**HE Professional Property Services**

**Further Competition - Commission Requirements**

**Military Housing Site Review Project (MHSRP)**

**Issue Date: 07/09/2021**

**Tender No. 701551438**

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**Introduction**

The purpose of this document is to confirm the Commission Requirements of this Further Competition ITT.

**Commission Requirement**

* Details the commission requirements.
* Details additional terms and conditions for the Further Competition. The successful Supplier will be subject to both the terms and conditions of this Further Competition and the Framework Contract. Unless otherwise defined in these instructions, terms used shall have the meaning given to them in the Framework Contract.

**Part 1 - Commission Requirements**

1. **Scope of Work**

Please refer to Annex A – Technical Statement of Requirement (TSOR)

1. **Outputs**

Please refer to Annex A – TSOR

1. **Site Information**

The Site Information can be found at Appendix A and Appendix C of Annex A – TSOR

DIO does not provide any warranty for the accuracy or completeness of the information provided at Annex A - TSOR Appendix C. DIO will provide a number of historic reports for various sites. The accuracy of information provided needs to be confirmed by the TSP and adjusted to reflect each site. Bidders are expected to carry out their own due diligence checks for verification purposes. Bidders should therefore treat the information within the Annex A - TSOR Appendix C as background data, and not as warranted contractual information.

1. **Indicative Programme**

|  |  |
| --- | --- |
| **Key Delivery Milestones** | **Anticipated Date** |
| **Contract Award** | **8 November 2021** |
| Mobilisation Meeting | 10 November 2021 |
| Site Inspections | 10 - 30 November 2021 |
| Draft Phase 1 Interim Reports | 7 January 2022 |
| Presentations to Project Management Team | 12 January 2022 |
| Phase 2 Commences | 17 January 2022 |
| Final Phase 1 Interim Reports | 19 January 2022 |
| Phase 2 Draft Reports | 15 March 2022 |
| Draft Market reports | 15 March 2022 |
| Final Phase 2 Reports | 25 March 2022 |
| Final Market Reports | 25 March 2022 |
| Presentation to Project Management Team | 31 March 2022 |

Suppliers should note the indicative programme dates when preparing their Programme information.

1. **Risks**

DIO does not provide any warranty for the accuracy or completeness of the information provided at Annex A - TSOR Appendix C. Please refer to Para 6 of Annex A – TSOR.

It is the responsibility of the Supplier to identify and manage engagement with third parties including County Highways and Local Planning Authorities and obtain associated Authority approvals required to ensure the programme timescales can be met.

Site inspections are to be arranged and managed by the Authority. Suppliers staff are required to be escorted at all times.

1. **Pricing**

The pricing approach for this Further Competition is lump sum firm fee.

1. **Payment**

|  |  |  |
| --- | --- | --- |
| **Phase** | **Payment Type** | **Conditions** |
| Phase 1 | Milestone payment on satisfactory completion of Phase 1. | The Authority reserves the right to withhold payment for any sites where the Report has not been accepted by the Authority. Any withheld payment for individual sites will be made following rectification and Authority Acceptance of the outstanding Reports. |
| Phase 2 | Monthly payments in arrears for completed work based on Tendered Rates. | A payment plan will be agreed following completion of Phase 1.  Monthly claims and supporting evidence will be subject to Authority checks for each site.  Payments for sites with disputed claims will be withheld until agreement with the Authority is sought. |
| Pass Through Costs | Monthly claims in arrears for agreed Pass Through Costs | Pass Through Costs are allowable, where appropriate and pre-agreed by the Authority.  Supporting documentation is to be provided. Pass Through Costs do not attract any additional cost or mark-up, including but not limited to, profit and overheads. |

1. **Accepted Plan**

Following contract award the accepted tendered plan will form part of the Contract and become Appendix E of Annex A – TSOR.

**Other Requirements**

1. **Conflict of Interest**

In accordance with Annex A – TSOR suppliers must confirm that there is no Conflict of Interest in relation to undertaking work, or planning to, including on behalf of with Annington Holdings Plc, the Terra Firma Group, or any of their immediate subsidiary companies.

Where an actual or potential COI exists or arises, you must provide a proposed Compliance Regime within seven (7) calendar days of notifying the Authority of the actual or potential COI. The proposal must be of a standard which, in the Authority’s sole opinion, appropriately manages the conflict, provides sufficient separation to prevent distortion of competition and provides full details listed below. Where the Contract is awarded and the COI is still relevant post-Contract award decision, your proposed Compliance Regime will become part of the Contract Terms and Conditions. As a minimum, the Compliance Regime must include:

1. the manner of operation and management;
2. roles and responsibilities;
3. standards for integrity and fair dealing;
4. levels of access to and protection of competitors’ sensitive information and Government Furnished Information;
5. confidentiality and/or non-disclosure agreements (e.g. DEFFORM 702);
6. the Authority’s rights of audit; and
7. physical and managerial separation.
8. **Confidentiality**

This Further Competition ITT and associated information is confidential and shall not be disclosed to any third party without the prior written consent of Ministry of Defence. Copyright in this Further Competition ITT is vested in Ministry of Defence and may not be reproduced, copied or stored on any medium without Ministry of Defence prior written consent.

Suppliers shall not undertake, cause or permit to be undertaken at any time any publicity in respect of this Further Competition process in any media without the prior written consent of Ministry of Defence.   
  
In accordance with Annex A – TSOR and the Suppliers must be able to provide a completed and signed Confidentiality Undertaking (in the format provided within the tender pack) for each and every staff member undertaking any work on this project, including all in-house secretarial and clerical support staff.

1. **Health and Safety**

The Site Inspections are to be planned and managed by the Authority and the Supplier’s staff will be escorted at all times. The Supplier’s staff are required to follow any Health and Safety instruction provided by the escorts and work in accordance with Health and Safety best practices.