult.co.uk](mailto:william.parsons@amrconsult.co.uk)

9.4. Tenders submitted without all the information requested in this document will be considered incomplete and may be rejected. No further information will be accepted after the deadline for submission of tenders has closed (with the exception of clarification information required for meeting).

9.5. Each Contractor will be assessed on how its written responses to Annex 1 Part 1 address the requirements of Annex 2. The Client reserves the right to request additional information which may be required as a result of the answers and information provided in the tender.

9.6. Each weighted sub-criterion set out in Annex 1 Part 1 will be evaluated and scored in accordance with the following scoring chart:

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Score	Criterion and Associated Explanation
10	Outstanding - response exceeds requirements, is fully evidenced, adds value and benefits and demonstrates practical innovation and tangible creativity to business solutions, with full confidence in capability to deliver.
9	Excellent - response meets all requirements while providing fully evidenced additional value and benefits and a high level of confidence.
8	Good - response meets all requirements with a good evidence base and some added benefits together with higher level of confidence.
7	Good - response meets all requirements with a good evidence base and some added benefits.
6	Satisfactory - response is complete and meets all minimum requirements while providing appropriate evidence to support these together with a higher level of confidence.
5	Satisfactory - response is complete and meets all minimum requirements, and provides appropriate evidence.
4	Less than satisfactory – response is complete but fails to provide adequate evidence that all minimum requirements can be satisfied.
3	Less than satisfactory – response is complete but fails to satisfy all minimum requirements or fails to provide adequate evidence that these requirements can be satisfied.
2	Poor – response is in part incomplete, non-compliant, fails to meet any minimum requirements or lacks an evidence base.
1	Poor – response is incomplete, non-compliant, fails to meet any minimum requirements, lacks and evidence base or is unlawful.
0	No response – no submission was made.

9.7. Marks will be adjusted per the weighting allocated to each question as detailed in Section 8.

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## Price Assessment

- 9.8. The Contractor's completed Annex 6 will be interrogated by the Client and further clarification may be sought, if no satisfactory clarification is provided, the tender may be rejected.
- 9.9. The basis of the price evaluation is the use of the lowest price tender receiving the highest score for price.
- 9.10. The lowest priced Tender will receive the highest weighted score for each part of the price selection criteria.

For example:

The Contractor with the lowest submitted price in each category will receive the maximum price score in each category. The lowest submitted cost of each of these will receive 10 points.

This cost will then be divided by each of the remaining Contractors cost for that category to give a score out of 10.

For example, for Stage 1 fees:

**NB - This description is an example please do not use any figure from this.**

Lowest fee £38,295 / Bidder 2 stage 1 fee £46,723 = 0.81 (score = 8.1)

A fee £38,295 / Bidder 3 stage 1 fee £49,874 = 0.76 (score = 7.6)

A fee £38,295 / Bidder 4 stage 1 fee £67,221 = 0.56 (score = 5.6)

- 9.11. This approach will then be applied to the indicative elemental cost and fixed percentage categories to complete the scoring analysis. Each price category will then have the relevant weightings applied as set out in Section 8.
- 9.12. These pricing scores are then added to the quality scores to obtain the final quality/price scores.
- 9.13. The Client reserves the right to reject any tender, which save for arithmetical errors following preliminary evaluation by the Client, is in the reasonable opinion of the Client is unrealistically low.

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**Clarification meeting**

9.14. Each Contractor may be required to attend a clarification meeting with the client and PM. The purpose of the meeting will be to clarify any issues regarding the Contractors proposals.

9.15. Prior to the meeting, tenderers will be advised in writing of the issues that need clarification. The tenderer will be required to clarify these issues at the meeting. The tenderer will not be allowed to submit any additional material other than that requested by the Evaluation Panel by way of clarification. tenderers should therefore ensure that their submission is a Best and Final offer.

**Evaluation panel**

9.16. The evaluation of tenders submitted will be undertaken by an Evaluation Panel EP comprising of the following organisations:

- [Lycée Charles de Gaulle Headmaster, Bursar and Deputy Bursar
- Justine Pare
- AMR Consult

**10. Confidentiality and Freedom of Information**

10.1. This invitation to tender is confidential and the Contractor is requested to keep the information confidential, whether written or oral, concerning the business and affairs of the Client.

10.2. In the event that you consider any information supplied by yourselves as either commercially sensitive or confidential in nature, this should be specifically highlighted with the reasons for its sensitivity.

**Annex 1**

**Tender response template**

1. Name of Contractor.....

Name of main contact.....

Position.....

Address.....

Telephone.....Mobile.....

Email.....

Name of alternative contact.....

Telephone.....Mobile.....

Email.....

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## **[Tender Questions - to be reviewed and updated]**

### **PART ONE**

#### **2. Previous Experience (Page limit three single sides of A4)**

2.1 Please provide three examples of similar projects completed in the past three years. Clearly indicate the following:

- Name of the project;
- Location of the project;
- Contract form;
- Year completed;
- The company's role on the project;
- The capital value of the project;
- Brief description of the project, works, lessons learnt that can be applied to this project.
- Picture(s) of the project completed

#### **3. Proposed Project Team (Page limit two single sides of A4 excluding CVs)**

3.1 Please provide details of the design and consultancy companies that you are proposing to engage in order to deliver the project, these could include:

- Architect / Landscape Architect / Product Designer;
- Mechanical and Electrical consultants;
- Structural engineer;
- Security Advisor;
- Principal Designer (CDM)
- Planning consultant; and
- Building control.

3.2 Please provide CVs for each of the key members of the project team.

3.3 Please indicate if any of the project team has worked together in the past and if so on which projects.

3.4 Please set out how your proposed design team would approach the Client's brief. Clearly setting out the process/methodology they would apply to this project in order to ensure that a high quality solution is achieved.

**4. Design Management and Construction Delivery (Page limit three single sides of A4)**

- 4.1 Please provide details of how your organisation will undertake the design management of the project, in order to ensure that the project costs are contained within the funding envelope and that the programme timescales are achieved.
- 4.2 Please propose outline programmes for Stages 1 and 2 demonstrating key milestones. Please confirm if the delivery of the project can be achieved by February 2018, or earlier.
- 4.3 Please provide an organisational chart indicating how you would propose to structure the construction delivery team for the project.

**5. Capacity (Page limit one single side of A4)**

- 5.1 Please confirm that your organisation has the internal capacity to deliver the project and indicate the time that each of the key individuals from your organisation will be able to allocate to the project.
- 5.2 For each of the key design team organisations, please confirm that they have internal capacity to deliver the project and indicate the time that each of key individuals will be able to allocate to the project.

**6. Clarification, Assumptions and Exclusions**

- 6.1 Please state additional services which the Contractor considers it needs in order to carry out the works. Please include anticipated other charges (if any).
- 6.2 Please confirm that the Contractor will design and build a project that is compliant with the Building Regulations, Building Bulletins, Employer's Requirements and the Output Specification (Annex 7). If there are any assumptions/ exclusions, please indicate which ones and provide an explanation.

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## PART TWO

### 7. Financial Condition (No page limit)

Please provide the reported and audited company accounts for the last three full financial years.

### 8. Stage 1 Fees

Please complete the table below.

Element	Description	Proposed Fee
Proposed fee for Stage 1	<p>The Contractor is to provide a fee proposal for the following at Stage 1:</p> <ul style="list-style-type: none"> <li>• Providing internal management resources.</li> <li>• Providing a suitably qualified design team.</li> <li>• Engaging with all necessary statutory utility providers in order develop the design.</li> <li>• Leading and managing the design team.</li> <li>• Engaging with specialist suppliers to develop a value for money design solution which meets the project's requirements.</li> <li>• Where required, lead on and engaging with London borough of Kensington.</li> </ul>	£ _____

It is the Client's intention that the Contractor will be paid on the basis of achieving key programme milestones.

In the table below, please indicate how you would propose to structure the Stage 1 fee against the milestones indicated:

Milestone	Percentage of Stage 1 fee (%)	Value (£)
Submission of the Contractor's Design Proposals.		
Planning Submission.		
Planning Award.		
Acceptance by the Client of the Contractor's Proposals.		
Finalisation of the contract documents and Stage 2 Contract Award.		

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## 9. Stage 2 Elemental Cost Benchmark (No page limit)

The Contractor shall complete and submit the Benchmark Cost pro-forma for the project at Stage 2. Refer to the pro-forma template in Annex 6. Cost plans should reflect all information provided in annexes 3, 4, 5, 7 and 8.

## 10. Stage 2 Prelims, Profit and Overheads (No page limit)

Based on the proposed scope of the project:

- Demolition of the existing wall and steps
- Removal and disposal of existing fencing and gates
- Removal and disposal of existing gatehouse
- Temporary security fencing and creation of student access route
- Tree protection
- Construction of new wall, fencing, gates and gatehouse to meet the Lycée's security requirements\*
- Refurbishment of the steps between roundabout and playground levels

(\*The security requirements of the Lycée will be provided via further in details to the awarded applicant.)

The scope of works may evolve according to instructions from the security department of the AEFE.

Based on a budget of circa £650,000 the contractors are also expected to set percentage values for certain Stage 2 costs at this point. Please complete the table below with these percentages.

Element	Percentage (%)
Preliminaries	
Fees	
Overheads and Profit	
Contingency	

Please state all the assumptions/ exclusions which the Contractor has based the costs on (e.g. Preliminaries, Contingency, Overheads and Profit).

**11. Tender Certificate (to be completed and signed)**

11.1. When you have completed Questions in Parts 2 to 8 (and the relevant proformas), please read and sign the section below:

11.1.1. [I][we] certify that the information supplied is accurate to the best of my/our knowledge and [I] [we] understand that false information could result in [my] [our] exclusion from this competition.

11.1.2. [I][we] understand that to give or offer any gift or consideration whatsoever as an inducement or reward to any servant of the Client and that any such action will entitle the Client to cancel any contract currently in force and will result in [my][our] exclusion from this competition.

11.1.3. [I][we] confirm that [I] [we] would have no conflicts of interest in respect of the services to be provided if offered this appointment.

11.1.4. [I][we] hereby certify that [I][we] have not canvassed any director, employee, member, officer, representative or adviser of the Client in connection with the proposed award of the contract by the Client and that no person employed by me/us or acting on [my][our] behalf, or advising [me][us], has done any such act.

11.1.5. [I][we] further hereby undertake that [I][we] will not canvass any director, employee, member, officer, representative or adviser of the Client in connection with the award of the contract and that no person employed by me/us or acting on my/our behalf, or advising [me][us], will do any such act.

Name: .....

Position: .....

Signature: .....

Date: .....

For and on behalf of: .....

**12. Statement of non-collusion (to be completed and signed)**

12.1. The essence of selective tendering for the contract is that the Client shall receive bona fide competitive tenders from all Contractors.

12.2. In recognition of this principle, [I][we] certify that this is a bona fide offer, intended to be competitive and that [I][we] have not fixed or adjusted the amount of the offer in accordance with any agreement or arrangement with any other person (except any sub-contractor identified in this offer).

12.3. [I][we] also certify that [I][we] have not done, and undertake that [I][we] will not do, at any time any of the following acts:

12.3.1. communicate to a person other than the Client or its appointed agents AMR Consult the amount or approximate amount of [my][our] proposed offer except where the disclosure in confidence of the approximate value of the tender was essential to obtain insurance premium quotations required for the preparation of the tender; or

12.3.2. enter into any agreement or agreements with any other person that they shall refrain from tendering or as to the amount of any offer submitted by them; or

12.3.3. offer or agree to pay or give or actually pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or having caused to be done in relation to any other offer or proposed offer, any act or omission.

12.4. [I][we] confirm that the tender constitutes an irrecoverable, unconditional offer which remains valid for a minimum of 60 days from the date of submission.

Name: .....

Position: .....

Signature: .....

Date: .....

For and on behalf of: .....

## **Annex 2**

### **Scope of Services**

The Client is looking for an experienced Contractor to provide guidance, design and advice on all technical aspects to achieve high quality building and learning environments.

The Client will require the preferred Contractor to have the following skills and capacity:

- Experience of building projects with a particular emphasis on education building projects.
- A strong understanding of Lycée design, technical and programming issues.
- A track record of providing pre-construction advice, design management and delivery in the Public/Private sector.
- The ability to work collaboratively and to consult with stakeholders.
- Strong health and safety practices.

### **Stage 1 Requirements**

The Stage 1 Requirements are to:

1. Arrange, host, record and chair all necessary meetings to develop the project.
2. Scope and procure all necessary site surveys to confirm the design criteria associated with the incoming services (water; power; data; gas) and ground conditions etc.
3. In conjunction with the Client develop a viable design and delivery programme.
4. Develop a workable and affordable site logistics strategy for the project.
5. Work with the Client project managers and costs managers to develop an affordable and value for money solution.
6. Engage with the Local Authority Planners for a pre application for planning.
7. Engage with the Local Authority Planners to amend existing permissions if required and discharge any necessary conditions.
8. Engage with all the utility providers to develop the design of the necessary services interfaces i.e. power; water; telecoms; ICT etc.
9. Undertake all necessary package market testing to validate the project affordability.
10. To proceed with design development including the selection of materials, feasibility of construction, manufacture of components and installation of construction.
11. To recommend alternatives and economies in terms of cost and time for the Clients consideration.
12. To establish construction methods, procedures and programmes to avoid disruption and noise impacting on the local community.



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13. Produce a project risk register and propose and agree with the Client methods of eliminating, reducing, controlling risk and the Contractor's price for accepting each risk.
14. To provide detailed cash flow projections as required.
15. To liaise with the Project Managers in the preparation (and final agreement) of the Stage 2 Contract Sum.
16. Work with the Client to prepare all the necessary contract schedules, including submission of full Contractor's Proposals.
17. Provide the Client with all necessary hard copy and electronic drawings as required.
18. Provide a monthly report to the Client documenting project progress.
19. Provide all Principal Contractor and CDM (2015) regulatory and statutory advice.

At the end of the Stage 1 the intention is to have the following:

- An agreed design for the works (including associated Contractor's Proposals).
- An agreed Specification for the works.
- If required, approval for any planning amendments for the proposed Works.
- Building Regulations Conditional Approval for the proposed works.
- A fixed price lump sum tender for the works in line with the agreed design/tender documentation including contingency, overhead and profit and risk allowances.
- A detailed fixed design, procurement and construction programme which will become the contract programme.
- Agreement to the D&B Contract including all amendments, and warranties for review and agreement by the Client team.

### **Planning Approval**

The appointed Stage 2 Contractor will be solely responsible for obtaining any new approvals and discharging all associated conditions that relate to the works. The Contractor is required to indicate to the Client any planning conditions which they are responsible for discharging prior to the commencement of the works.

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## **Stage 2 Requirements**

As set out in the Design & Build Contract:

- 1) To discharge all associated planning conditions (noting that any Design Work associated with this is deemed to be included in the Design Services noted above).
- 2) To obtaining Building Regulation Approval for the proposed Development (noting that any Design Work associated with this is deemed to be included in the Design Services noted above).
- 3) To undertake the construction of the Works in line with the D&B Contract.
- 4) To advise on the progress of the design throughout the Stage 2 Period.
- 5) To prepare any necessary sub-contract tender documentation.
- 6) to prepare and advise the Client's Project Team of procurement and programme developments by reference to the master programme.
- 7) To liaise with the Project Manager and other members of the Client's Project Team in the evaluation of and reporting upon any sub-contract tenders including all necessary negotiations in connection with any such sub-contractors.
- 8) To liaise with the Project Manager on the evaluation of design changes and potential variations.
- 9) To recommend alternatives and economies in terms of cost and time for the Client 's consideration.
- 10) To put in place methods, procedures and programmes to avoid disruption and noise impacts on the local residents.
- 11) Update the Project Risk Register and propose and agree with the Clients methods of eliminating, reducing, controlling newly identified risks and agree with the Client, the Contractor's price for accepting each risk
- 12) To provide all necessary information requested and to develop the Health and Safety File.
- 13) To chair monthly progress meetings throughout the Stage 2 period.
- 14) To provide monthly progress and cost reports throughout the Stage 2 period.
- 15) Handover and manage defects period.

## **Building Regulations Approval**

At Stage 2 the Contractor will be fully responsible for obtaining Building Regulations Approval for the Project.

All costs associated with obtaining this approval should be included in the Stage 2 costs.

Lycée Français Charles de Gaulle Perimeter Works  
Invitation to Tender

For avoidance of doubt, the Client has no objection to the Contractor using an approved Inspector relative to Building Control Approval.

DRAFT