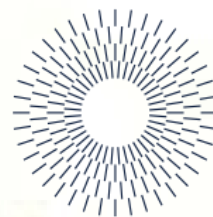


Bristow

Invitation to Tender

Landscape Architect Services
FLD1, FLD 2

18th December 2023



Cost and Project
Management

Rev	Originator	Approved	Date
A	Balazs Szabo		18.12.23
B			
C			

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Section 1:

Important Information

1.0 Important Information

This Invitation to Tender (ITT) has been prepared by Bristow Consulting on behalf of Britten Pears Arts (BPA) for sole use by those Tendering for the Contract (Tenderers), their professional advisers, and other parties essential to preparing the Tender for the Contract.

The information contained in this ITT and all subsequent information and documents sent to you by Bristow Consulting or BPA pursuant to this procurement must be treated as confidential and must not be disclosed to any third party. If you are unable to comply with this requirement you must destroy this ITT and all associated documents immediately and not retain any electronic or paper copies.

No warranties or opinions as to the accuracy or completeness of any information provided in, or which accompanies, this ITT or otherwise or as to the powers and/or status of BPA shall be given at any stage by BPA and any liability for any inaccuracy or incompleteness is therefore expressly disclaimed by BPA.

Any person considering making a decision to enter into contractual relationships with BPA or any other person on the basis of the information provided by or on behalf of BPA must make their own investigations and form their own opinion in relation to the status, completeness and accuracy of all such information and in relation to the status and/or powers of BPA.

Your attention is drawn to the fact that, by issuing this ITT, BPA is in no way committed to awarding any Contract and reserves the right to cancel the Tendering process at any point for any reason. BPA shall not be liable for any costs resulting from any cancellation of this Tendering process nor for any other costs incurred by those expressing an interest in or Tendering for this contract opportunity.

Section 2:

Invitation to Tender

2.1 SUMMARY CONTRACT DETAILS

Contract Description	Landscape Architect Services for Workstreams FLD1, FLD2
Contract Period	April 2024 – May 2025
Contact Point	Ken Baines (kbaines@brittenpearsarts.org)
Closing Date	22 January 2024
Clarification Deadline	12 January 2024

2.2 DEFINITIONS

“Contract”	The contract to be entered into by BPA with the successful Tenderer(s).
“Contractor(s)”	The Tenderer(s) selected to enter into the Contract with BPA
“Contract Period”	The duration of the Contract 2024 – 2025
“Works”	The Works to be provided by the Contractor under the Contract
“Tender(s)”	The proposal(s) submitted by the Tenderer(s) in response to this ITT

2.3 INTRODUCTION

2.3.1 BRITTEN PEARS ARTS

Britten Pears Arts (BPA) is a pioneering cultural charity based in Suffolk. It emerged from the determination of composer Benjamin Britten and his partner, singer Peter Pears, to ensure that everyone could enjoy and experience music. Britten Pears Arts aims to continue their legacy to develop talent, celebrate their heritage and engage with communities.

They use music to transform people's lives, to bring communities together and enhance daily life. They want the arts to effect powerful positive change in, and for, society; or, as Britten himself would have put it, making the arts "useful."

The organisation has a long history dating back to when Britten and Pears founded the Aldeburgh Festival in 1948 and moved into The Red House in Aldeburgh in 1957. It became Britten Pears Arts in April 2020 when Snape Maltings, formerly Aldeburgh Music, and the Britten-Pears Foundation, that ran Britten and Pears' estate, merged.

Today, Snape Maltings and The Red House have become cultural destinations. There are independent shops, art galleries, restaurants and cafés, as well as the world-famous Snape Maltings Concert Hall. 100% of the profits from these businesses go towards the charitable work of Britten Pears Arts.

Their vision is to be both a locally relevant and internationally recognised cultural organisation, firmly rooted in the Suffolk countryside. In many ways, they are one of a kind.

2.3.2 THE SCHEME

Master planning work was carried out from 2017-2021 by Allies and Morrison architects. Several projects have emerged in response to the master planning work, which it is now proposed to progress. The progression of works is dependent on funding and subject to various external influences such as planning permission, listed building consent and also planned music / arts events. The works have therefore been grouped into anticipated separate construction contracts with a simple referencing applied. The works will be phased and planned according to the availability of areas, successful planning / listed building consent along with secured funding being obtained. It is anticipated that the works will be signed off at each RIBA works stage for progression. The common theme throughout the programme of works is the aim to achieve improved accessibility, reduce barriers to participation and significantly lower BPA carbon footprint which will ease some budgetary pressures. The reuse and recycling of materials as well as a focus on energy saving are clear objectives across the projects. The proposed works are described in more detail in this document and summarised as follows:

Snape Maltings Concert Hall

- CH1 Acoustic Treatment to Concert Hall including installation of acoustic baffles
- CH1 Technical Equipment Upgrades
- CH1 New hearing loop
- CH1 Roof replacement (East, South & West)
- CH2 Ventilation improvements including replacement of the existing circulation fan
- CH2 New Accessible Lift FoH / Additional signage
- CH2 Refurbishment of FoH WCs

- CH2 Finishing kitchen in River View Restaurant
- CH2 Refurbishment to 2nr existing lifts
- CH2 Fabric repairs / Brickwork replacement
- CH2 Discovery centre creation
- CH3 New Seating (including adaptation for wheelchair users) & Handrails

Britten Pears Building

- BP1 Complete strip out and full internal refurbishment including remodelling and new MEPH services.
- BP1 Sprinkler tank relocation, new windows, wall removal and formation of new lift tower, 4 floor lift and associated ground / roof works.
- BP1 Transform Peter Pears Recital room into flexible studio. Bleacher seating replacement. Remove old technical room to create accessible seating. New lighting system, sound and video infrastructure including permanent lighting and AV control position.
- BP1 General Access improvements - new entrance ramp and passenger and equipment lift to all floors.
- BP1 Conversion of first floor practice rooms into 6 larger multifunction studios / break out spaces.
- BP1 New convening facilities, including awning above the terrace, and an accessible top floor multi-purpose activity space (currently the Cranbook Room).
- BP1 External landscaping alterations including steps, ramps, and covered kitchen terrace area.

Accommodation

- AC1 Snape Rooms - form a 9+ bedrooms facility from Ground Floor of Building 20 (The Early Music Shop) and first floor of Building 19 (HRM office).
- AC2 Snape Bridge House - improving access and essential maintenance.
- AC3 Elizabeth Court - create new ensuite bathrooms and a chairlift.
- AC4 Red Studio - improve access and general condition.
- AC4 Cosy Nook - improve access and general condition.
- AC4 Home Reach - improve access and general condition.

Heating and Renewables

- HR1 Consolidation of Energy Centre's biomass boiler, reconfigure pipework to service music buildings (Concert Hall, Hoffmann Building and Britten Pears Building). Removal of redundant biomass boiler.
- HR1 Flue extension / smoke resolution.
- CH2 Replacement of concert hall's heating circulation, plant, ventilation, and heating upgrades.
- HR2 PV panels on South facing roof slopes.

- HR3 The Red House - New gas fired modular boilers (2nr) to replace existing.
- HR3 Site wide BMS connection to new energy strategy including The Red House.

Flood risk reduction and associated landscaping

- FLD1 Landscape Enhancements to the Internal Drainage Board floor defence scheme.
- FLD2 Car Park hedgerows / improvements.
- FLD2 Improved accessibility externally on the approach to the Concert Hall.

Additional Needs

- AD1 Red House Exhibition Link to Library and Exhibition enhancements
- AD2 Silo Building Works – improvement to facades
- AD2 Demolitions – make safe / remove.

2.4 KEY INFORMATION

2.4.1 SPECIFICATION/SCOPE OF SERVICES

BPA is seeking an Architect-led team, to develop and progress a feasibility study co-ordinating a range of capital building works across its estate in Snape and Aldeburgh, Suffolk.

The Architect is envisaged to be the Lead Designer, ultimately responsible for the coordination of the multidisciplinary design team and the delivery of the BPA's quality and scope aspirations.

Other design consultants are expected to work with the Architect and the wider design team to develop and coordinate their proposals in line with the Scope of Capital Programme.

For the detailed Scope of Services and Project Brief please refer to Appendix C.

2.4.2 CONTRACT DURATION

The Agreement is intended to run from RIBA Stage 1 – RIBA Stage 7.

2.4.3 PROCUREMENT TIMETABLE

BPA reserves the right to amend this timetable at its absolute discretion at any time during the tendering process.

KEY EVENT	DATE
ITT Publication Date	18 December 2023
Deadline for clarification requests for ITT	12 January 2024
Closing date for ITT Tender submissions	22 January 2024
Post-Submission Clarification Meetings (if required)	March 2024
Expected date of Award of Contract	April 2024
Contract Commencement	April 2024

2.5 INSTRUCTIONS TO TENDERERS

2.5.1 INVITATION TO TENDER

Please read this ITT carefully and ensure that you are fully familiar with the nature and extent of the obligations on you if your Tender is successful.

Only one Tender is permitted per Tenderer. If a Tenderer submits more than one Tender, only the one with the latest time and date of receipt noted will be evaluated, any other Tenders will be disregarded.

All documents requiring a signature must be signed as follows:

- Where the Tenderer is a company, by two directors or by a director and the secretary of the company, provided that such persons are authorised for this role; or

- Where the Tenderer is an individual, by that individual; or
- Where the Tenderer is a partnership, by at least two duly authorised partners.

Failure to provide all of the information required or to meet the requirements of this document may result in your Tender not being considered by BPA due to it being a non-compliant Tender.

2.5.2 TENDER QUERIES

BPA will be using the government's Contracts Finder platform to manage the tender process. The platform is an online tender advertisement facility which allows awarding authorities to advertise their tender opportunity and receive enquiries from suppliers electronically.

Interested tenderers are then required to contact BPA to receive the detailed tender information.

All tender clarifications must be emailed to Ken Baines at kbaines@brittenpearsarts.org.

BPA will endeavour to answer all questions as quickly as possible but cannot guarantee a minimum response time. The Public Contracts Regulation 2015 require that Contracting Authorities respond to any request for clarification at least 4 days before the deadline for receipt of Tenders. In order to satisfy this requirement, no tender queries will be considered after 10 days before the Tender Closing Date.

To ensure equality of treatment of Tenderers, all questions and clarifications raised by Tenderers together with the BPA's responses (but not the source of the questions) will be visible to all participants.

Tenderers should indicate if a query is of a commercially sensitive nature – where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if BPA, at its sole discretion does not either; consider the query to be of a commercially confidential nature or one which all Tenderers would potentially benefit from seeing both the query and BPA's response, BPA will:

- invite the Tenderer submitting the query to either declassify the query and allow the query along with the Authority's response to be circulated to all Tenderers; or
- request the Tenderer, if it still considers the query to be of a commercially confidential nature, to withdraw the query.

BPA reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.

If Tenderers have any queries or doubt as to what is required, or will have difficulty in providing the information requested please contact:

Ken Baines

T: 07970 161832

E: kbaines@brittenpearsarts.org

2.5.3 INFORMATION TO BE PROVIDED

Tenderers must provide the following information in their Tender. Failure to provide this information may result in your submission being disqualified.

- **Response to the Selection Questionnaire (Section 3)**
- **Response to Award Questions (Section 4)** – This can be provided in your own format, adhering strictly to the guidelines and page allowances set in the scoring criteria.
- **Completed Pricing Proposal (Appendix H)**

- **Completed Form of Tender (Appendix D)**
- **Completed Anti-Collusion Certificate (Appendix E)**
- **Completed Anti-Canvassing Certificate (Appendix F)**

Please do not provide additional attachments or documents where not requested to do so. These will not be read and will not be taken into account in the evaluation of your Tender.

2.5.4 SUBMISSION OF TENDERS

Failure to return your Tender in the correct manner may result in your exclusion from consideration for the Contract.

Tenderers must allow sufficient time before the Closing Date to upload and submit their Tender. BPA reserves the right to reject Tenders received after the Closing Date.

Tenderers may withdraw, modify their Tender prior to the Deadline via resubmitting their tender and clearly confirming their intention to do so. No Tender may be modified subsequent to the Deadline for receipt.

All tenders are to be submitted electronically to Ken Baines at kbaines@brittenpearsarts.org by 12 noon on the Closing date for ITT Tender submissions as indicated in the Procurement Timetable in section 2.4.3.

2.5.5 SUBMISSION OF TENDERS FOR MULTIPLE WORKSTREAMS

Where Tenderers are invited to bid for multiple workstream appointments with BPA, it is to be noted that the different workstreams are considered entirely different projects. Tenderers must demonstrate resourcing and capability specific to each workstream in their submissions, and the information provided will be evaluated independently in each tender process (i.e. tenderers can't refer to previously submitted information, and failure to comply with all information requirements with each tender may result in exclusion from the process).

Where Tenderers successfully comply with the requirements, they may be appointed for more than one workstream.

2.5.6 SITE VISITS

If Tenderers wish to visit the site as part of preparation of their Tender, BPA must be contacted in advance via email to Ken Baines – kbaines@brittenpearsarts.org. Tenderers are only permitted access to the site by pre-arranged appointment with BPA, Representatives of BPA may accompany Tenderers when they visit and inspect the site.

2.6 CONDITIONS OF TENDER

2.6.1 GENERAL

BPA may, at its absolute discretion, extend the tendering period and postpone or change the Closing Date, for any reason.

Tenderers must obtain for themselves, at their own expense, all information necessary for the preparation of their Tenders and must satisfy themselves that they fully understand the requirements of the Contract.

Whilst information included in this ITT has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. With the exception of statements made fraudulently, BPA does not accept any liability or responsibility for the adequacy, accuracy or completeness of such information. No officer, employee, agent of or any consultant engaged by the BPA gives any undertaking, guarantee or warranty or make any representation (express or implied) in relation to this ITT or any other matter relating to the Contract.

Prior to the award of the Contract, no publicity by Tenderers regarding this Tendering process or the Contract is permitted. Once the Contract has been awarded, in accordance with the Contract, no publicity is permitted without the prior written consent of BPA.

No alteration to the successful Tenderer's position post award of the Contract will be accepted, unless this is due to external factors beyond the control of the Tenderer, is acceptable to BPA and is in accordance with any applicable legislation.

BPA reserves the right to disqualify any Tenderer whose circumstances change to the extent that the Tenderer ceases to meet the qualification criteria in the Questionnaire, or who makes material changes to any aspect of its Tender, unless substantial justification can be provided to the satisfaction of BPA and such change is in accordance with applicable legislation.

Subject to BPA's legal and regulatory obligations, BPA will respect the confidentiality of each Tenderer's work and will not disclose any aspect of their submission to another Tenderer, save that BPA reserves the right to inform all Tenderers in identical terms if an issue of general application to the tendering process emerges by way of clarification or otherwise.

2.6.2 RIGHT TO CANCEL, CLARIFY OR VARY THE PROCESS

BPA reserves the right to:

- amend the terms and conditions of the Invitation to Tender process,
- cancel the evaluation process at any stage; and/or
- require the Tenderer to clarify its Tender in writing and/or provide additional information. (Failure to respond adequately may result in the Tenderer not being selected).

2.6.3 CONFIDENTIALITY AND RIGHTS TO PUBLISH

The contents of this ITT are being made available by BPA on condition that:

Tenderers shall at all times treat the contents of the ITT and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain;

Tenderers shall not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen;

Tenderers shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Tender; and

Tenderers shall not undertake any publicity activity within any section of the media.

Tenderers may disclose, distribute or pass any of the Information to the Tenderer's advisers, sub-contractors or to another person provided that either:

- This is done for the sole purpose of enabling a Tender to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Tenderer; or

- The Tenderer obtains the prior written consent of BPA in relation to such disclosure, distribution or passing of Information; or
- The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Agreement arising from it; or
- The Tenderer is legally required to make such a disclosure.

BPA may disclose detailed information relating to Tenders to its officers, employees, agents or advisers and BPA may make any of the Agreement documents available for private inspection by its officers, employees, agents or advisers. BPA also reserves the right to disseminate information that is materially relevant to the procurement to all Tenderers, even if the information has only been requested by one Tenderer, subject to the duty to protect each Tenderer's commercial confidentiality in relation to its Tender (unless there is a requirement for disclosure under the Freedom of Information Act, as explained below).

The Tenderer shall keep confidential all information connected with the business of BPA or which comes to the Tenderer's knowledge under or as a result of the Contract and shall not disclose it to any third party or use it other than for performance of the Services except with the prior written agreement of the BPA; or by requirement of law. The provisions of this Clause shall not apply to such information if it is in the public domain otherwise than by failure of the Tenderer to comply with this Clause; or in the possession of the Tenderer before these confidentiality obligations came into effect; or obtained from a third party who is free to disclose the same.

The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. BPA shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.

Notwithstanding any other term of this Contract, the Tenderer hereby gives consent for BPA to publish the Contract in its entirety, including from time-to-time agreed changes to the Contract, to the general public.

BPA may consult with the Tenderer to inform its decision regarding any redactions, but BPA shall have the final decision in its absolute discretion.

2.6.4 NO INDUCEMENT OR INCENTIVE

The ITT is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Tenderer to submit a Tender or enter into the Agreement or any other contractual agreement.

2.6.5 ACCEPTANCE AND ADMISSION TO AGREEMENT

The Tenderer in submitting the Tender undertakes that in the event of the Tender being accepted by BPA and BPA confirming in writing such acceptance to the Tenderer, the Tenderer will within 30 days of being called upon to do so by BPA execute the Agreements in the form set out in Appendix B, or in such amended form as may subsequently be agreed.

BPA shall be under no obligation to accept the lowest or any Tender.

2.6.6 CANVASSING

Any Tenderer who directly or indirectly canvasses any officer, member, employee, or agent of BPA, or any of its officers or members concerning the establishment of the Agreement or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent or concerning any other Tenderer, Tender or proposed Tender will be disqualified.

2.6.7 COLLUSIVE BEHAVIOUR

Any Tenderer who:

- fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other party; or
- communicates to any party other than BPA the amount or approximate amount of its proposed Tender or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or insurance or any necessary security); or
- enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Tender; or
- enters into any agreement or arrangement with any other party as to the amount of any Tender submitted; or
- offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party 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 omission, shall (without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability which such conduct by a Tenderer may attract) be disqualified.

2.7 LEGAL MATTERS

2.7.1 THE CONTRACT

The contractual terms required by BPA are as set out in Appendix B.

Tenderers may not propose amendments to the Contract. If Tenderers wish to seek clarification in relation to any provision of the Contract, they should do so by asking a clarification question. Tenderers should note that responses to clarification questions may be provided to all Tenderers. Queries will be anonymised.

2.7.2 TENDERING PROCESS

This tendering process and the subsequent Contract to be entered into will be subject to English law and the exclusive jurisdiction of the English Courts.

Contract award will be conditional on the Contract being approved in accordance with BPAs internal procedures and BPA being generally able to proceed.

After confirmation of Contract award to the successful Tenderer(s) and until the execution of the Contract, the Tender (as accepted by BPA) will form a binding contract between BPA and the successful Tenderer(s) upon the terms and conditions of the Contract.

2.7.3 TENDER VALIDITY

Tenders should remain open for acceptance for a period of 120 days. A Tender valid for a shorter period may be rejected.

2.7.4 PARENT COMPANY GUARANTEE

BPA reserves the right to require the successful Tenderer to provide, as security for the performance of the Contract, a parent company of the successful Tenderer to guarantee the performance of the Contract. Should BPA require such security it will be a condition of appointment that you have confirmed in your Tender Submission that Parent Company Guarantee can be provided if required.

2.7.5 EQUAL OPPORTUNITIES

BPA is an equal opportunities employer and BPA also expects that the successful Tenderer will promote equality, comply fully with all UK equality legislation or European equivalent, have an equalities policy and be an equal opportunities employer at all times during the Contract.

Section 3:

Selection Questionnaire

Part 1: Potential Supplier Information

Please answer the following questions in full.

Section 1	Potential supplier information	
Question number	Question	Response
1.1(a)	Full name of the potential supplier submitting the information	
1.1(b) – (i)	Registered office address (if applicable)	
1.1(b) – (ii)	Registered website address (if applicable)	
1.1(c)	Trading status: <i>[Choose One]</i> public limited company limited company limited liability partnership other partnership sole trader third sector other (please specify your trading status)	
1.1(d)	Date of registration in country of origin	
1.1(e)	Company registration number (if applicable)	
1.1(f)	Charity registration number (if applicable)	
1.1(g)	Head office DUNS number (if applicable)	
1.1(h)	Registered VAT number	
1.1(i) – (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	Yes ☐ No ☐ N/A ☐
1.1(i) – (ii)	If you responded yes to 1.1(i) – (i), please provide the relevant details, including the registration number(s).	

1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	Yes ☐ No ☐
1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	
1.1(k)	Trading name(s) that will be used if successful in this procurement	
1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one) Voluntary Community Social Enterprise (VCSE) Sheltered Workshop Public service mutual	
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME) (1)?	Yes ☐ No ☐
1.1(n)	Details of Persons of Significant Control (PSC), where appropriate: (2) - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives;	

(1) See EU definition of SME https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en

(2) UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. See PSC guidance.

	- Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more. (3) (Please enter N/A if not applicable)	
1.1(o)	Details of immediate parent company: - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)	

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

Please provide the following information about your approach to this procurement:

Section 1		
Bidding model		
Question number	Question	Response
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?	Yes ☐ No ☐ If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3. If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3.
1.2(a) - (ii)	Name of group of economic operators (if applicable)	
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.	
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	Yes ☐ No ☐

1.2(b) - (ii)

If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.

Name					
Registered address					
Trading status					
Company registration number					
Head Office DUNS number (if applicable)					
Registered VAT number					
Type of organisation					
SME (Yes/No)					
The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables					
The approximate % of contractual obligations assigned to each sub-contractor					

Contact details and declaration

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Section 1	Contact details and declaration	
Question number	Question	Response
1.3(a)	Contact name	
1.3(b)	Name of organisation	
1.3(c)	Role in organisation	
1.3(d)	Phone number	
1.3(e)	E-mail address	
1.3(f)	Postal address	
1.3(g)	Signature (electronic is acceptable)	
1.3(h)	Date	

Part 2: Exclusion Grounds

Please answer the following questions in full.

Section 2	Grounds for mandatory exclusion	
Question number	Question	Response
2.1(a)	Regulations 57(1) and (2) The detailed grounds for mandatory exclusion of an organisation are set out on this webpage, which should be referred to before completing these questions. Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage.	
	Participation in a criminal organisation.	Yes ☐ No ☐ If Yes please provide details at 2.1(b)
	Corruption.	Yes ☐ No ☐ If Yes please provide details at 2.1(b)
	Fraud.	Yes ☐ No ☐ If Yes please provide details at 2.1(b)
	Terrorist offences or offences linked to terrorist activities	Yes ☐ No ☐ If Yes please provide details at 2.1(b)
	Money laundering or terrorist financing	Yes ☐ No ☐ If Yes please provide details at 2.1(b)
	Child labour and other forms of trafficking in human beings	Yes ☐ No ☐ If Yes please provide details at 2.1(b)
2.1(b)	If you have answered yes to question 2.1(a), please provide further details.	

	Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction, Identity of who has been convicted If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.	
2.2	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion ? (Self Cleaning)	Yes ☐ No ☐
2.3(a)	Regulation 57(3) Has it been established, for your organisation 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 the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?	Yes ☐ No ☐
2.3(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	

Please Note: The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

Section 3	Mandatory and discretionary grounds relating to the payment of taxes and social security contributions	
The detailed grounds for mandatory and discretionary exclusion of a supplier for non-payment of taxes and social security contributions, are set out in Appendix G, and should be referred to before completing these questions.		
Question number	Question	Declaration
3.1(a)	Please confirm that you have met all your obligations relating to the payment of taxes and social security contributions, both in the country in which you are established and in the UK. If documentation is available electronically, please provide: • the web address, • issuing authority, • precise reference of the documents	Yes ☐ No ☐
3.1(b)	If you have answered no to 3.1(a) please provide further details including the following: • Country concerned, • what is the amount concerned • how the breach was established, i.e. through a judicial or administrative decision or by other means. • if the breach has been established through a judicial or administrative decision, please provide the date of the decision, • if the breach has been established by other means, please specify the means.	
3.2	Please also confirm whether you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including, where applicable, any accrued interest and/or fines.	Yes ☐ No ☐
Please Note: We reserve our right to use our discretion to exclude your bid where we can demonstrate by any appropriate means that you are in breach of your obligations relating to the payment of taxes or social security contributions		

Section 4	Grounds for discretionary exclusion	
Question number	Question	Response
4.1	Regulation 57 (8) The detailed grounds for discretionary exclusion of an organisation are set out on this webpage, which should be referred to before completing these questions. Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.	
4.1(a)	Breach of environmental obligations?	Yes ☐ No ☐ If yes please provide details at 4.3 – same for all below
4.1 (b)	Breach of social obligations?	Yes ☐ No ☐ If yes please provide details at 4.3
4.1 (c)	Breach of labour law obligations?	Yes ☐ No ☐ If yes please provide details at 4.3
4.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	Yes ☐ No ☐ If yes please provide details at 4.3
4.1(e)	Guilty of grave professional misconduct?	Yes ☐ No ☐ If yes please provide details at 4.3
4.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	Yes ☐ No ☐ If yes please provide details at 4.3

4.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	Yes ☐ No ☐ If yes please provide details at 4.3
4.1(h)	Been involved in the preparation of the procurement procedure?	Yes ☐ No ☐ If yes please provide details at 4.3
4.1(i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?	Yes ☐ No ☐ If yes please provide details at 4.3
4.1(j)	Please answer the following statements	
4.1(j) - (i)	The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.	Yes ☐ No ☐ If Yes please provide details at 4.3
4.1(j) - (ii)	The organisation has withheld such information.	Yes ☐ No ☐ If Yes please provide details at 4.3
4.1(j) - (iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.	Yes ☐ No ☐ If Yes please provide details at 4.3
4.1(j)-(iv)	The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	Yes ☐ No ☐ If Yes please provide details at 4.3
4.2	You are a relevant commercial organisation subject to Section 54 of the Modern Slavery Act	

	2015 if you carry on your business, or part of your business in the UK, supplying goods or services and you have an annual turnover of at least £36 million. If you are a relevant commercial organisation, please - ▪ confirm that you have published a statement as required by Section 54 of the Modern Slavery Act. ▪ ▪ confirm that the statement complies with the requirements of Section 54	Yes ☐ No ☐ Yes ☐ No ☐
4.3	If you have answered Yes to any of the above, or NO to 4.2, please explain what measures have been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion. (Self-Cleaning)	

Part 3: Selection Questions

Section 5	Economic and Financial Standing	
	Question	Response
5.1	Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide one of the following: answer with Y/N in the relevant box.	Yes ☐ No ☐
	(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.	Yes ☐ No ☐
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	Yes ☐ No ☐
	(c) 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).	Yes ☐ No ☐
5.2	Please give details of any outstanding claims or litigation against the firm which have possible financial implications including estimates of any financial liabilities	

Section 6	If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:	
Name of organisation		
Relationship to the Supplier Completing these questions		
6.1 and same for below	Are you able to provide parent company accounts if requested to at a later stage?	Yes ☐ No ☐

6.2	If yes, would the parent company be willing to provide a guarantee if necessary?	Yes ☐ No ☐	
6.3	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?	Yes ☐ No ☐	
Section 7	Technical and Professional Ability		
7.1	Relevant experience and contract examples Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years. The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below. Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member). Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract. If you cannot provide examples see question 7.2.		
	Contract 1	Contract 2	Contract 3
Name of customer organisation			
Point of contact in the organisation			
Position in the organisation			
E-mail address			
Description of contract			

Contract Start date			
Contract completion date			
Estimated contract value			

7.2	If you cannot provide three examples for question 7.1, in no more than 500 words please provide an explanation for this and how you meet the selection criteria relating to technical and professional ability e.g. your organisation is a new start-up, or you have provided services in the past but not under a contract. [500 Word Limit].
7.3	Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s). Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries) [500 Word Limit]

Part 4: Additional Questions

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

Section 8	Additional Questions	
8.1	Insurance	
a.	Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below: Y/N Employer's (Compulsory) Liability Insurance = £10m Public Liability Insurance = £10m Professional Indemnity Insurance = £10m *It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please see the Health and Safety Executive website for more information: http://www.hse.gov.uk/pubns/hse39.pdf	Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No ☐
b.	Please provide a copy of the following copies of insurance certificate for the following insurances: - Employer's Liability Insurance - Public Liability Insurance - Professional Indemnity Insurance The certificate should indicate the insurer, the policy number, the extent of cover and the expiry date	
c.	Please provide full details of any claims made under your firms Professional Indemnity Insurance within the last five years.	

8.2	Please confirm if your organisation has a Quality Policy/Assurance System or similar in place. If yes, please enclose details of the system.	Yes ☐ No ☐
8.3	Please confirm that your organisation has a full Health & Safety Policy/procedure. Please provide a copy of the policy.	Yes ☐ No ☐
8.4	Please provide if your organisation has an environmental policy. Please provide a copy of the policy.	Yes ☐ No ☐
8.5	Please confirm that your organisation can deliver the project in line with the project timelines suggested in this document.	Yes ☐ No ☐

Section 4:

Award Questions

Part 1: Quality Evaluation

CRITERIA	WEIGHTING	LIMIT
1. Team Please provide details of your team, providing CV's for key personnel. This should include: a) An organogram outlining your team structure, including subcontractors / sub-appointments b) Confirm why you have chosen your selected team c) CV's for key personnel evidencing relevant experience and clients	10%	1 Side A4 - Organogram Max 1 Side A4 Commentary CV's – 1 side A4 per CV
2. Experience Provide three case studies of relevant projects delivered in the last three years. Case Studies must demonstrate direct relevance to this project and include contact details for client (references may be sought). Please highlight examples of working with similar clients, working on regeneration projects, and working with listed buildings.	10%	Max 2-Side A4 per Case Study
3. Methodology Provide details of your proposed methodology for the project. Please detail your approach to managing several workstreams at the same time.	15%	Max 4 Sides A4
4. Value Management Please detail your company's value management approach outlining processes and principles utilised in the design phase to ensure that the project can be delivered in budget whilst maintaining the Client's quality aspirations. Please provide examples of value management in the construction phase.	15%	Max 2 sides A4
5. Sustainability/Social Value : Please detail your experience working on sustainability-focused projects or utilising renewable energy sources on your projects. Please detail how sustainable principles are incorporated into your design process. Please provide details of your company's social value contributions highlighting any which might be relevant to this project.	10%	Max 2 sides A4
TOTAL	60%	

Appendices

Appendix A: Evaluation Criteria and Process

AWARD CRITERIA AND TENDER EVALUATION

1. Objectives

This Tender Evaluation Marking Criteria sets out the Tender Marking Instructions which explain how the Technical and Commercial assessments will be carried out by the Contracting Authority. Weighting factors are clearly identified along with the maximum number of available marks for each competency area within the technical assessment. This allows Tenderers to assess which areas of their technical proposal carry the highest level of importance, and responses can be structured accordingly.

2. Tender Evaluation Process

The evaluation panel (which may be subject to change) will comprise the following:

Name	Organisation
Ken Baines	BPA
Harry Young	BPA
Sarah Younger	BPA
Angela Treagust	BPA
Roger Wright	BPA
Nav Kang	Bristow Consulting

The evaluation process will follow the below stages:

Stage 1: Receipt and Opening

Tenders will be downloaded after the Closing Date.

Stage 2: Evaluation of Tender Responses

Compliant Tenders will be evaluated against the Selection Criteria which is based on the Selection Questionnaire responses (included in Section 3). Applicants must pass all of the Pass/Fail questions. Any Tenderers who fail any of the elements will be deselected from the tender process and will not receive any feedback on the rest of their Tender submission.

The overall Selection/Award marking weighting is summarised below.

CRITERIA	WEIGHTING
Section 3:	
Part 1 – Potential Supplier Information	Pass/Fail
Part 2 – Exclusion Grounds	Pass/Fail
Part 3 – Selection Questions	Pass/Fail
Part 4 – Additional Questions	Pass/Fail
Section 4:	
Award Quality Questions	60%
Pricing Criteria	40%

The scoring panel will undertake a detailed evaluation of all tender submissions, including checking and analysing all financial aspects of the tender and evaluating the responses to the qualitative questions.

Should the panel feel that clarification of submission elements is required when examining the bids, the queries will be forwarded to ALL companies taking part in the tender process.

Following moderation and if required, BPA reserves the right to undertake an optional post-tender interview with shortlisted bidders, which will be held for the purposes of clarifying elements of the received tenders. The shortlisting will take place on the basis of the evaluation outlined above, and the top 3 tenderers will be invited for an interview. The interviews will be managed and chaired by BPA's Head of Property Management with members of the panel in attendance. The interview will not be used to moderate the scores.

The purpose of the interviews will be to allow the Tenderers to explain their proposals in person including highlighting any particular aspect of their proposal that they believe will assist BPA in making their final decisions. The interviews will also provide BPA and their Consultants the opportunity of further understanding the proposals to aid their final evaluation of the tenders.

The final technical and pricing scores for each Tender will be combined to give a total representative score. The Contract will be awarded to the Tenderer that achieves the Most Commercially Advantageous Tender (M.C.A.T) score.

Following interviews, the panel will prepare a final tender report and recommendation to reflect the final scoring and present this to the Client for the recommendation to be verified (or modified).

BPA does not undertake to accept the lowest or any Tender and reserves the right to accept the whole or any part of any Tender submitted.

Where the pricing of a Tender is abnormally low BPA reserves the right to reject the Tender.

Stage 3: Award Notification

BPA will notify the successful Tenderer(s) of their admission to the Agreement in writing and will publish an Award Notice on the tendering portal.

Following the conclusion of the Tender evaluation, all unsuccessful Tenderers will be afforded the opportunity of a debriefing. Unsuccessful Tenderers should notify BPA in writing that they wish to be debriefed. BPA will formally debrief the unsuccessful Tenderer within 15 days of receiving such a request.

Where an unsuccessful Tenderer requests, in writing and no later than midnight on the second working day after being informed of the conclusion of the Agreement, the reasons why that Tenderer was unsuccessful, BPA will provide details of the characteristics and relative advantages of the successful Tender(s).

3. Award Evaluation Criteria

As stated above, tenders which meet the pass/fail criteria, will be progressed to the Award Stage. The below section sets out the evaluation criteria for the pricing and qualitative aspects of the tenders.

3.1 Pricing Criteria (40%)

Tenderers should provide the following information:

Item	Details	Weighting
1	A fixed fee lump sum for all services outlined in this ITT in relation to the development This price should be inclusive of all expenses	40%
2	A resource schedule to support the pricing	Inc. above

Bidders should clearly outline any notes and assumptions.

Any clarifications on pricing requirements should be sent in writing in line with the requirements of this document.

The scoring will consider the resource allocation of the proposal, by adjusting the proposals to account for the resourcing, using the below formula:

Adjusted Tendered Price = Bidder's Tendered Price x (Average Resource Allocation of all Tenderers/Bidder's Resource Allocation)

The allocated resource will be considered on the basis of working days.

Then, the lowest Adjusted Tendered Price shall receive full marks, and all other scores shall be allocated according to their difference from the lowest price, using the formula:

Score = 40 x 100% x (Lowest Adjusted Price of All Tenderers / Bidder's Adjusted Tendered Price)

Please consider the following example:

	Bidder 1	Bidder 2	Bidder 3
Tendered Price (£)	20,000	25,000	10,000
Tendered Resource (days)	100	200	60
Adjusted Tender Price (£)	24,000	15,000	20,000
Score (out of 40)	25	40	30

3.2 Quality Criteria (60%)

Tender Responses for Quality criteria will be evaluated according to the table set out below.

Evaluation criteria		
Score Result	Description	Criteria
5	Excellent	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
4	Good	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
3	Acceptable	Response is relevant and acceptable. The response addresses a broad understanding of the requirement but lacks details on how the requirement will be fulfilled in certain areas
2	Poor	Response is partially relevant and poor. The response addresses some elements of the requirement but contains insufficient/limited detail or explanation to demonstrate how the requirement will be fulfilled
1	Inadequate	Inadequate response. Fails to demonstrate an ability to meet the requirement
0	Failed	Unable to locate information within the submission, should a bidder score 0 in any one section, BPA reserve the right to remove the bidder from the process.

Each criterion will be marked using the scale 1-5 and the specified weighting applied. The formula to calculate the weighted score will be:

Score = (marks awarded / marks available) x weighting

For example if the weighting is 20% and the maximum mark is 5, and the mark received is 3, the weighted score would be 12, as below:

$$(3 / 5) \times 20 = 12$$

NB: For the purposes of this calculation, weighting is expressed as a number not a percentage.

3.2.1 Additional Information

- This is an opportunity for consultants to demonstrate their previous experience and competence in delivering projects similar in scope and complexity to this scheme. BPA will ONLY evaluate responses and content submitted by Tenderers in response to the Quality Questions and in compliance with the instructions contained within this ITT.
- BPA will not rely on the Tenderers market reputation or other such ad hoc information in relation to the overall scoring.

3.2.1 Minimum Scoring Criteria

- Where a Tenderer scores a mark of “2” or below in two (2) or more of the ITT quality questions then their ITT submission may not be considered further, and the Tenderer may be rejected and/or;
- Where a Tenderer scores an overall final score of 55% or below, then their ITT submission may not be considered further, and the Tenderer may be rejected.

Appendix B: Terms & Conditions

Comprising:

- Appendix B1 – Form of Appointment
- Appendix B2 – Scope of Services
- Appendix B3 – Design Responsibility Matrix (Proposed)
- Appendix B4 - BPA Policies

Appendix B1: Form of Appointment (Landscape Institute)



Landscape Consultant's Appointment

LANDSCAPE CONSULTANT'S CONDITIONS OF APPOINTMENT

June 2018

LANDSCAPE CONSULTANT'S CONDITIONS OF APPOINTMENT

Words and phrases that appear with capitalised initial letters in these Conditions or the Memorandum of Agreement shall have the meaning stated or referred to in the LI Landscape Consultant's Appointment Definitions document current for this version of the Conditions at the time of signing the Memorandum.

1 The Landscape Consultant's Authority and Obligations

Duty of Care

- 1.1 The Landscape Consultant has exercised and shall continue to exercise reasonable skill, care and diligence in performing the Services expressly set out in this Agreement.

Code of Standards of Conduct and Practice for Landscape Professionals

- 1.2 Members of the Landscape Institute are required to conduct themselves in accordance with the current edition, at the time of signing of this Agreement, of the Institute's Code of Standards of Conduct and Practice for Landscape Professionals.

Landscape Consultant's Authority

- 1.3 The Landscape Consultant shall act on behalf of the Client in the matters set out or implied in this Agreement but has no authority without the Client's approval.

The Landscape Consultant's Representative

- 1.4 The Landscape Consultant's representative shall have full authority to act on behalf of the Landscape Consultant for all purposes in connection with the performance of the Services set out in this Agreement.

Duty to Inform and Collaborate

- 1.5 The Landscape Consultant shall inform the Client of the progress of Services set out in this Agreement and advise the Client as soon as reasonably practical of any issue that may materially affect the Programme, brief, cost or quality of the Project covered by this Agreement.
- 1.6 The Landscape Consultant shall inform the Client of any decision, action or information required by the Client in connection with the performance of the required Services set out in this Agreement.
- 1.7 The Landscape Consultant will advise the Client of the requirement to appoint others including, but not limited to, consultants, contractors, statutory undertakers or approving authorities to provide Services in connection with the Project set out in this Agreement. The Landscape Consultant shall collaborate with all appointed persons in

connection with the Project and shall integrate information received into the Landscape Consultant's work.

Duty to Comply with Statutory Requirements

- 1.8 The Landscape Consultant shall comply with all statutory requirements.

Confidentiality and Publicity

- 1.9 The Landscape Consultant shall not disclose any confidential information relating to the Client's business or affairs which has been received verbally or in writing from the Client or their representative unless consent is obtained from the Client or disclosure is required by law or because of a dispute arising from this Agreement.
- 1.10 The Landscape Consultant shall obtain the Client's consent before publication of information about the project for marketing or publicity purposes, which the Client should not unreasonably withhold or delay.

2 The Client's Authority and Obligations

Client's Representative

- 2.1 The Client shall nominate a representative who shall have full authority to act on behalf of the Client for all matters set out in this Agreement but not to vary the terms of the Agreement.

Provision of Information, Decisions and Instructions

- 2.2 The Client shall confirm to the Landscape Consultant in writing the requirements to be incorporated as part of the Brief, the timescale for Services set out in this Agreement, the Programme and the budget for the construction works where applicable.
- 2.3 The Client shall provide, as soon as reasonably practical, all information in the Client's possession, or reasonably obtainable, required to enable the Landscape Consultant to undertake the Services set out in this Agreement and in accordance with the Programme. This information shall be provided free of charge and the Landscape Consultant shall be entitled to rely on it.
- 2.4 The Client shall give decisions or take necessary action to enable the Landscape Consultant to undertake the Services set out in this Agreement and in accordance with the Programme.
- 2.5 Where the Landscape Consultant is appointed as a lead or co-ordinating consultant the Client may issue instructions only through the Landscape Consultant to other persons in connection with the Project covered by this Agreement. The Landscape Consultant shall not be held responsible for instructions issued otherwise.

Appointment of Others

- 2.6 The Client shall confirm in writing to the Landscape Consultant the Services that are to be performed by Others on the Project including their roles and authority.
- 2.7 Where Others, as set out in Clause 2.6, are required to provide Services in connection with the Project set out in this Agreement the Client shall appoint and pay them under separate agreements and shall require them to collaborate with the Landscape Consultant.
- 2.8 The Landscape Consultant shall not be held liable for the work, performance, competence, products or solvency of Others appointed by the Client under Clause 2.7.
- 2.9 Where a Contractor is appointed by the Client the Landscape Consultant shall not be held responsible for the management, operational methods, performance, completion of the construction works and compliance with the construction contract.

Confidentiality and Publicity

- 2.10 The Client shall not disclose any confidential information relating to the Landscape Consultant's business or affairs which has been received verbally or in writing from the Landscape Consultant or their representative unless consent is obtained from the Landscape Consultant or disclosure is required by law or because of a dispute arising from this Agreement.

Duty to Comply with Statutory Requirements

- 2.11 The Client shall comply with all statutory requirements.

3 Assignment and Sub-Contracting

Assignment (Assignment in Scotland)

- 3.1 Neither the Client nor the Landscape Consultant shall assign the benefits or any rights under this Agreement in whole or in part without prior written agreement of the other party whose consent shall not unreasonably be withheld or delayed.

Sub-Contracting

- 3.2 The Landscape Consultant may, with the agreement of the Client whose consent shall not be unreasonably withheld or delayed, appoint sub-consultants to perform part of the Services set out in this Agreement. In this instance the Landscape Consultant will still be responsible for the carrying out and completion of the Services in accordance with this Agreement.

4 Fees and Expenses

Calculation of Fees

- 4.1 The fees for the performance of the Landscape Consultant's Services under this Agreement and for any additional Services required shall be calculated in accordance with Clause 4 and set out in the Schedule of Fees and Expenses, including the method of payment.

Percentage Fees

- 4.2 Where this clause applies fees shall be calculated by applying:
- 4.2.1 the specified percentage to the final Construction Cost; or
 - 4.2.2 the relevant specified percentage for each work stage to the Construction Cost at the end of the previous stage.

Time Charges

- 4.3 Where this clause applies all time reasonably expended by relevant personnel on the performance of the Services required under this Agreement, including travel time, shall be charged at hourly or daily rates as set out in the Schedule of Fees and Expenses.
- 4.4 Rates shall be revised at 12 monthly intervals following the date of this Agreement, where applicable, in accordance with changes in the Average Earnings Index.
- 4.5 The Landscape Consultant shall maintain records of Services performed on a time basis to verify any charges under this clause. The Landscape Consultant shall make these records available to the Client on request within a reasonable time frame.

Lump Sum Fees

- 4.6 Where this clause applies the fee shall be calculated on the basis of a total sum of money for the defined Services and payable in stages as set out in the Schedule of Fees and Expenses.
- 4.7 Lump sums shall be revised at 12 monthly intervals after the date of this Agreement, less any amount previously claimed, where applicable, and in accordance with changes in the Average Earnings Index.

Other Fees

- 4.8 Fees may be calculated by another agreed method and as set out in the Schedule of Fees and Expenses.

Additional Fees or Fee Adjustments

- 4.9 Fees for adjustment to, or addition to, the scope of Services as set out in this Agreement for reasons beyond the Landscape Consultant's control shall be charged on a time basis in accordance with Clause 4.3.
- 4.10 The Landscape Consultant shall inform the Client on becoming aware that Clause 4.9 will apply. Clause 4.9 shall not apply where additional or adjusted work is required as a result of the Landscape Consultant's breach of this Agreement.

Expenses and Disbursements

- 4.11 The Client shall reimburse the Landscape Consultant for agreed expenses and disbursements as set out in the Schedule of Fees and Expenses.

5 Payment

Payment Notices

- 5.1 The Landscape Consultant shall issue payment notices to the Client or the Client's Representative on the last day of each month unless otherwise specified in the Schedule of Fees and Expenses.
- 5.2 Each notice issued in accordance with Clause 5.1 shall set out the sum the Landscape Consultant considers to be due, less any amounts previously paid, and state the basis of the calculation.
- 5.3 The sum set out in the payment notice shall be the 'notified sum' and the payment due date shall be the date of the Landscape Consultant's payment notice.

Payment of Notified Sum

- 5.4 The Client shall pay the notified sum within 14 days of the date of issue of the payment notice, which shall be the final date for payment, unless:
 - a) the Landscape Consultant becomes insolvent; or
 - b) the Client issues a notice under Clauses 5.6 - 5.8.
- 5.5 The Client shall not delay payment of any undisputed part of the notified sum.

Pay Less Notice

- 5.6 If the Client intends to pay less than the amount specified in the payment notice or the final account the Client or the Client's Representative shall issue a written notice to the Landscape Consultant not later than 5 days before the final date for payment.
- 5.7 The pay less notice shall set out the sum that the Client considers to be due to the Landscape Consultant on the date the notice is served, the basis on which that sum

has been calculated and, if any sum is intended to be withheld, the grounds for doing so.

- 5.8 The Client shall on or before the final date for payment make payment to the Landscape Consultant of the amount, if any, specified in the written notice.

Final Account

- 5.9 When the Landscape Consultant reasonably considers that the Services have been completed the Landscape Consultant shall submit the final account for fees and any other amounts due. The final date for payment of the final account shall be 30 days from its date of issue. The Client shall pay the sum on the final account, or the sum on a subsequent pay less notice issued under Clauses 5.6 - 5.7, on or before the final date for payment of the final account.

Late Payment

- 5.10 If the Client does not pay the agreed amounts when properly due the Landscape Consultant can apply interest on the full payment due in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 at a daily rate of 8% per year above the Bank of England base rate until payment is received.

6 Copyright and Entitlement

Copyright

- 6.1 Copyright in all original material prepared by the Landscape Consultant in the undertaking of the Services set out in this Agreement shall remain the property of the Landscape Consultant unless otherwise agreed in writing. The Landscape Consultant has the right to be identified as the author of the material.
- 6.2 Under The Registered Designs Regulations 2001 the Client may not register any part of the design by the Landscape Consultant without the written consent of the Landscape Consultant.

Entitlement

- 6.3 The Client shall have a licence to copy and use documents and drawings prepared by the Landscape Consultant in performing the Services under this Agreement. This entitlement applies to the construction, operation, maintenance, management, repair, promotion, leasing or sale of the Project provided that all fees due to the Landscape Consultant have been paid.
- 6.4 Entitlement to copy and use documents and drawings prepared by the Landscape Consultant relates only to that site or part of the site for which the design was prepared and does not permit the reproduction of the design to extend the project or for any other project except on payment of an agreed licence fee.

7 Liability and Insurance

Professional Indemnity Insurance

- 7.1 The Landscape Consultant shall maintain professional indemnity insurance with a limit of indemnity not less than as stated and for the period specified in the Memorandum of Agreement. A Broker's letter confirming the insurance cover shall be supplied by the Landscape Consultant for inspection by the Client if requested.

Supplementary Agreements

- 7.2 The Landscape Consultant will enter collateral warranty agreements where requested in favour of the first funder, first purchaser and first tenant as set out in the Memorandum of Agreement provided that such warranties give no greater benefit to the beneficiaries than is given to the Client.
- 7.3 The Landscape Consultant shall enter into novation agreements where requested to provide Services to a contractor appointed by the Client to complete the design and construction of the Project as set out in the Memorandum of Agreement and appended to this Agreement providing that all due fees and other amounts have been paid.
- 7.4 Other than the rights conferred on a third party by Clause 3.1 (assignment, or assignation in Scotland) and Clause 7.2 (collateral warranties) nothing in this Agreement confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.

Limit of Liability

- 7.5 No action in contract or in tort (delict in Scotland) arising out of this Agreement for a breach of statutory duty shall be commenced after the expiry of the period specified in the Memorandum of Agreement from the date of the last Services performed under this Agreement or the date of practical completion of construction of the Project, if before, or an earlier date if prescribed by law.
- 7.6 The Landscape Consultant's liability for loss or damage shall not exceed the amount of the Landscape Consultant's professional indemnity insurance specified in the Memorandum of Agreement, provided the Landscape Consultant has notified the insurers of the relevant claims as required by the terms of the insurance.
- 7.7 No employee of the Landscape Consultant shall be personally liable to the Client for any negligence, default or other liability arising from the performance of the Services.

8 Suspension or Termination

Suspension of Obligations

- 8.1 The Client may suspend the performance of the Services in whole or in part by giving not less than 7 days notice in writing to the Landscape Consultant of the Services affected.

8.2 The Landscape Consultant may suspend performance of the Services set out in this Agreement by giving not less than 7 days notice in writing to the Client of the intention to suspend and the reasons for doing so in the event:

- 8.2.1 that the Client fails to pay fees due unless an effective notice to pay less has been issued under Clauses 5.6 - 5.7;
- 8.2.2 that the Client is in breach of the obligations set out in Clause 2 of this Agreement;
- 8.2.3 of force majeure or reasons beyond the Landscape Consultant's control that make it impossible or impractical for the Landscape Consultant to provide the agreed Services set out in this Agreement.

8.3 The Landscape Consultant shall make every endeavour to cease performance of the Services in an orderly manner after expiration of the period set out in the notice to suspend.

Resumption of Services

- 8.4 If Services are suspended due to a default which is subsequently remedied then the Landscape Consultant shall resume the Services within 1 month from the date of remedy of the default.
- 8.5 If the default is not remedied within 1 month of notification then the other party shall have the right to treat the performance of the Services as terminated and give 7 days written notice.
- 8.6 The Landscape Consultant shall be entitled to reasonable costs incurred as a result of exercising their right to suspend the works in accordance with Clause 8.2.
- 8.7 Where Services are suspended by the Client following the notice in accordance with Clause 8.1 and are not resumed within 6 months the Landscape Consultant may treat the Agreement as terminated and give 7 days written notice to the Client.

Termination

- 8.8 Either the Client or the Landscape Consultant may terminate the performance of the Services by:
 - 8.8.1 giving reasonable notice in writing stating the reasons for doing so and the Services affected;
 - 8.8.2 giving notice immediately if the other party is declared bankrupt, becomes bankrupt, enters into receivership, liquidation or administration;
 - 8.8.3 giving notice immediately if the Landscape Consultant is unable to perform the Services due to death or incapacity of a sole practitioner.

- 8.9 On termination of the performance of the Services the Landscape Consultant will provide any outstanding information relating to the Project as set out in this Agreement on demand of the Client subject to payment of all outstanding fees due.

9 Dispute Resolution

Mediation

- 9.1 Any difference or dispute arising from a written appointment under this Agreement may be settled by the Client and the Landscape Consultant through negotiation or mediation if suitable.

Adjudication

- 9.2 In the event of a dispute arising under this Agreement either party may give written notice at any time to the other of their intention to refer the dispute to adjudication.
- 9.3 An adjudicator shall be appointed by agreement between the parties within 2 working days of receipt of notice under Clause 9.2 or, failing agreement, within 7 days of the notice by the Construction Industry Council Adjudicator Nominating Body. The adjudicator shall conduct the adjudication in such manner as they consider fit, having regard to the Construction Industry Council's Model Adjudication Procedure, and subject to the following matters:
- 9.3.1 within 7 working days of notice under Clause 9.2 the parties shall agree and provide to the adjudicator a joint statement of undisputed facts (so as to reduce the area of dispute to a minimum);
 - 9.3.2 the adjudicator shall act impartially and shall reach a decision within 28 days of referral of the dispute to them or such longer period as the parties may agree;
 - 9.3.3 the parties shall accept the adjudicator's decision as binding upon them until such time as the dispute is finally resolved in accordance with a ruling under Clause 9.1 or by agreement; alternatively the parties may agree to accept the decision of the adjudicator as finally determining the dispute;
 - 9.3.4 the adjudicator may allocate between the parties the costs relating to adjudication, including the fees and expenses of the adjudicator.

10 Governing Laws

- 10.1 This Agreement is subject to the law of England and Wales or Northern Ireland or Scotland as specified in the Memorandum of Agreement and the parties shall submit to the exclusive jurisdiction of the specified country of jurisdiction.

Landscape Institute, Charles Darwin House 2, 107 Gray's Inn Road, London, WC1X 8TZ
www.landscapeinstitute.org



Landscape Consultant's Appointment

LANDSCAPE CONSULTANT'S MEMORANDUM OF AGREEMENT

June 2018

MEMORANDUM OF AGREEMENT

This Agreement

Is made on Delete if Scots Law*	Day/Date*	Month and Year*
---	------------------	------------------------

Between the Client <i>(Name)</i>	
of <i>(Organisation)</i>	
or Representative <i>(Name)</i>	
Address / Registered Office	
and	
the Landscape Consultant <i>(Director/Partner)</i>	
of <i>(Organisation)</i>	
Address / Registered Office	
IT IS AGREED	The client wishes to appoint the Landscape Consultant in connection with:
The Project:	
Site Address:	
	and the Landscape Consultant has accepted this appointment.
	This Agreement comprises this Memorandum of Agreement and the current revision at the time of signing of the attached documents:
	• Conditions of Appointment
	• Scope of Services
	• Schedule of Fees and Expenses
	• CIC Collateral Warranty* - consultant - employer - consultant - funder - consultant - purchaser/tenant
	• CIC Novation Agreement*
	• Programme*
	1. The Landscape Consultant will perform the Services for the Client in accordance with the terms of this Agreement.
	2. The Client will pay the Landscape Consultant and perform the obligations of the Client in accordance with the terms of this Agreement.
	3. The Landscape Consultant shall maintain minimum

	professional indemnity insurance (PII) cover to the level, period and exclusions as stated below:	
	PII level: £	
	Period of cover: 6*/12* years from completion of service	
	Exclusions: contamination*/pollution*	
AS WITNESS	the hands of the parties (where the Law of England, Wales or Northern Ireland is applicable)*	
	Client	Landscape Consultant
Authorised Signature:		
Name:		
Position:		
In the presence of:		
Witness Signature:		
Name of Witness:		
Address:		

* Delete as applicable

Where the Law of Scotland is applicable*

The Client and the Landscape Consultant have agreed to the registration of this agreement for preservation and execution and to submit to the non-exclusive jurisdiction of the Scottish Courts.

It is witnessed whereof that this Memorandum of Agreement is executed as follows:

IT IS SUBSCRIBED AT:	Date and Location	Date and Location
By:	on behalf of or by the Client	Landscape Consultant
Full Name of Signatory:		
Position (<i>Director/Secretary/Member/Partner</i>):		
Signature:		
In the presence of:		
Witness Signature:		
Full Name of Witness:		
Witness Address:		
Witness Signature:		
Full Name of Witness:		
Witness Address:		

Appendix B2: Scope of Services

Landscape Architect		
Ref	Scope of Services	Comments
1.0	General Services	
1.1	Provide the Services for all Workplan stages unless instructed otherwise by the Contracting Authority. Obtain instruction from the Contracting Authority prior to progressing to the next workstage.	
1.2	Attend regular meetings in order to progress Design, consult and liaise with the Lead Designer in the preparation and development of the Design Responsibility Matrix and Design Programme. Undertake the required activities and take responsibility for the activities in accordance with the Design Responsibility Matrix and Design Programme.	
1.3	Consult and liaise with other suppliers on the Project Team to ensure that the Services provided by the Supplier are fully coordinated with the services provided by those suppliers.	
1.4	Where there is duplication between the Services provided by the Supplier and the services of another supplier(s), the Supplier shall assist the Project Lead to resolve the service duplication by agreement with the supplier(s) concerned. The Supplier shall implement the actions the Project Lead confirms in writing.	
1.5	Participate in the operation of an Early Warning System.	
1.6	Co-operate at all times with the Principal Designer and provide Design Information and Risk Assessments.	
1.7	Attend meetings with the Contracting Authority, Project Lead, Lead Designer, other suppliers and the Contractor as necessary.	
1.8	Attend and contribute to workshops and exercises with other suppliers to carry out value engineering, value management, environmental performance improvement initiatives and risk management. Contribute to recommendations for Contracting Authority approval based on the results of these exercises to deliver the best overall value for money.	
1.9	In conjunction with the other suppliers and subject to the specific duties pursuant to each respective Call Off Agreement and/or Building Contract, assist the Project Lead to make all necessary arrangements with planning, local and other statutory bodies to enable the Project to proceed to completion and handover. Assist the Project Lead to arrange for, co-ordinate and pursue all necessary applications required in connection with relevant statutory or regulatory bodies, highway authorities and (if applicable) river and waterway authorities.	
1.10	Assist the Project Lead with the submission of documentation to landlords and/or funding bodies and/or any third parties who have an interest in the project.	
1.11	Participate in the Change Control Procedures and monitor Design development against the Site Information, Project Information, Project Budget, Design Programme and Project Programme.	
1.12	Work closely with the Contracting Authority, other suppliers and all stakeholders to foster a partnering culture. The culture will embody the principles of mutual trust and co-operation with an overall aim of delivering a successful project to the Project Brief, Project Budget and the Project Programme.	
1.13	Provide detailed update design progress reports at the end of each workstage.	
2.0	RIBA Stage 0 - Strategic Definition	
2.1	Provide comments to the Project Lead and attend workshops to discuss the Business Case and to develop the Strategic Brief for the project.	

2.2	Provide contributions to the Project Lead to establish the Project Brief, the Initial Project Budget and the Project Programme.	
2.3	Provide contributions to the Project Lead to draft the Project Execution Plan.	
3.0	RIBA Stage 1 - Preparation & Brief	
3.1	Contribute to the development of the Initial Project Brief. The Initial Project Brief shall include Project Objectives, Quality Objectives, Project Outcomes, environmental performance/Sustainability Aspirations, Project Budget and Project Programme and all other parameters, risks and/or constraints.	
3.2	Review Site Information and Project Information and provide comments and attend workshops, as required, to assist the development of the Initial Project Brief.	
3.3	Contribute to the agreement of the procurement route and the standard form of Building Contract.	
3.4	Provide comment to the Lead Designer to prepare the Design Responsibility Matrix, Information Exchange and Technology Strategy for the Initial Project Brief.	
3.5	Contribute to the preparation of option appraisals that meet the Initial Project Brief.	
3.6	Contribute to the preparation of the Feasibility Study for the Contracting Authority preferred option(s)	
3.7	Review and contribute to the update of the Project Budget and Project Programme.	
3.8	Contribute to the preparation of the Handover Strategy, prepare Risk Assessments in preparation for the Concept Design stage and contribute to the development of the Project Execution Plan.	
3.9	Assist in the selection one or more specialists, where appropriate and legally compliant, to provide input into option appraisals and/or the Feasibility Study in consultation with the Contracting Authority and the Project Team.	
3.10	Carry out a full site inspection/site survey and make recommendations for any specialist investigations or surveys which may be necessary.	
4.0	RIBA Stage 2 - Concept Design	
4.1	Assist the Lead Designer in their liaison with planning authorities as required.	
4.2	Prepare the landscape Concept Design in accordance with the Initial Project Brief and Design Responsibility Matrix, Information Exchanges and the Design Programme. Contribute to the development of Project Strategies.	
4.3	Undertake third party consultations and any Research and Development as required.	
4.4	Assist the Lead Designer with preparation of the Design Programme.	
4.5	Incorporate agreed changes to the Concept Design, Site Information and Project Information in compliance with the Change Control Procedures, Design Responsibility Matrix, Information Exchanges and the Design Programme.	
4.6	Contribute to the development of the Sustainability Strategy, the Maintenance and Operational Strategy.	
4.7	Contribute to the development of the Handover Strategy and review and update Risk Assessments.	
4.8	Contribute to the Construction Strategy and the development of the Health and Safety Strategy	
4.9	Contribute to the review and update of the Project Execution Plan.	
4.10	Contribute to the review and update of the Project Programme and the Project Budget.	

4.11	Comply with the Information Exchange requirements.	
4.12	Assist the Planning Consultant in the pre-application process where appropriate.	
4.13	Develop overall sketch landscape design with sketches and precedent character images.	
4.14	Coordinate with the other designers, in particular, the:	
4.14.1	Consultant engineers concerned with any vehicle turning and service access, below ground services, flood defences, site loadings, SUDS and surface water drainage and storage, PVs and green roofs, landscape structures.	
4.14.2	Architect with regards to layout, access and gradients, thresholds, planted edges, frontages and boundaries.	
4.15	Prepare draft planting, paving and enclosure strategies with associated precedent images.	
4.16	Develop landscape sketch proposals following feedback from the Contracting Authority and prepare planning pre-application material including:	
4.16.1	Overall landscape setting and design strategy identifying opportunities and constraints.	
4.16.2	Colour rendered masterplan and cross sections	
4.16.3	Design strategies for paving, enclosure, planting, level and furniture.	
5.0	RIBA Stage 3 - Developed Design	
5.1	Assist the Lead Designer in their liaison with planning authorities as required.	
5.2	Assist the Planning Consultant in the submission of the planning application and/or listed building consent application.	
5.3	Prepare the landscape Developed Design in accordance with the Final Project Brief, Project Strategies, Design Responsibility Matrix, Information Exchange and the Design Programme. Contribute to the development of Project Strategies.	
5.4	Undertake third party consultations as required.	
5.5	Assist the Lead Designer with preparation of the Design Programme.	
5.6	Incorporate agreed changes to the Developed Design, Site Information and Project Information in compliance with the Change Control Procedures, Design Responsibility Matrix, Information Exchanges and the Design Programme.	
5.7	Contribute to the review and update of the Sustainability Strategy and the Maintenance and Operational Strategy.	
5.8	Contribute to the review and update of the Handover Strategy and review and update Risk Assessments.	
5.9	Contribute to the review and update of the Construction Strategy and the Health and Safety Strategy	
5.10	Contribute to the review and update of the Project Execution Plan.	
5.11	Contribute to the review and update of the Design Programme, Project Programme and the Project Budget.	
5.12	Comply with the Information Exchange requirements.	
5.13	Prepare information for stakeholder engagement and feedback.	
5.14	Incorporate feedback as necessary and prepare the Landscape Design Statement to support the planning application, comprising:	
5.14.1	Overall landscape setting and design and flood defence strategy identifying opportunities and constraints.	
5.14.2	Colour rendered landscape masterplan	
5.14.3	Rendered cross sections	
5.14.4	Paving strategy with photographic reference images	

5.14.5	Level strategy incorporating drainage strategy from the relevant engineer	
5.14.6	Planting strategy with typical details associated with different areas of the site, complete with photographic reference images	
5.14.7	External furniture vocabulary, including any external structures with photographic reference images	
5.14.8	Boundary and enclosure strategy where relevant, including entrances, and any supergraphics	
5.14.9	Design narrative and explanatory sketches illustrating the design development	
6.0	RIBA Stage 4 - Technical Design	
6.1	Assist the Lead Designer in submitting the Building Regulations application.	
6.2	Prepare the landscape Technical Design in accordance with the Project Strategies, Design Responsibility Matrix, Information Exchange and the Design Programme.	
6.3	Undertake third party consultations as required.	
6.4	Assist the Lead Designer with preparation of the Design Programme.	
6.5	Incorporate agreed changes to the Technical Design, Site Information and Project Information in compliance with the Change Control Procedure, Design Responsibility Matrix, Information Exchanges and the Design Programme.	
6.6	Contribute to the review and update of the Sustainability Strategy and the Maintenance and Operational Strategy.	
6.7	Contribute to the review and update of the Handover Strategy and Risk Assessments.	
6.8	Contribute to the review and update of the Construction Strategy and the Health and Safety Strategy	
6.9	Contribute to the review and update of the Project Execution Plan.	
6.1	Contribute to the review and update of the Design Programme, Project Programme and the Project Budget.	
6.11	Comply with the Information Exchange requirements.	
6.12	Liaise with specialist suppliers as necessary.	
6.13	Contribute to the selection of a list of tenderers including commenting on pre-qualification information/submissions.	
6.14	Contribute to the preparation of the Employer's Requirements.	
6.15	Contribute to the preparation of the tender documentation	
6.16	Contribute to the assessment of tenders and the preparation of the tender report. The assessment should include the review and evaluation of the alignment of the design and specification in each of the Contractor's Proposals with the Employer's Requirements set out in the tender documentation and the further review and evaluation of responses to any clarifications from the tenderers.	
6.17	Assist in the agreement of the detailed content and the finalisation of the contract documentation.	
6.18	Contribute to the assessment of the submission from the selected tenderer of designs and specifications, to ensure alignment with the contract documentation (for pre-construction activities) and the further review and evaluation of responses to any clarifications from the tenderer.	
6.19	Develop the technical design to be coordinated set of Stage 4 information, including:	
6.19.1	Landscape general arrangement plans identifying and defining paving, furniture, raised edges, boundary types and planting.	

6.19.2	Coordinated landscape cross sections at 1:5, 1:10 or 1:20 as appropriate illustrating the relationships between landscape elements and structures.	
6.19.3	Detailed planting plans identifying and defining the location, type, species and number of all trees, shrubs and plants.	
6.19.4	NBS specification for landscape works	
6.19.5	Detailed plans identifying all flood defence and landscaping elements.	
7.0	RIBA Stage 5 - Construction	
7.1	Review standards of construction to verify conformance with the contract documentation, Health and Safety strategies, Design Programme and Construction Programme and that all site queries are resolved in accordance with the foregoing. This is to include regular site visits.	
7.2	Review development of the design to verify conformance with the contract documentation, Health and Safety strategies, Design Programme, Information Exchanges and the Construction Programme and that all Design Queries are resolved in accordance with the foregoing.	
7.3	Contribute, as necessary, to the provision of information to the Contract Administrator to assist contract administration.	
7.4	Contribute to the review and update of the Project Programme and the Project Budget.	
7.5	Contribute to the review and update of the Sustainability Strategy.	
7.6	Contribute to the review and update of the Construction Strategy and the Health and Safety Strategy.	
7.7	Monitor the compilation of the 'As Constructed' Information is provided in accordance with the Construction Programme.	
7.8	Contribute to the implementation of the Handover Strategy	
7.9	Monitor and verify that agreed changes to the Design during Construction are implemented in compliance with the Change Control Procedure, Design Responsibility Matrix, Information Exchanges and the Design Programme.	
7.10	Comply with the Information Exchange requirements.	
7.11	Liaise with specialist suppliers as necessary.	
7.12	Contribute to the preparation of a planned maintenance programme for the project, post handover, and contribute to recommendations for the procurement of the planned maintenance.	
7.13	Prepare the 'As Constructed' Information.	
7.14	Make recommendations for sample-taking and the carrying out of specialist inspection tests of materials and workmanship. Following approval of recommendations for testing, arrange for the inspections and tests to be undertaken and examine the results of such tests whether on or off site. In liaison with the Lead Designer take any necessary action to ensure that any deficiencies are rectified.	
7.15	Make recommendations for the opening of work to determine that it is generally in accordance with the contract documentation.	
7.16	Visit the sites of fabrication and assembly to inspect such materials or workmanship before delivery to site.	
7.17	Assist the Contract Administrator with all activities in connection with the adjudication of disputes between the Contracting Authority and the Contractor.	
7.18	In co-operation with the other members of the Project Team concerned, assist in the evaluation of claims and make recommendations.	

8.0	RIBA Stage 6 - Handover & Close-Out	
8.1	Provide the Lead Designer with the defects list.	
8.2	Undertake the tasks in accordance with the Handover Strategy.	
8.3	Contribute to the provision of information to the Contract Administrator to assist administration of the contract.	
8.4	Contribute to the update of the Project Information.	
8.5	Update the 'As Constructed' Information.	
9.0	RIBA Stage 7 - In-Use	
9.1	Undertake the tasks listed in the Handover Strategy.	
9.2	Contribute to the update of 'As Constructed' information in accordance with Contracting Authority Feedback	
9.3	Contribute to the update of Project Information in response to ongoing Contracting Authority Feedback	
9.4	Contribute to the post completion defect rectification process. Identify all outstanding defects and notify the Lead Designer.	

Appendix B3: Design Responsibility Matrix (Proposed)

P	Primary responsibility
s	Supporting responsibility
CD	Contractor/Specialist Subcontractor completes the design
C	Performance Specification by Design Team; design, fabrication and installation by subcontractor; product warranty by sub-contractor

CLIENT	Britten Pears Arts
Stakeholders	Managed by BPA
Project Manager	TBC
Cost Consultant	TBC
Principal Designer	TBC
Planning & Heritage Consultant	TBC
Architect/Lead Designer	TBC
MEPH	
Structural & Civil Engineer	TBC
Acoustic Consultant	TBC
Landscape Architect	TBC
Theatre Consultant	TBC
Fire Engineer	TBC
Transport and Traffic	TBC
Sustainability & Energy Engineer	TBC
Interior/Exhibition Designer	TBC
Catering Consultant	TBC
Access Consultant	TBC
Heritage/Conservation Architect	TBC
Ecology	TBC
Security Consultant	TBC
Wayfinding and Brand consultant	TBC
Main Contractor	TBC
Principal Contractor	
Building Inspector	

MANAGEMENT & PROTOCOLS						CLIE	CLIENT		DESIGN TEAM																		MCO		Notes
IMPLEMENTATION PROTOCOLS																													
Appointment of Consultants, Contractor(s)						P	s	s		s		s		s		s		s		s		s		s		s			
Procurement of surveys/investigations						P		s		s	s	s	s	s	s	s	s	s			s	s	s	s		s			Survey requirements to be identified by the Lead Designer. PM for procurement/obtaining quotes - Client to place orders.
Brief Information/Proposed Scope of Works						P	s	s	s																				
Instruct Changes to Brief Information						P	s	s				s																	
Master Programme						s		P	s	s		s	s	s			s									s			
DESIGN PROTOCOLS																													
Design programme						s		s	s	s	s	P	s	s	s	s	s	s	s	s	s	s		s	s	s			Client to support with sign off milestones
Design coordination and integration												P	s	s	s	s	s	s	s	s	s	s	s	s	s	s			Specialists Consultants as relevant
General arrangement of the buildings												P	s	s	s		s	s		s			s						
Coordination design of all constructional elements												P	s	s	s	s	s	s	s		s	s			s				
Reviewing extent of specialist sub-contractor design						P		P	P	s		P	P	P	s	s	s			s				s		s			Depending on Procurement type, Client/PM /QS s may have a role
Setting out Builders Works in Connection (BWIC)STRUCTURAL												P	P	P		s	s			s	s						C D	MEP to itentify ALL BWIC positions, STR Eng. to Resolve and Set-Out	
Setting out Builders Works in Connection (BWIC)NON-STRUCTURAL												P	P	s		s	P			s	s						C D D	MEP to itentify ALL BWIC positions, Architect to Resolve and Set-Out	
Coordination of BWIC Penetrations						s		s				P	s	s	s	s	s	s			s	s	s		s		C D		
COST PLANNING																													
Business Case						P	s	s	s																				
Property Strategy						P	s	s	s																				
Cost Plans and Reports									P			s	s	s	s	s	s	s	s	s	s	s	s		s				

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	Metal sheet roof and dormer covering systems							P	s	s	s			s		s							C	D				
	Metal composite panel roof covering systems							P	s	s	s			s		s							C	D				
	Profiled sheet roof covering systems							P	s	s	s			s		s							C	D				
	Unit roofing systems							P	s	s	s			s		s							C	D				
	Calcium sulphate based screed systems							P	s	s																		
	Cementitious screed systems							P	s	s																		
	Floor paint systems							P					s			s	s											
	Floor tiling systems							P				s					s											
	Mastic asphalt flooring and floor underlay systems							P					s				s											
	Monolithic flooring systems							P	s	s		s	s			s	s											
	Resilient and textile floor covering systems							P					s				s											
	Metal sheet roof flashing systems							P		s													C	D				
	Metal sheet gutter lining systems							P															C	D				
	DAMP-PROOFING, WATERPROOFING & PLASTER FINISHING																											
	Damp-proof courses renewal and insertion systems																						C	D			All waterproofing responsibilities to Specialist designer.	
	Floor damp-proofing systems																						C	D			All waterproofing responsibilities to Specialist designer.	
	Floor waterproofing systems																						C	D			All waterproofing responsibilities to Specialist designer.	
	Wall damp-proofing systems																						C	D			All waterproofing responsibilities to Specialist designer.	
	Wall waterproofing systems																						C	D			All waterproofing responsibilities to Specialist designer.	
	Metal lathing and anchored mesh reinforcement systems																						C	D			All waterproofing responsibilities to Specialist designer.	
	Plaster coating systems																						C	D			All waterproofing responsibilities to Specialist designer.	
	Waterproofing and tanking systems																						C	D			All waterproofing responsibilities to Specialist designer.	
	STAIR AND RAMP SYSTEMS																											
	External stair and ramp systems							P		s		s						s					C	D				
	Fixed utilitarian access systems							P	s			s	s					s					C	D				
	Internal stair and ramp systems							P					s					s					C	D				
	Structural stair and ramp systems							s		P								s					C	D				
	Stair carpeting systems							P					s				s											
	TUNNEL, SHAFT, VESSEL AND TOWER SYSTEMS																											
	Trench, pipeway and pit systems							P	s	P			s	s									C	D			Sizes location coordination by MEP	
	SIGNAGE, FITTINGS, FURNISHINGS AND EQUIPMENT SYSTEMS																											
	External signage and interpretation systems	s			s			P	P	s	s		s	s									P					
	Fire and safety signage systems	s	s		s			s	s				s	s										C	D		s	
	Internal architectural signage systems	s			s			P					s				s						P					

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	Hot and cold water supply systems							P	p								s										C			
	Irrigation systems							P	P			s					s										C			
	Water feature systems							P	s			P					s										C			
	Water reclamation systems							P	s			s					P										C			
	Water treatment systems							P	s								P										C			
HEATING, COOLING AND REFRIGERATION SYSTEMS																														
	Combined heating, cooling and power	s						P	P		s						P										C			
	Cooling systems	s						P	P		s						P										C			
	Heat pump systems	s						P	P		s						P										C			
	Heating systems	s						P	P		s		s				P										C			
	Cold room systems	s						P	P		s						P		s								C			
VENTILATION AND AIR CONDITIONING SYSTEMS																														
	General space ventilation systems	s			s			P	P		s		s	s			P										C			
	Smoke extract and control systems	s			s			P	P		s		s	s			P										C			
	Vehicular space ventilation systems	s			s			P	P	s	s		s		s		P										C			
	Central air conditioning systems	s			s			P	P	s	s		s	s			P										C			
	Local air conditioning systems	s			s			P	P		s		s				P	s									C			
ELECTRICAL SYSTEMS																														
	Solar power generation systems							P	P			s	s				s										C			
	Low-voltage systems							P	P				s				s	s	s								C			
	Small power systems							P	P				s				s	s	s								C			
	External lighting systems	s			s			P	P			s	s		s									s			C			
	General space lighting systems	s			s			P	P				s														C			
COMMUNICATIONS, SECURITY, SAFETY, CONTROL AND PROTECTION																														
	Data distribution and telecommunications systems	s			s			P	P																		C			
	Listening systems	s			s			P	P				s														C			
	Public communications systems	s			s			P	P				s					s									C			
	Access control systems	s			s			P	P				s					s						P			C			
	Monitoring systems	s			s			P	P															P			C			

Appendix B4: BPA Policies (Anti-Bribery)

Anti-Bribery Policy

1. Introduction

1.1. The Bribery Act 2010 created a single comprehensive code in relation to Bribery and Corruption. The act creates new offences and places responsibility on organisations as well as the individual. The act covers any country in the world and also includes any bribes paid by third parties on behalf of the organisation. The act also covers the acts of agents or associates acting on behalf of the organisation. The penalties are severe with potentially unlimited fines and the possibility of imprisonment up to a maximum of 10 years for individuals. The act creates two offences:

Failing to prevent bribery

The Bribery Act introduces a new offence for commercial organisations of failing to prevent bribery by persons associated with them. This is committed where a person associated with the organisation commits an act of corruption with the intention of obtaining or retaining business or of obtaining or retaining an advantage in the conduct of business. A person is deemed to be “associated” if he or she performs services for or on behalf of the company or partnership, without regard to whether the person is an employee, agent or subsidiary company. There is a statutory defence if the organisation can show that it had in place “adequate procedures” designed to prevent bribery.

2. Offences under the act

2.1. The Act creates four offences. The first three are offences that are committed by individuals:

- Promising or offering a bribe;
- Requesting, agreeing to receive or accepting a bribe;
- Bribing a foreign public official; and
- A corporate offence of “failure to prevent bribery” by “persons associated” with an organisation.

3. Definitions

3.1. A traditional definition of bribery is the receiving or offering of undue reward by or to any person whatsoever in a public office, private employee, colleague or

representative of another organisation in order to influence their behaviour in office and to incline them to act contrary to known rules of honesty and integrity.

4. Policy Statement

4.1. This Policy applies to all staff and associated companies. The Policy also includes third parties such as agency workers, consultants, sub-contractors and others working on behalf of Britten Pears Arts irrespective of their location, function or grade.

4.2. The organisation does not wish to stifle the development of good working relationships with suppliers, agents or contractors; however, the actions must be transparent, proportionate and auditable.

4.3. Britten Pears Arts expects staff, business partners, agents, suppliers and contractors to act with integrity and without any actions that may be considered as an offence within the meaning of the Bribery Act 2010.

4.4. Britten Pears Arts employees or any other person working on behalf of the organisation must not:

- Offer or make a bribe, unauthorised payment or inducement of any kind to anyone;
- Solicit business by offering a bribe, unauthorised payment or inducement to a third party;
- Accept any kind of bribe, unauthorised payment or inducement that would not be authorised by the organisation in the normal course of events.

4.5. Britten Pears Arts employees or any other person working on behalf of the organisation must:

- Refuse any bribe, inducement or unauthorised payment that is offered in a clear manner that could not lead to any misunderstanding;
- Report all such offers received to the Chief Financial Officer
- Report all perceived or potential breaches of this policy to both the line manager and the Chief Financial Officer.

6. Reporting

6.1. The organisation takes compliance with the act very seriously and any known or perceived breach of the policy or act should be reported immediately to both the line manager and the Chief Financial Officer

Appendix C: Proposed Scope of Capital Programme

Proposed Scope of Capital Programme

December 2023

Snape Maltings Concert Hall

Britten Pears Building

Accommodation

Heating & Renewables

Flood Defences & Landscaping

Additional Needs



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Introduction

Snape Maltings sits on the bank of the River Alde, surrounded by an Area of Outstanding Natural Beauty, just six miles from Aldeburgh, Suffolk. The heritage site is home to Britten Pears Arts and independent shops, galleries and eateries. Snape Maltings has several performance venues, including the world-famous Snape Maltings Concert Hall, and is home to the Aldeburgh Festival, Summer at Snape and a year round programme of events and residencies. It is hugely significant in the regional economy.

Background

Britten Pears Arts emerged from the determination of composer Benjamin Britten and his partner, singer Peter Pears, to ensure that everyone could enjoy and experience music. Britten Pears Arts aims to continue their legacy to develop talent, celebrate their heritage and engage with communities.

The charity uses music to transform people's lives, to bring communities together and enhance daily life.

The organisation has a long history dating back to when Britten and Pears founded the Aldeburgh Festival in 1948 and moved into The Red House in Aldeburgh in 1957. It became Britten Pears Arts in April 2020 when Snape Maltings, the charity formerly called Aldeburgh Music, then merged with the Britten-Pears Foundation, which ran Britten and Pears' estate. Today, the Snape Maltings and The Red House sites have become cultural destinations. As well as the world-famous Snape Maltings Concert Hall, there are independent shops, art galleries, restaurants and cafés. 100% of the profits from these businesses goes towards the charitable work of Britten Pears Arts.

Summary history of development

Between the mid 19th century and mid 20th century the great extent of the development on the site took place. The majority of these buildings make up five distinct maltings, and the industrial process can still be read in the arrangement of buildings on the site. From road and former railway in the west towards marsh and river in the east ran the production line of barley granary, steep, turning floor, kiln and malt granary.

Maltings activity stopped on the site in 1965, and in 1967 the Concert Hall (designed by Arup Associates) opened in one of the converted maltings buildings to provide a permanent home for the Aldeburgh Festival set up in 1948 by Britten and Pears. A further conversion of a barley store in 1979 formed the Britten Pears Building. In the 1970s the Craft Shop, art gallery and tea room opened on the site followed in 1991 by the conversion of further buildings into the House and Garden retail outlet. In 1997 and 1999 a Concert Hall foyer and restaurant were developed. Between 2005 and 2009 the latest development involved the conversion and reconstruction of a number of buildings to provide rehearsal and performance spaces in the Hoffmann Building, as well as conversion of a range of buildings into residential units. Works, at Snape Maltings, since 2009 have been generally of a smaller scale. In 2023 the building of The Red House, Archive was BPA's last capital project.

The majority of the buildings included in the Capital Programme are listed.



Benjamin Britten & Peter Pears

Heritage Context

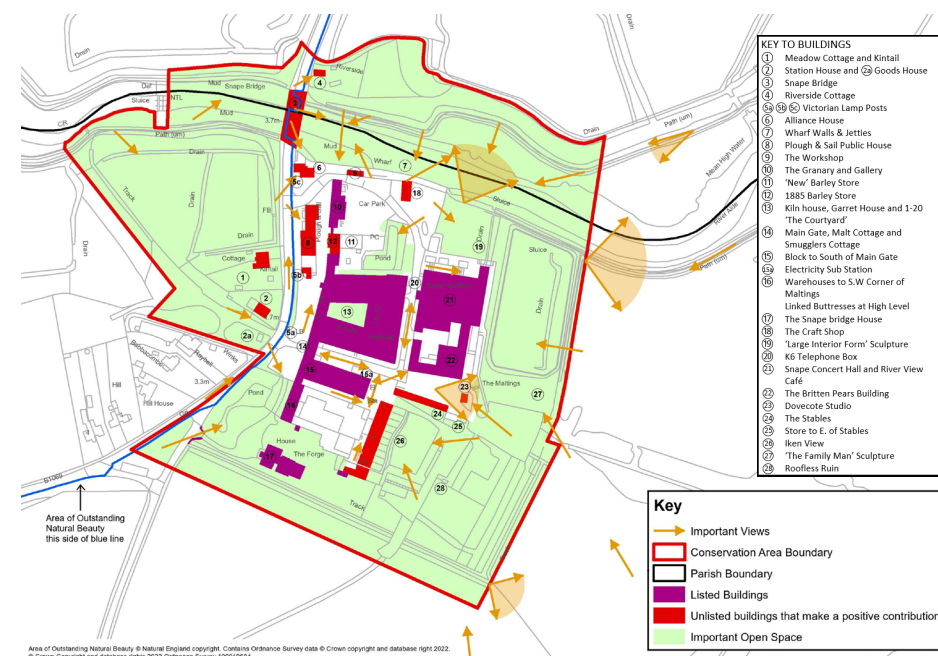
The buildings at Snape Maltings are within The Snape Maltings Conservation Area, one of East Suffolk Council's designated Conservation Areas. The East Suffolk Council Snape Maltings Conservation Area Appraisal Supplementary Planning Document provides a thorough summary of the site's special interest including the history of development on the site.

The listings on the site have been recently reviewed by Historic England and were formally revised in May 2022, with the Concert Hall and River View Café elevated to Grade II* status. Other buildings previously covered by a Grade II listing have been de-listed. The listed buildings on the site are as follows, and the full listing descriptions are included in an appendix. In particular the Concert Hall listing description gives a good summary of the history of the site and building group:

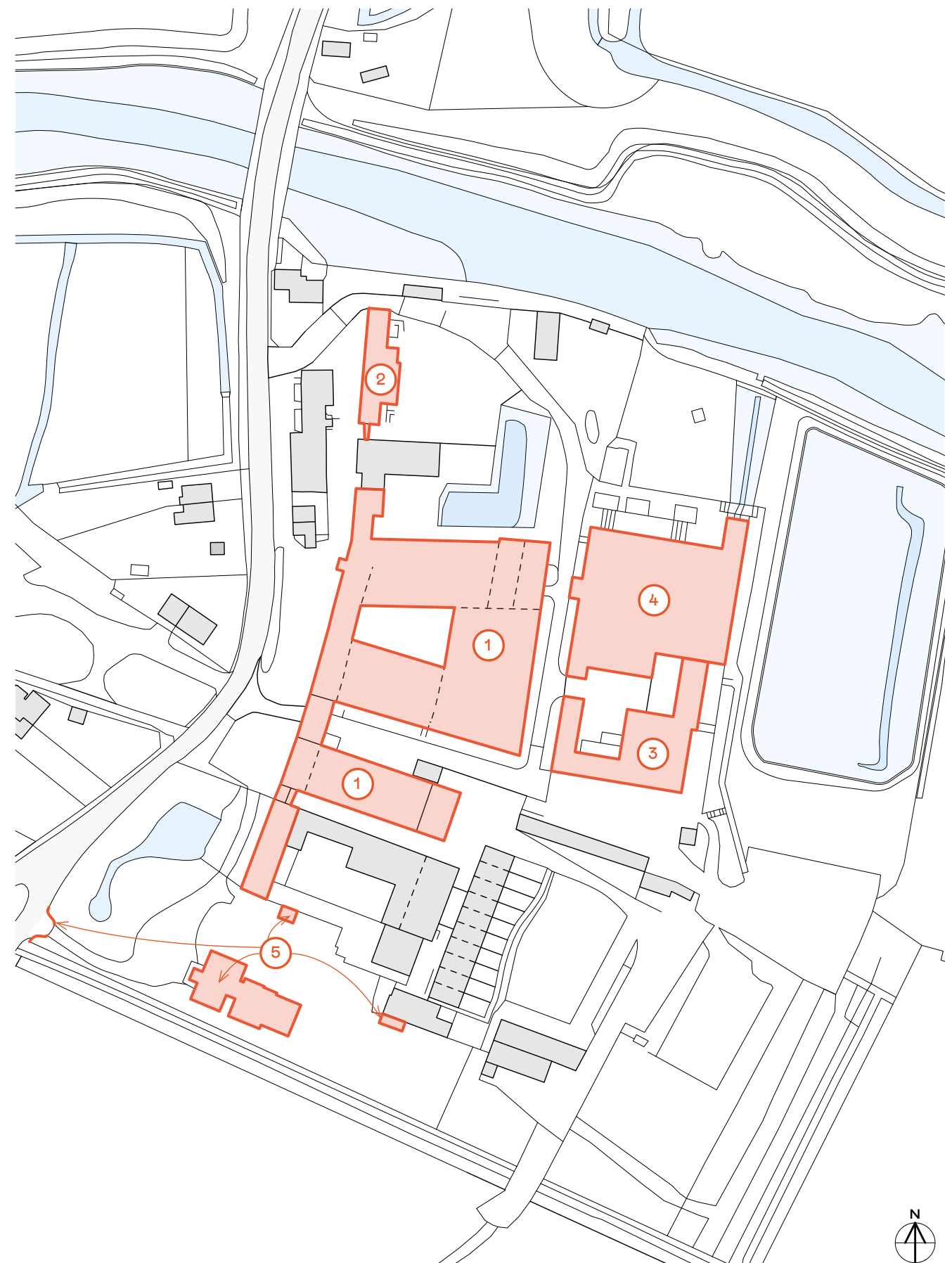
Listed buildings on site:

- 1). Snape Maltings (Hoffmann building, Pond Gallery, House & Garden Shop)
- 2). Former Granaries (Art Gallery and deli building)
- 3). The Britten Pears Building
- 4). Concert Hall & River View Café (Grade II*)
- 5). Snape Bridge House

It should be noted that the Conservation Area Appraisal was written in 2014, but the site map below appears to be consistent with the 2022 listing revisions



Snape Maltings Conservation Area (excerpt from Suffolk Coastal Conservation Area Appraisal)



Master planning work was carried out from 2017-2021 by Allies and Morrison architects. Several projects have emerged in response to the master planning work, which it is now proposed to progress. The progression of works is dependent on funding and subject to various external influences such as planning permission, listed building consent and also planned music / arts events. The works have therefore been grouped into anticipated separate construction contracts with a simple referencing applied. The works will be phased and planned according to the availability of areas, successful planning / listed building consent along with secured funding being obtained. It is anticipated that the works will be signed off at each RIBA works stage for progression. The common theme throughout the programme of works is the aim to achieve improved accessibility, reduce barriers to participation and significantly lower BPA carbon footprint which will ease some budgetary pressures. The reuse and recycling of materials as well as a focus on energy saving are clear objectives across the projects. The proposed works are described in more detail in this document and summarised as follows:

Snape Maltings Concert Hall

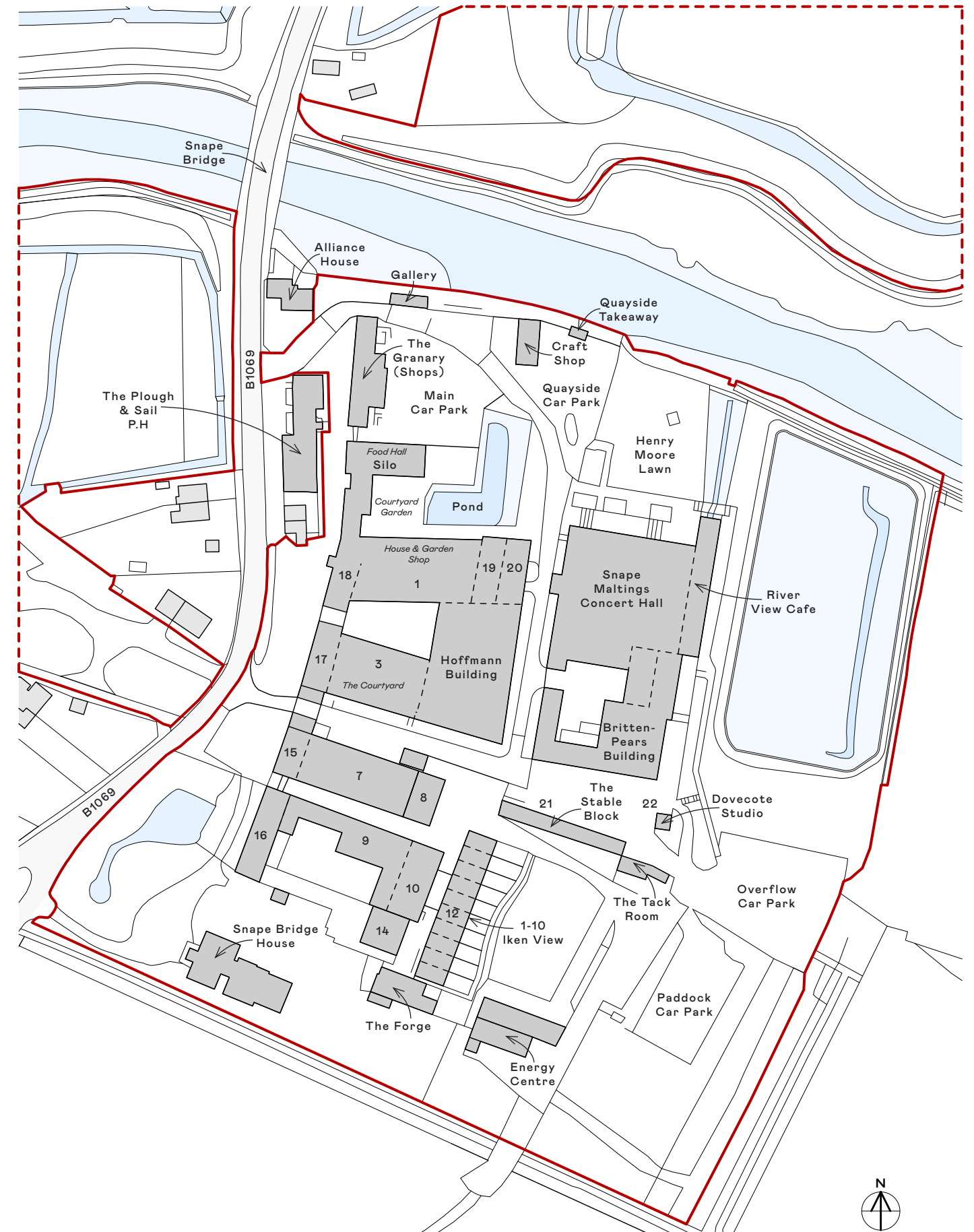
CH1 Acoustic Treatment to Concert Hall incl installation of acoustic baffles
 CH1 Technical Equipment Upgrades
 CH1 New hearing loop
 CH1 Roof replacement (East, South & West)

CH2 Ventilation improvements including replacement of the existing circulation fan
 CH2 New Accessible Lift FoH / Additional signage
 CH2 Refurbishment of FoH WCs
 CH2 Finishing kitchen in River View Restaurant
 CH2 Refurbishment to 2nr existing lifts
 CH2 Fabric repairs / Brickwork replacement
 CH2 Discovery centre creation

CH3 New Seating (incl adaptation for wheelchair users) & Handrails

Britten Pears Building

BP1 Complete strip out and full internal refurbishment including remodeling and new MEPH services. Sprinkler tank relocation, new windows, wall removal and formation of new lift tower, 4 floor lift and associated ground / roof works.
 BP1 Transform Peter Pears Recital room into flexible studio. Bleacher seating replacement. Remove old technical room to create accessible seating. New lighting system, sound and video infrastructure include permanent lighting and AV control position.
 BP1 General Access improvements - new entrance ramp and passenger and equipment lift to all floors.
 BP1 Conversion of first floor practice rooms into 6 larger multifunction studios / break out spaces.
 BP1 New convening facilities, incl awning above the terrace, and an accessible top floor multi-purpose activity space (currently the Cranbook Room).
 BP1 External landscaping alterations including steps, ramps and covered kitchen terrace area.



Overall Site Plan (note NTS here). Red boundary indicates BPA land ownership

Accommodation

AC1 Snape Rooms - form 9+ bedrooms facility from Ground Floor of Building 20 (The Early Music Shop) and first floor of Building 19 (HRM office).

AC2 Snape Bridge House - improving access and essential maintenance.

AC3 Elizabeth Court - create new ensuite bathrooms and a chairlift.

AC4 Red Studio - improve access and general condition.

AC4 Cosy Nook - improve access and general condition.

AC4 Home Reach - improve access and general condition.

Heating and Renewables

HR1 Consolidation of Energy Centre's biomass boiler, reconfigure pipework to service music buildings (Concert Hall, Hoffmann Building and Britten Pears Building). Removal of redundant biomass boiler.

HR2 Improved flue arrangements to the existing biomass boiler

HR2 New Photovoltaic panels on south facing roof slopes.

HR3 The Red House – New gas fired modular boilers

HR3 Site wide Building Management System

Flood risk reduction and associated landscaping

FLD1 Flood risk reduction and associated landscaping

FLD2 Car Park hedgerows / improvements.

FLD 2 Access improvements to Concert Hall

Additional Needs

AD1 Red House Exhibition Link and exhibition upgrade

AD2 Silo Building Works and Demolition

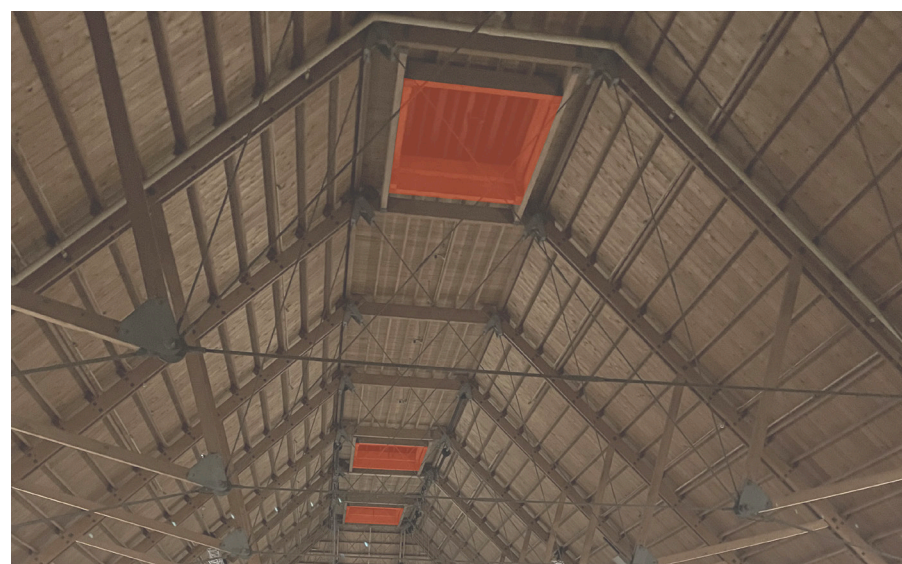
PROPOSED WORKS

Snape Maltings Concert Hall

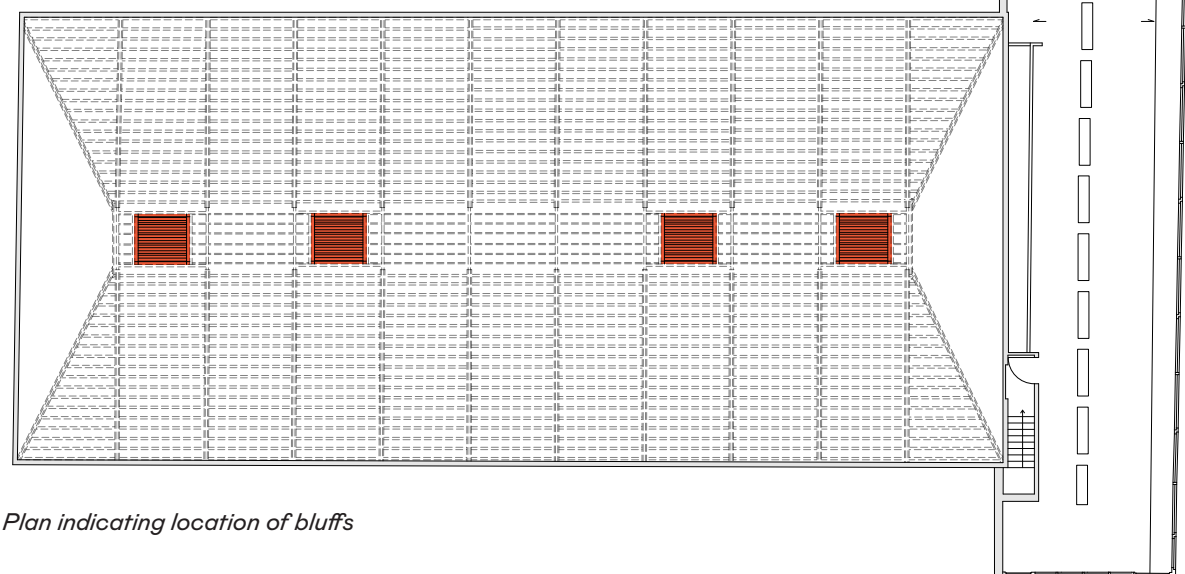
CH1 Acoustic Treatment to Concert Hall incl installation of acoustic baffles

The acoustics of the exiting concert hall limits some artistic content. Haworth Tompkins Architects, alongside Charcoalblue Theatre Consultants, provided a report that identified a number of potential improvements to reduce the limitations. Acoustic treatment proposals to temporarily alter the concert hall included stage drapes and motoirsed banner boxes to the bluffs.

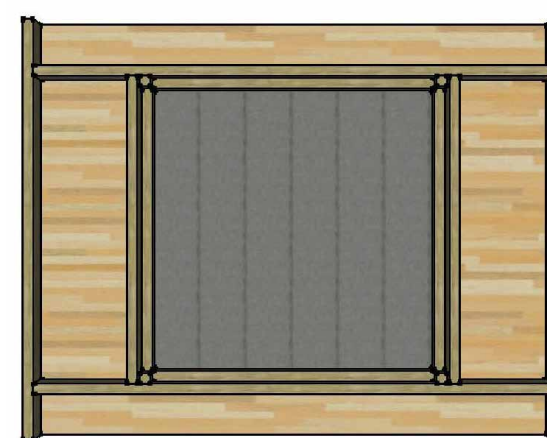
The bluffs provide a ventilation exit route for the Concert Hall. They also provide an opportunity to conceal and drop temporary baffles without interfering with the ventilation. The baffles will reduce the reverberation time in the Concert Hall which will better suit amplified sound and music, and thus provide more opportunities for a wider range of events. A similar baffles proposal has already been installed to the Britten Studio in the Hoffmann Building, to good effect.



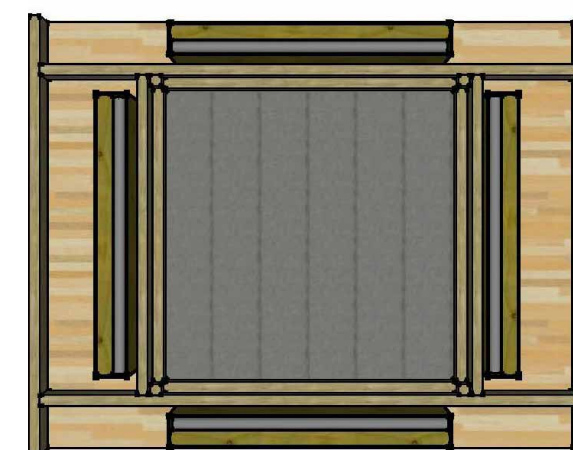
Existing Concert Hall Roof



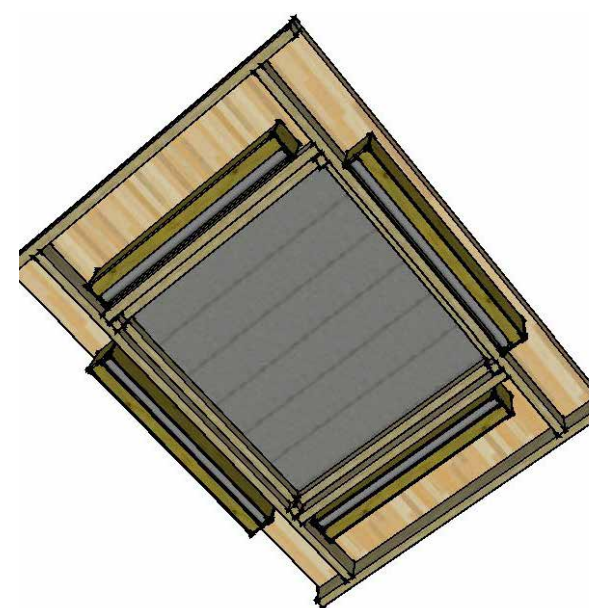
Plan indicating location of bluffs



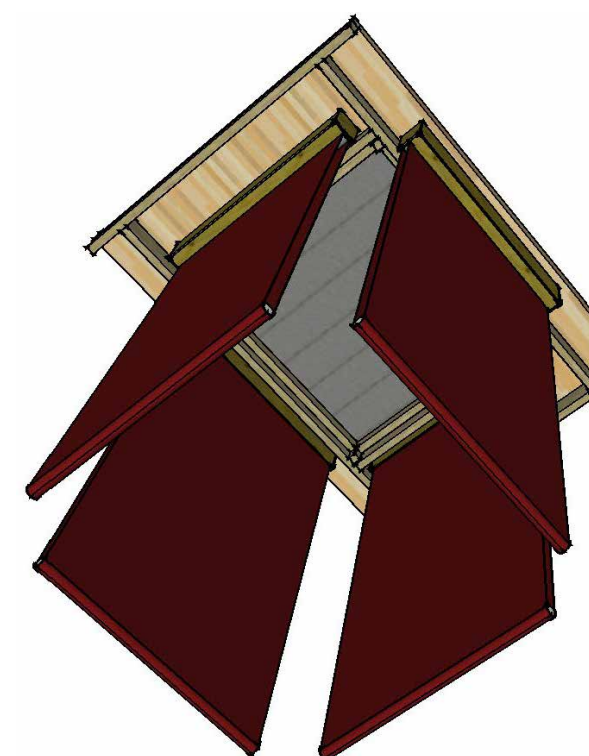
Bluff 1 viewed from below



Banner box installed around perimeter of Bluff 1



Bluff 1 showing banners stored



Bluff 1 showing banners deployed

Feasibility study for baffles (automated banners on rollers). Designed by Haworth Tompkins / Charcoalblue in 2014

Snape Maltings Concert Hall

CH1 Technical Equipment Upgrades

The Concert Hall current lighting is mostly halogen; when in use, the lighting generates a lot of unwanted heat which exacerbates stuffiness and overheating in the space.

A complete renewal of the Concert Hall lighting system is needed, with comfort, energy efficiency and greater flexibility in mind. It is hoped that new photovoltaic panels will generate electricity to help power the lights and other equipment in summer.

Concert Hall house lights (roof and wall fixed) need replacement and lighting levels increased.

Replacement dimmers with modules that can be dimmed or switched to allow flexibility of load types.

Install lighting rig on LX1 and LX2 for safe and efficient focusing to avoid working at height over the auditorium.

The priority is to update the existing lighting, AV and show relay analogue infra-structure and replace it with a digital IP system that can accommodate current and future data needs. This IP based infra-structure needs to be installed or integrated across all our venues to allow the sharing and distribution of show data. (audio and video show relay, lighting DMX/RDM, sound processing, performance archives, video distribution etc)

With the infra-structure in place, it will then be possible to replace the stage lighting – as a complete system or phased in over a period of time.

All of these upgrades will require careful planning and assessment regarding additional roof loading with the potential for additional structural support and upgrade needed (see comment under CH1 Re-roofing that also highlight this issue).

CH1 New Hearing Loop

An infrared hearing system is currently available in the Concert Hall but the intended other works in the Concert Hall and taking the Hall off line for a period of time allows for the introduction of a fixed room induction loop.



Existing lighting rig within Concert Hall

Snape Maltings Concert Hall

CH1 Re-roofing East, South and West elevations along with flat roof and Bluffs refurbishment

The North slope of the Concert Hall was re-roofed in 2016. The upper section of flat roof and the remaining three slopes need replacement and the introduction of insulation, new felt with counter batten, battens and then re-slating – which will reduce summer temperature gains and reduce the heating demand of the Concert Hall. The existing slates contain asbestos and will require specialist disposal. The proposed roof build up is the same as was permitted on the North slope, but it is also intended (subject to planning and listed building consent) to integrate solar photovoltaic panels on the south slope, which is less visible in distant landscape views due to the helpful visual buffering provided by other nearby buildings and mature trees to the south east of the site.

Structural consideration will need to be undertaken relating to additional roof loading (new roof make up), PV panel integration, as well as a demand for increased live loading from internal modern technical equipment (lighting) anticipated to be installed. This may result in the need for upgrading / adaptation to the existing roof structure or additional support introduced. Any works to be mindful of the listed status of the Concert Hall.

More information on the scale and output of the proposed PV installation is described under the Heating and Renewables section of this document.



Aerial view from the south east showing south facing roofs proposed for the location of solar photovoltaic panels



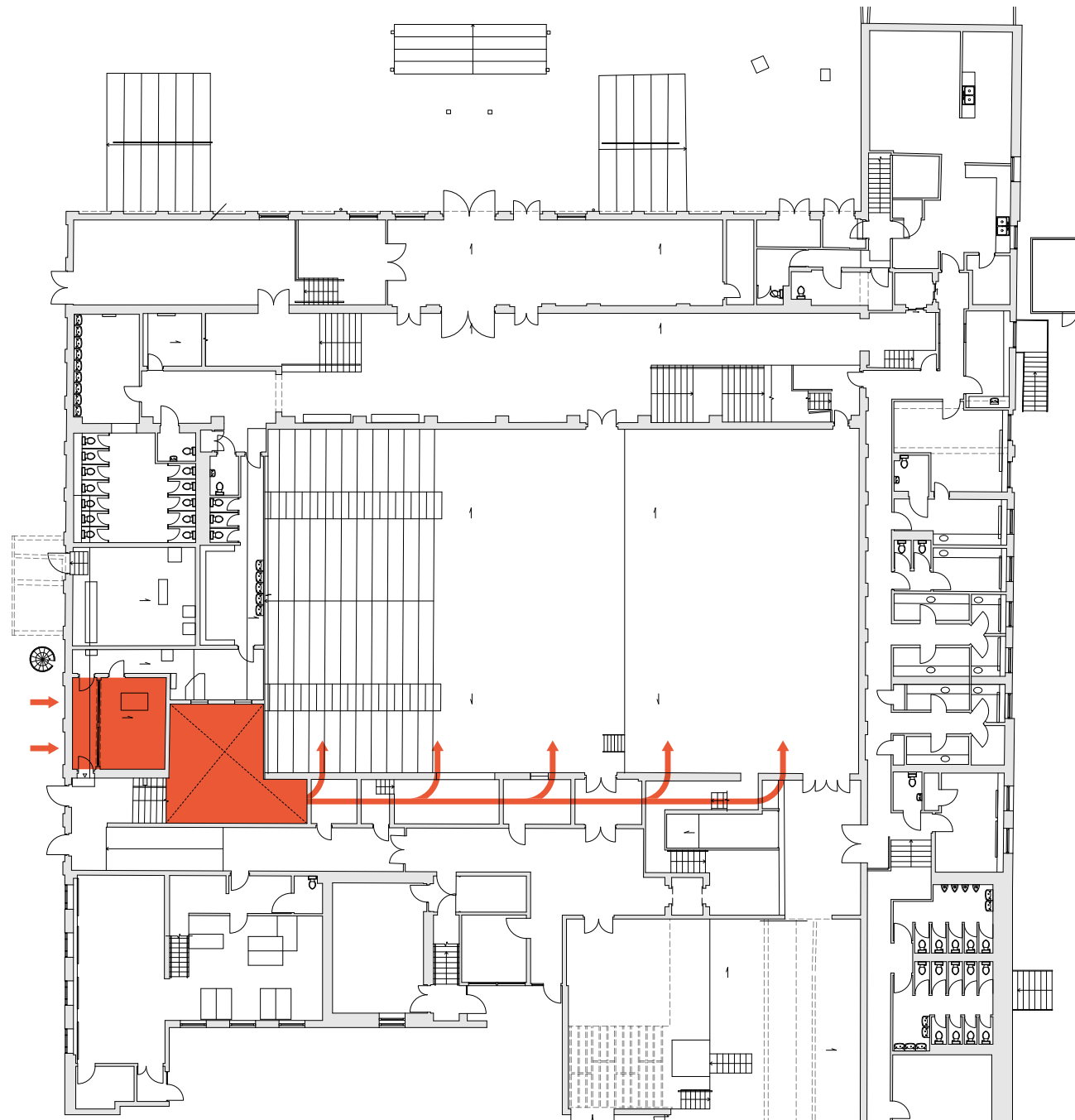
East, South, West roofs and upper flat roof require re-roofing and insulation

Snape Maltings Concert Hall

CH2 Ventilation improvements including the replacement of the existing fan

The current heating is delivered via an oil boiler and then hot air is blown into the Concert Hall through a plenum and slots on the south wall. There is no cooling. The fan requires replacement and this is to be carried out in conjunction with the integration of the Concert Hall, Britten Pears and Hoffmann Building heating circulation system into the existing biomass heating set up (described in a separate section).

If better means of distributing heat within the Concert Hall can be achieved without excessive disruption or cost, this is to be considered.



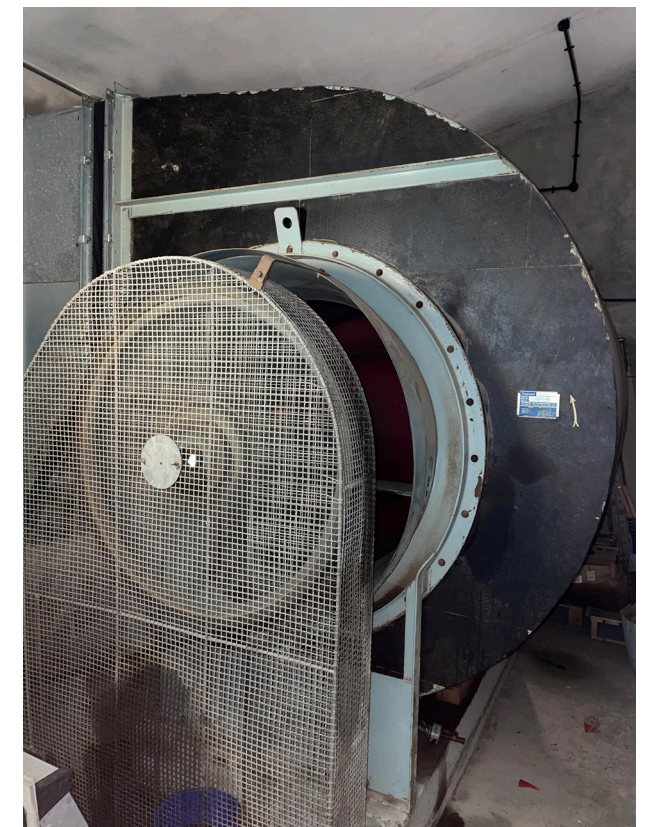
Existing ground floor plan identifying location of current fan



Slots within south wall of Concert Hall, through which air is blown into the Concert Hall



External view of boiler room showing air inlet through brickwork



Internal view of boiler room showing fan

Snape Maltings Concert Hall

CH2 New accessible lift FoH / Additional Signage

The installation of a new platform lift at the SE corner of the Discovery Centre would connect the Foyer level of the Concert Hall with the upper tier of the Concert Hall, allowing an additional step-free route into the Concert Hall, avoiding external ramps.

Reconfiguration of the Foyer level Ladies WCs would be needed, but these are also in need of refurbishment. The doors of the Discovery Centre would be modified to lighter more manageable automated doors, as the current doors are heavy and the automated mechanisms wear out regularly.

The upper level landing would be reduced by the insertion of the lift but there is thought to be adequate overrun height for a platform lift and sufficient space for a wheelchair refuge to be incorporated on the modified landing. This needs to be verified by specialists. At present wheelchair users can only be accommodated in the lowest level of the Concert Hall auditorium; this new lift, together with the removal of some seats in the upper level of the Concert Hall, will increase the opportunities for disabled visitors to experience the full drama of the Concert Hall.

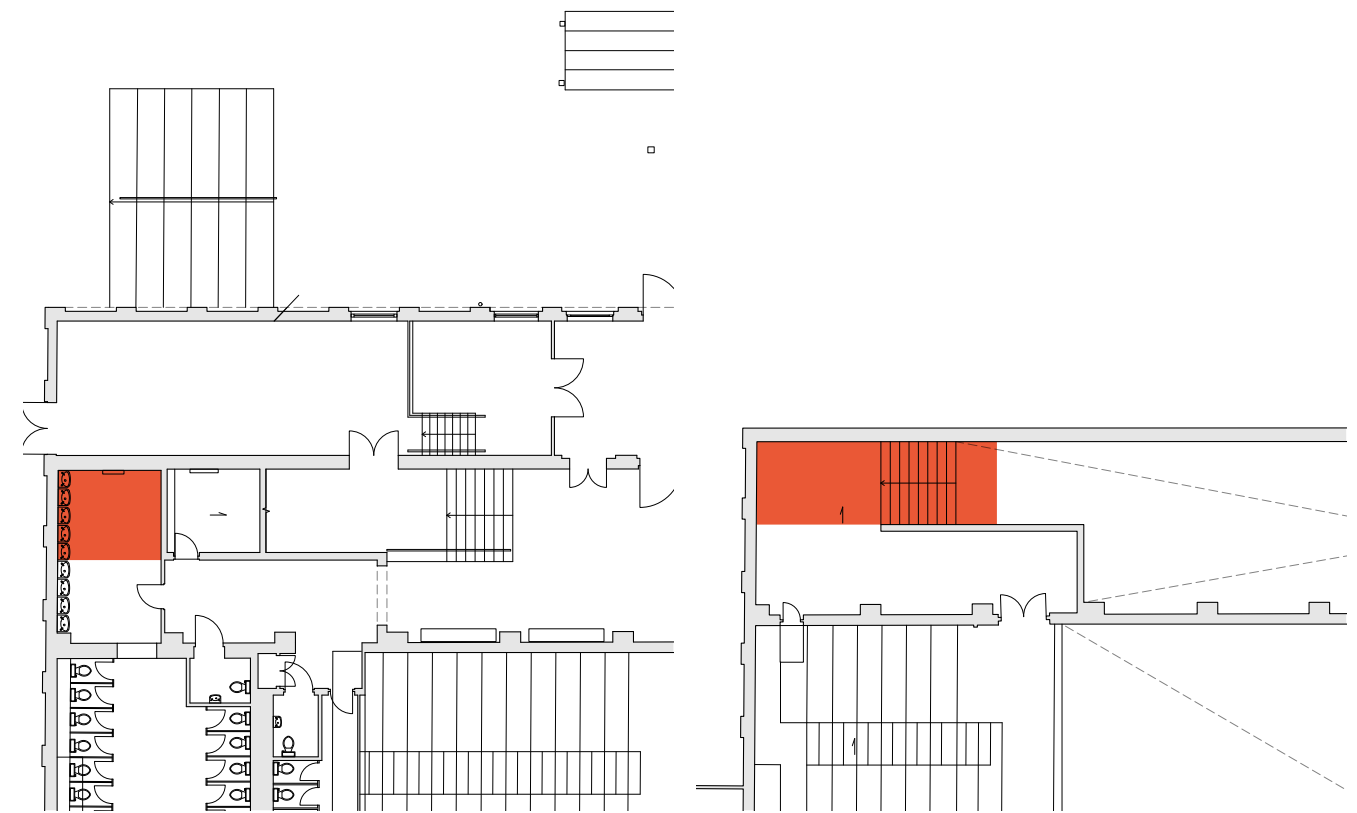
The works in these areas also provide an opportunity to review signage strategies.

CH2 Refurbishment of 2nr existing lifts.

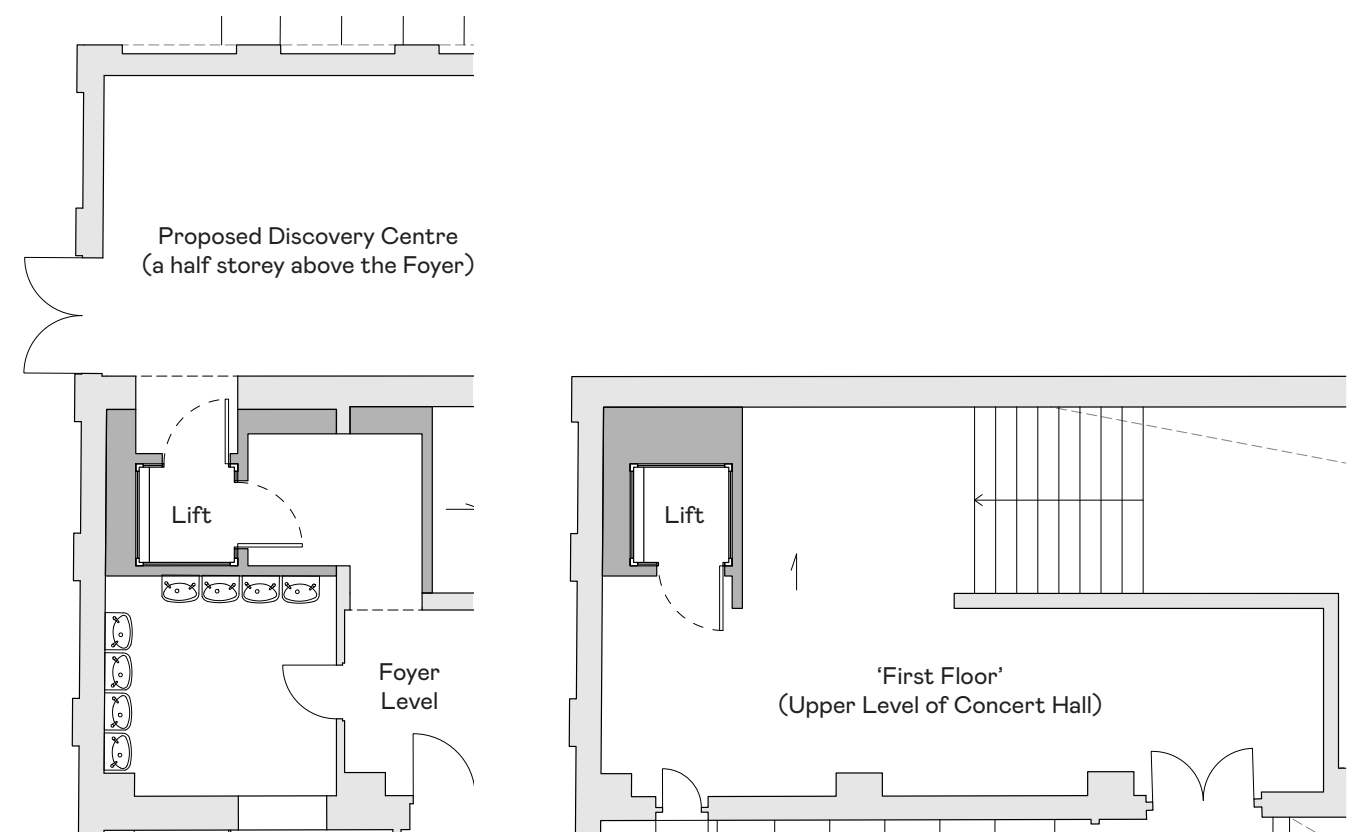
Two other lifts require major refurbishment, these now having served 25 years 1) On the south side of the Concert Hall and 2) Linking the River View Café, Foyer and backstage areas.



Location of 2no. existing lifts requiring refurbishment highlighted at ground floor (left) first floor (middle) and second floor level (right)



Identified location of new lift to SW corner of the Discovery Centre highlighted on existing plans at ground floor (left) and first floor level (right). Note the existing stairs will be rebuilt as indicated below



Indicative proposal for new lift to SW corner of Discovery Centre at ground floor (left) and first floor level (right)

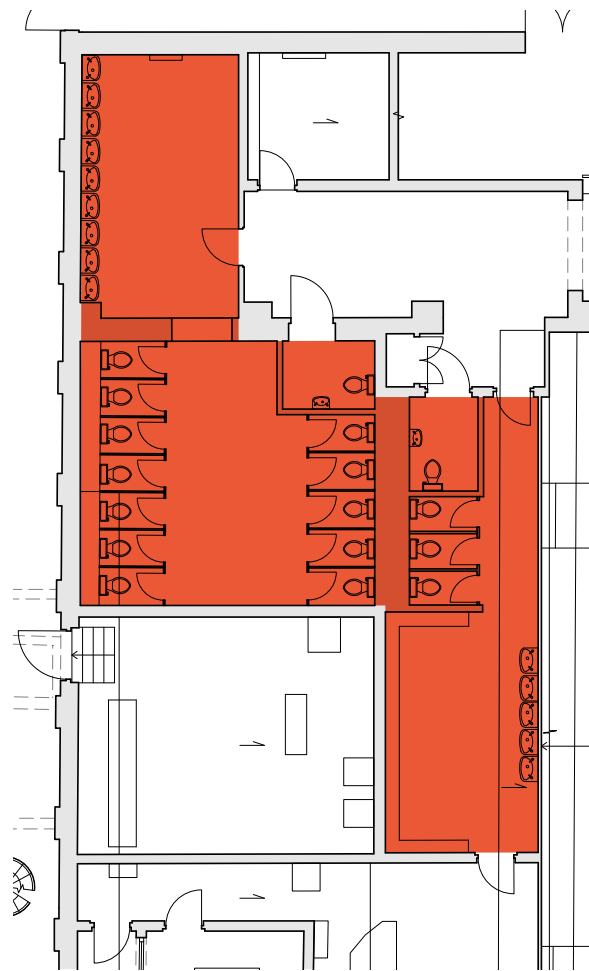
Snape Maltings Concert Hall

CH2 Refurbishment and reconfiguration of WCs to include changing spaces and enhanced provision

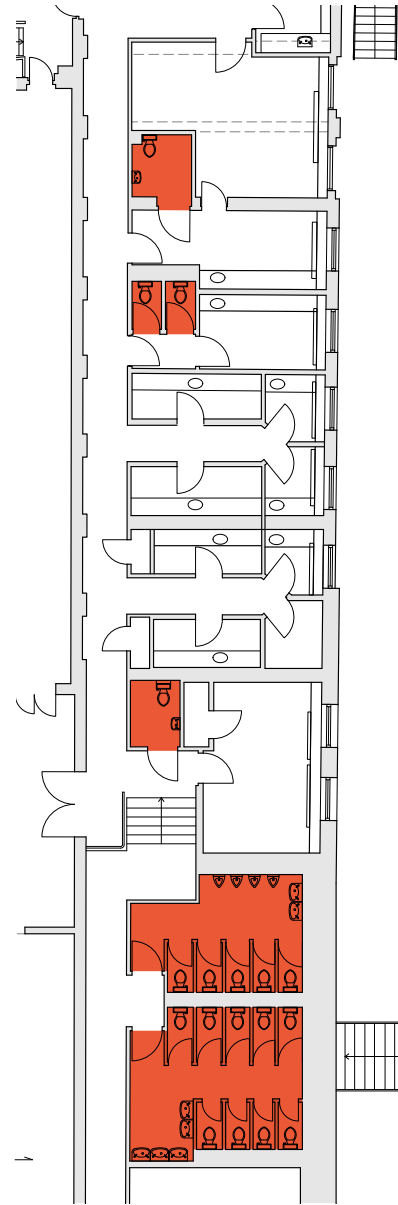
The current Concert Hall WCs require updating with water saving appliances and to provide better and more inclusive facilities.

At present there are 5no. accessible WCs. It is hoped that at least one WC could be adapted to allow for “changing places” provision, with hoist and sufficient space for carers.

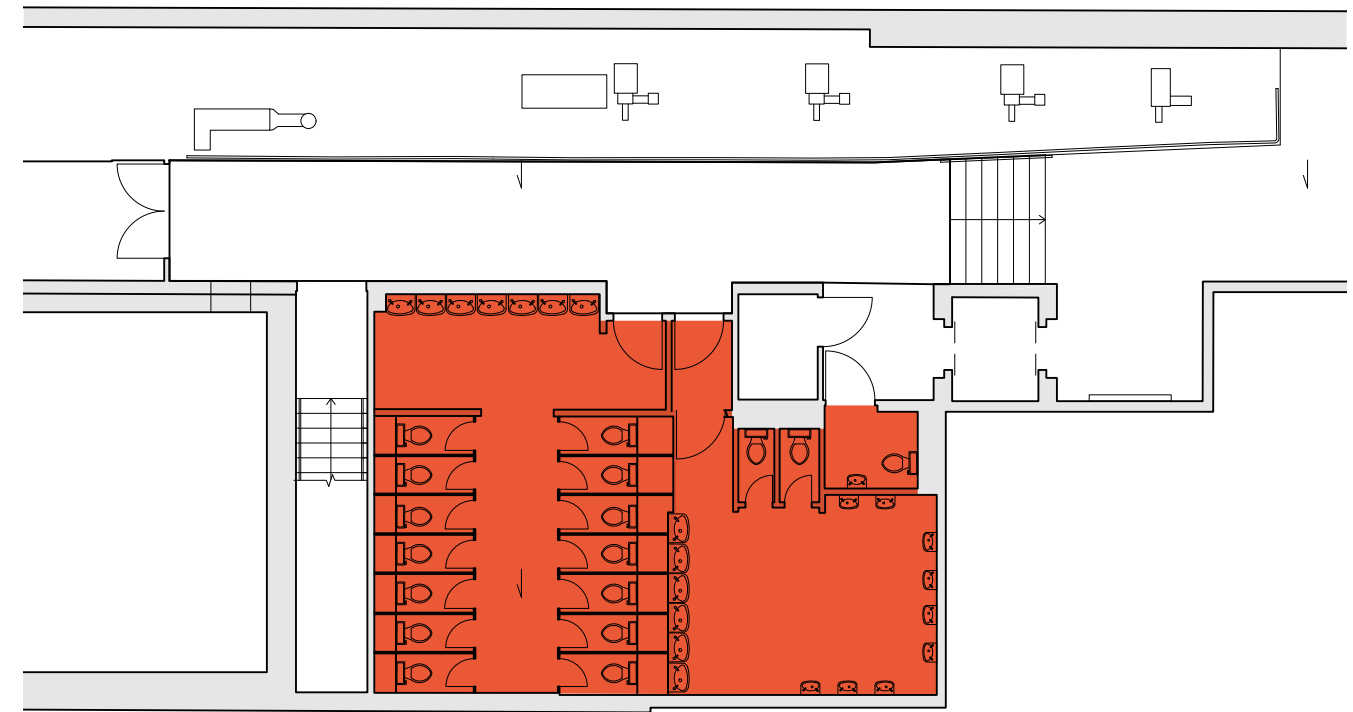
The refurbishment works need to be considered and planned in a conjunction with other anticipated works in the Concert Hall such as the Fabric repair / Brick replacement and proposed new lift installation.



Location of existing Concert Hall WCs on the Ground Floor (NTS here)



Location of existing Artists WCs on the Ground Floor (NTS here)



Location of existing Concert Hall WCs on the First Floor (NTS here)

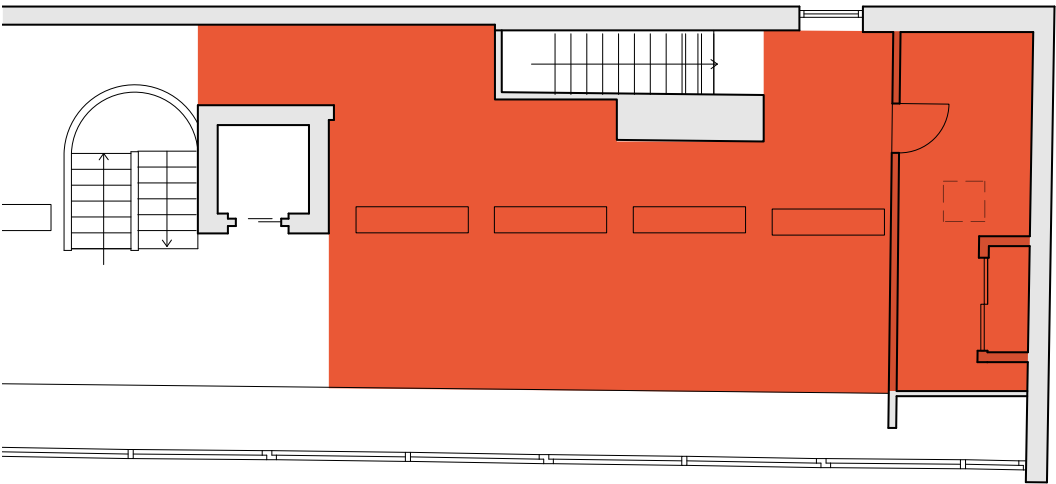


Photograph showing typical WCs as at present

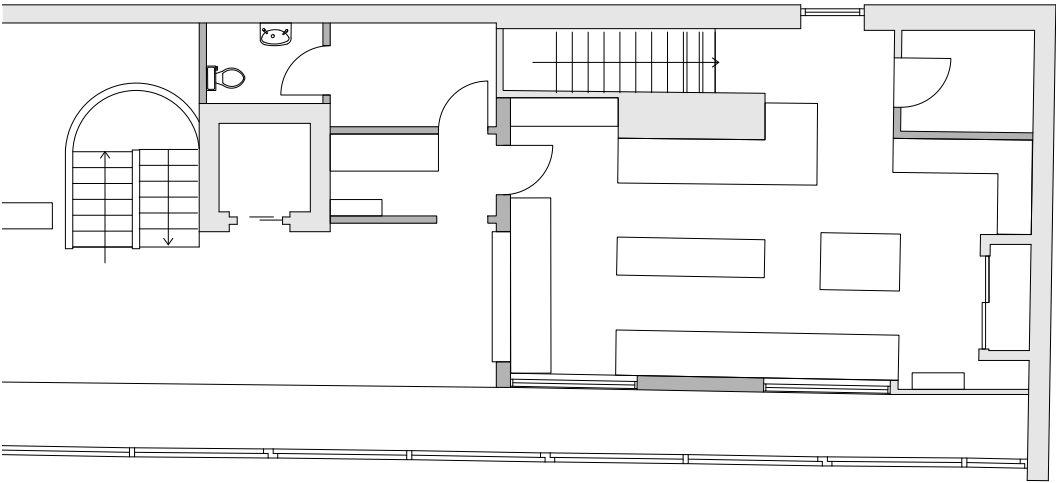
Snape Maltings Concert Hall

CH2 A new second floor finishing kitchen in the Riverview Restaurant

The events room above the Concert Hall café is currently served by an ad hoc servery and small finishing kitchen. There is a reasonable amount of space available and a chimney which is thought capable of providing an extraction route alongside the existing kitchen extraction which uses this chimney.



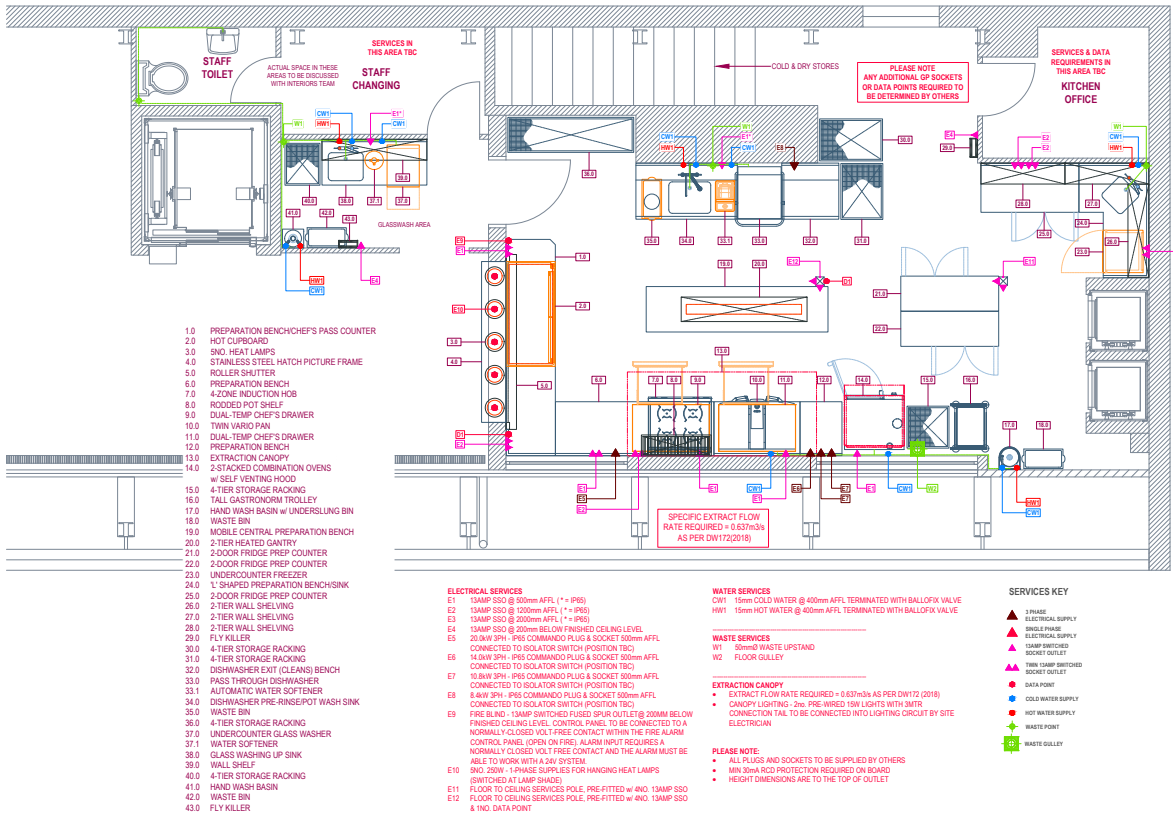
Excerpt of existing plan indicating location of proposed finishing kitchen (NTS here)



Indicative proposal for new second floor finishing kitchen (NTS here)



View of proposed finishing kitchen as existing



Kitchen Designer Proposal Plan (NTS here)

Snape Maltings Concert Hall

CH2 Fabric repairs / Brickwork replacement

The brackish water in the estuary has resulted in more salt movement in bricks and the deterioration of low level brickwork. Cementitious mortar in repointing and modern plasters have exacerbated decay. Repointing and brick replacement is needed and some replastering.

It is not intended to attempt to tank or fully waterproof the building but to carry out pragmatic repairs.

A survey of the areas affected will need to be undertaken to include but not limited to the Ground Floor WCs, Foyer, BoH areas (Under-stage / Fan Store / Dressing room corridor area). A previous schedule of conditions produced by Hutton + Rostron can also be used to determine the areas in need of repair and replacement and the appropriate surface treatment.



Locations identified to the under-stage basement (left), Ladies WCs and Lobby at ground floor level (right) requiring repointing, brickwork replacement, and/or replastering



Ground Floor Ladies WCs



Ground Floor Ladies WCs



Under-stage



Foyer



Fan Room Store



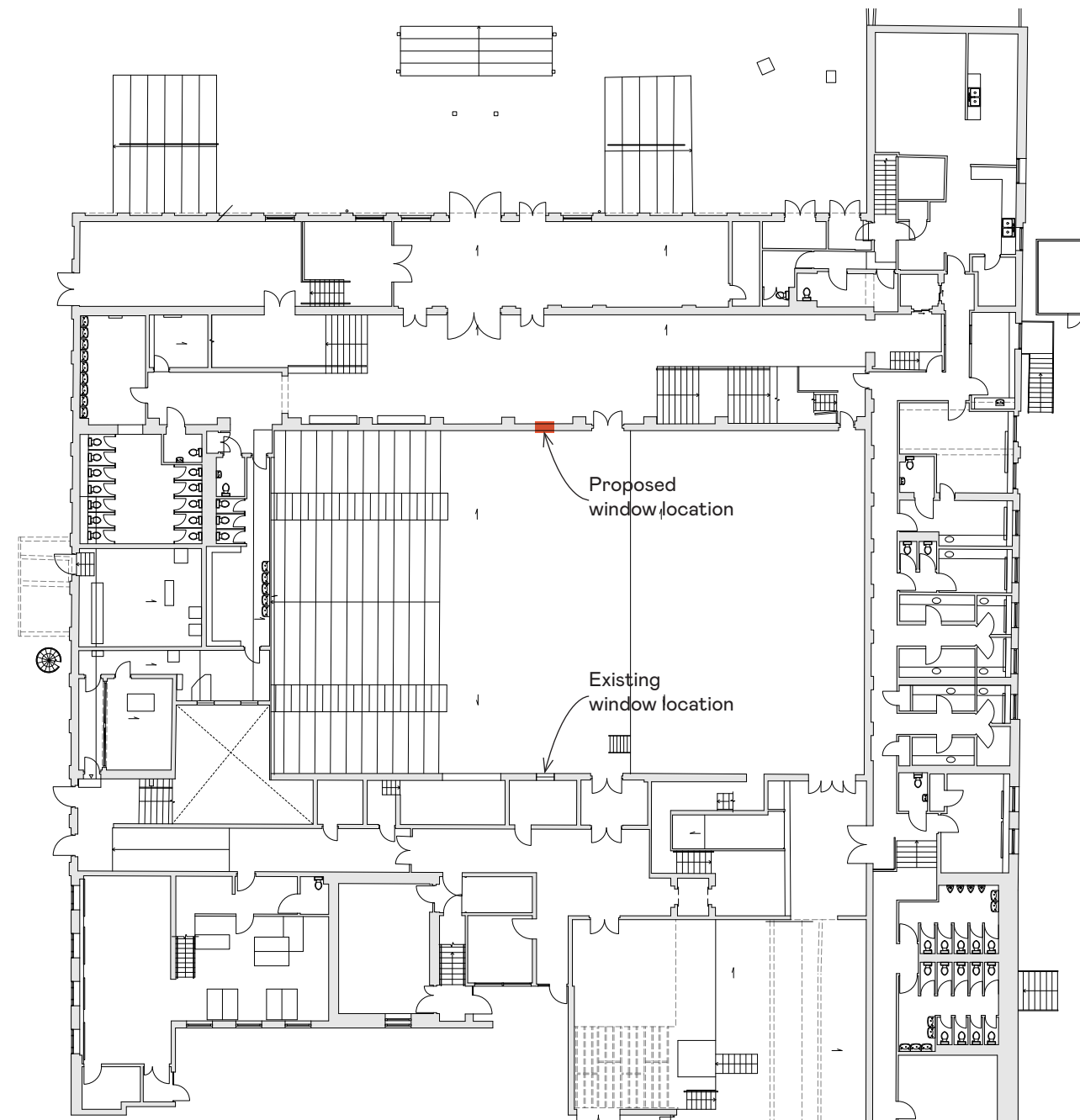
Dressing Room Corridor

Photographs showing salt damage to brickwork and plaster

Snape Maltings Concert Hall

CH2 New viewing window from Foyer

A new viewing window is proposed adjacent the door from the Foyer to the Concert Hall. This will allow visitors the opportunity to view rehearsals in progress. A timber shutter on the Concert Hall side will allow the window to be closed from view as needed.



Existing ground floor plan indicating location of proposed new viewing window from Foyer



Existing opening within the Concert Hall on the south side - potential reference for new Foyer window



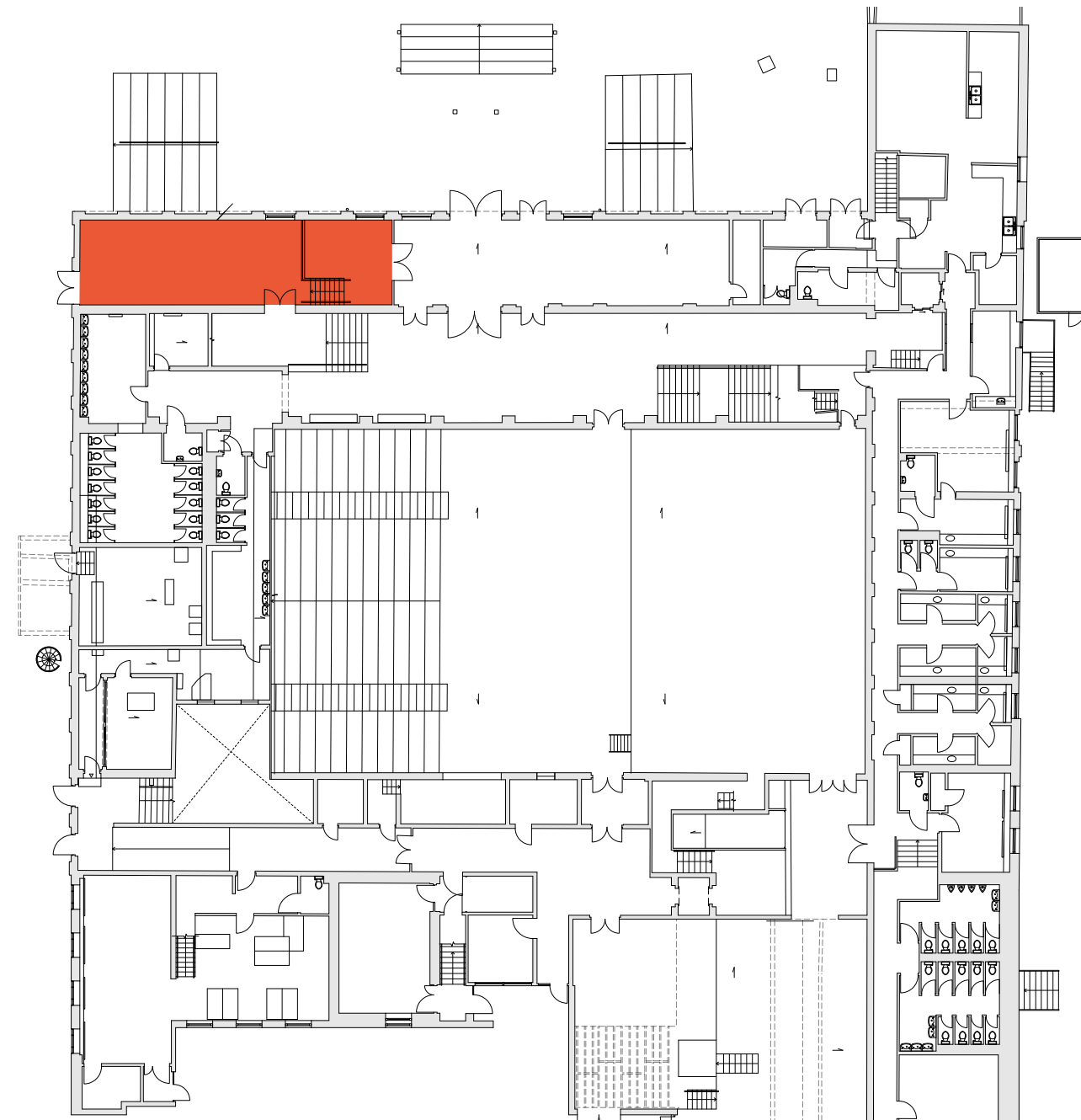
Location of proposed new viewing window and timber shutter

Snape Maltings Concert Hall

CH2 A new Discovery Centre

The unit included for the Discovery Centre is currently vacant. It needs to be revitalised with new content and digital equipment to enable improved engagement with visitors to Snape Maltings, especially young and disadvantaged groups.

Britten Pears Arts has a rich story to tell, and exhibition designs will help to share it, and to signpost visitors to The Red House in Aldeburgh.



Existing ground floor plan indicating location of Discovery Centre



Doors to the Discovery Centre proposed for modification. Note that the new lift mentioned previously would be accessed through the wall where the radiator sits



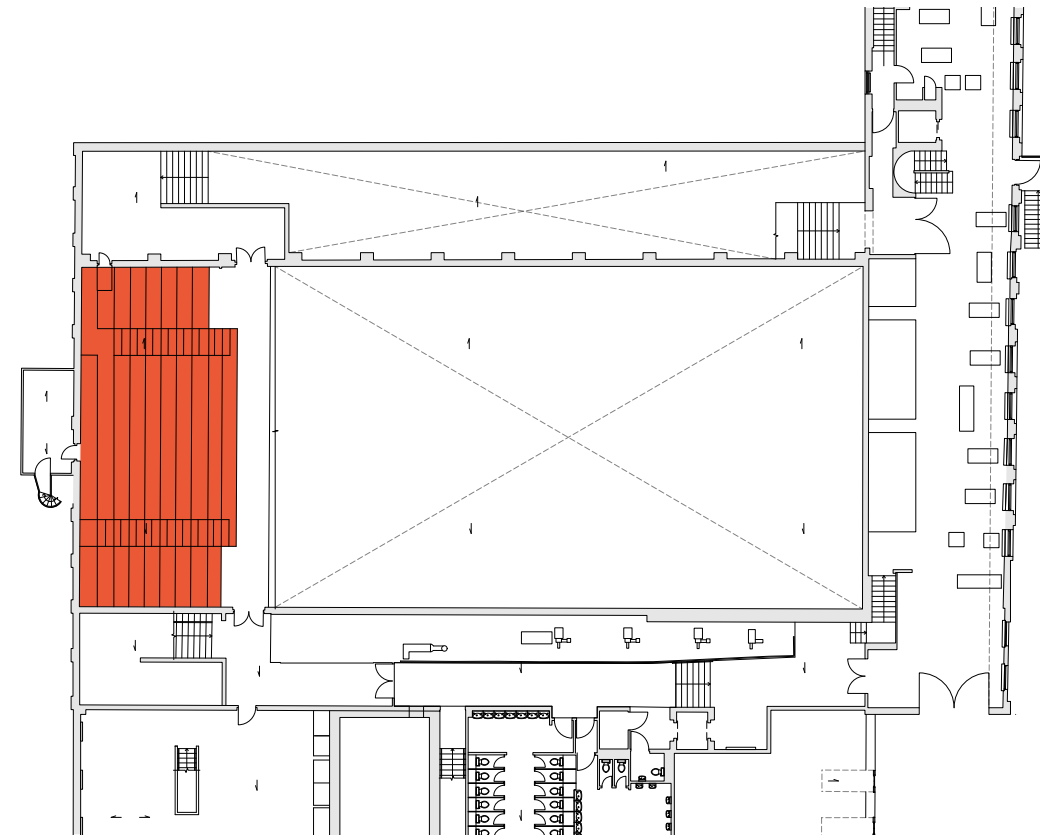
Unit is currently used for pop-up installations

Snape Maltings Concert Hall

CH3 New seating and handrails – improving comfort, safety and accessibility

The Concert Hall seating (830nr) is formed of rows of removable seats, with hinged bases. The seats and frames are ash with cane seats and backs. They look simple and elegant, and the colour and traditional materials visually relate comfortably to the pine boards of the ceiling, the beech flooring and the brick walls. However, many visitors find the seats uncomfortable. The chairs also regularly break and need repair, especially as the cane is not hardwearing. At present three or four seats break during every concert.

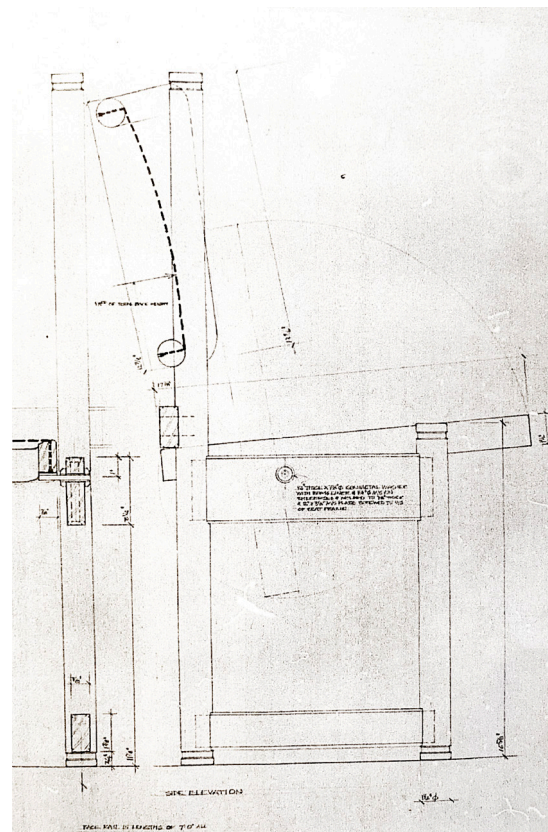
New seating is needed of a more robust construction but without losing the simple elegance of the existing seats. The new seats would still be hinged to allow access in rows and would be installed so as to allow occasional removal. When all seats are occupied in the Concert Hall the space has a 2 second reverberation time (longer when empty) but there is no desire for the new seating to alter the acoustic qualities of the space. Baffles are proposed (described separately) to provide greater acoustic flexibility.



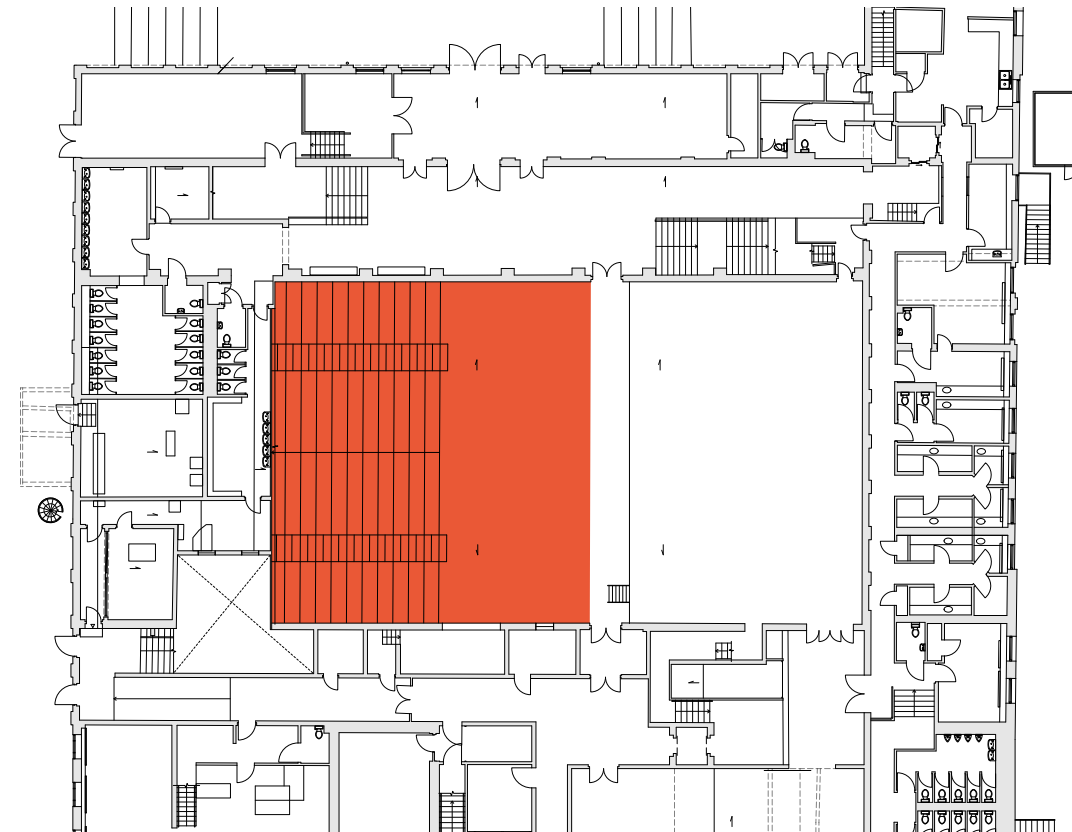
Location of current seating at first floor level of the Concert Hall



Concert Hall seating



Concert Hall seating - original proposal



Location of current seating at ground floor level of the Concert Hall and rising up to the first floor level access landing

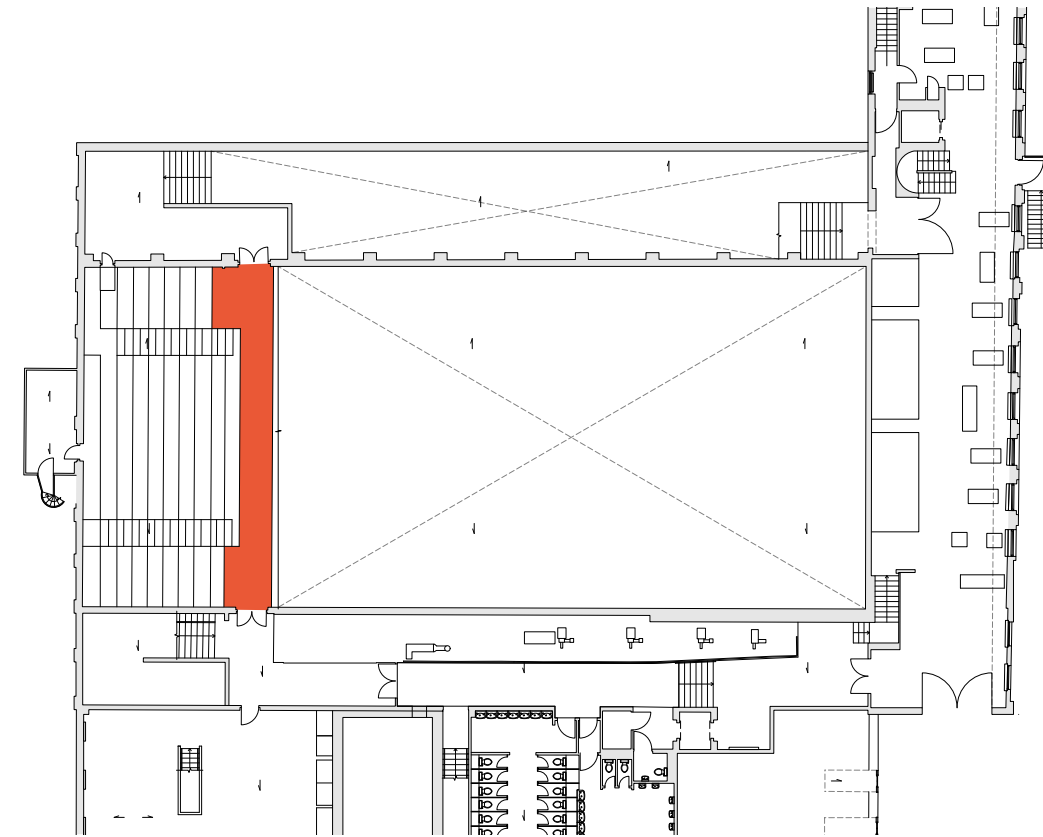
Snape Maltings Concert Hall

CH3 New Upper level audience area for wheelchair users – increasing the quality of inclusive access

Removal of one row of seats and the first step up from the upper level of the Concert Hall auditorium will allow an additional area accessible to wheelchair users, from where a more dramatic interior experience of the Concert Hall can be enjoyed than at the lower floor level.

Improved refuge spaces will need to be provided adjacent the new lift at the NW corner of the Concert Hall and on the southern corridor – and an enhanced operating plan will be brought in to cope with the additional complexities of safe wheelchair evacuation from this upper level in the event of a fire.

The tiered seating is formed on a stepped concrete base which will constrain options on how to increase the level access area at the upper level, so investigative work is needed here. However, it is possible that reconfiguration of steps and seats could be coordinated with improved distribution of heat or cooling from below seats rather than sole reliance on the wall slots on the south wall.



Plan showing the level access area at the upper level of the Concert Hall, which it is hoped to widen to allow an additional accessible seating area



View of access area at the upper level of the Concert Hall

Britten Pears Building

BP1

No significant works have been undertaken in the Britten Pears Building since it was converted in 1979 other than improvemnet works to create the Trask Artists’ Cafe designed by Haworths Tompkins and carried out in 2010. Works intended now include:

Complete strip out and full internal refurbishment including remodeling and new MEPH services including toilets (excluding stairs, Trask Café / kitchen and Recital Room flooring).

Sprinkler tank relocation, 6 new window openings, wall removal and formation of new lift tower, 4 floor lift and associated ground / roof works.

Transform Peter Pears Recital room into flexible studio. Bleacher seating replacement. Remove old technical room to create accessible seating. New lighting system, sound and video infrastructure including permanent lighting and AV control position.

Installation of a backstage Technical AV infrastructure throughout the building.

General Access improvements - new entrance ramp and passenger and equipment lift to all floors.

Conversion of first floor practice rooms into 6 larger multifunction studios / break out spaces. Works include review of the load bearing elements before opening the space up.

New convening facilities, incl awning above the terrace, and an accessible top floor multi-purpose activity space (currently the Cranbook Room).

External landscaping alterations including steps, ramps and covered kitchen terrace area.



New Accommodation

AC1 'Snape Rooms'

New overnight accommodation for visitors and performers is proposed in first floor rooms in Buildings 19 and 20. These are both part of the listed building known as 'Snape Maltings'. This scheme will require change of use (currently gallery and office space).

The new accommodation could be accessed via the stairs serving the existing Pond Gallery. The space then available will include the Pond Gallery, the first floor of the current Antiques Centre and a large first floor office in Building 19. Existing fire escapes can be supplemented with a new external stair providing access to the street.

The building will achieve 9+ bedrooms with en-suite facilities, a common room and a ground floor reception. Without communal rooms and with a reduction in storage 12 bedrooms could be achieved. The street level changes will be modest, maintaining the active frontage which is important in enlivening this part of the site and encouraging visitors to move from north-south. Two of the existing first floor loading doors could be given balconies.

Thermal insulation needs to be incorporated in Building 20 and improvements in airtightness and insulation in Buildings 19 and 20. Complete rewiring and replumbing of the building is also needed, including brick replacement where damaged by salt movement, and improvements to the ground floor waterproofing.



Location for 'Snape Rooms' - aerial view from the North East



First Floor Plan of Buildings 19 & 20 showing schematic layout for bedrooms, common room and access



View of the frontage of Building 20 which faces 'the street', with proposed entrance to accommodation highlighted

New Accommodation

AC2 Snape Bridge House

Snape Bridge House is a Grade 2 listed thatched property, 6 bedrooms (sleeps 10), built in the mid-1850's by Newson Garrett who built Snape Maltings. It is let as part of the music programme and commercially. External access needs reviewing (currently only via a set of steps) along with lighting to make it more safely accessible. Internally in need of a light touch cosmetic refurbishment with the opportunity to try and establish an ambulant accessible bathroom. Further consideration to be made for inclusion of low energy fittings, secondary glazing and improved draft sealing all as part of the refurbishment.



New Accommodation

AC3 Elizabeth Court

Elizabeth Court is a former senior living facility primarily now used as artists / musician accommodation. Each of the 16 bedrooms is self-contained but a number of the bathroom and kitchen fittings are in need of modernisation as is the décor. The one ambulant bathroom needs to be upgraded. A chair lift is proposed as part of a general cosmetic refurbishment (to include fixtures and fittings). Externally thought needs to be given to how to reflect its ongoing artistic use.



New Accommodation

AC4 Red Studio / Cosy Nook / Home Reach

All 3 properties sit in the grounds of the Red House, the home of composer Benjamin Britten and his partner, tenor Peter Britten. The properties are used as artist retreats with a proposal to now also make them commercially available for holiday accommodation.

Red Studio bungalow was commissioned for the artist Mary Potter who was a friend of Britten and Pears. The 2-bedroom property (sleeps 4) was built with a creative music studio space attached at the entrance. The intention is to remodel the entrance area to facilitate separate use of the property from the studio. The bathroom facilities need modernising and the décor updating.

Cosy Nook was the home of Britten and Pears' long-term housekeeper Miss Hudson. The small house, designed by architect Peter Collymore now needs a new kitchen, general cosmetic refurbishment along with a review of external lighting and access.

Home Reach is a 1960's built, 3-bedroom two storey family home with an integral garage. Internally a light cosmetic refurbishment to include new improved extract fans, upgraded bathroom and ensuite. Externally the flat roofs to the side passage and garage are in need of replacement, a former single storey extension, now demolished, still has finishes to be removed, external paving and patio need addressing.



Heating and Renewables

HR1 Consolidation of Energy Centre's biomass boiler, reconfigure pipework to service music buildings (Concert Hall, Hoffmann Building and Britten Pears Building). Removal of redundant biomass boiler.

The Concert Hall is entirely heated by oil, and as part of Britten Pears Arts 'commitment to reduce its fossil fuel use, the existing biomass heat main is to be extended to serve the Concert Hall as well as the other buildings. Floh Consulting provided a Strategic review of engineering services and determined that the Gilles 550kW biomass boiler located in the energy centre supported by a 540kW and 330kW oil fired boiler has sufficient capacity to accommodate the potential increased demand. Some alterations will be needed in the biomass boiler room and the Concert Hall plant room (service yard) to achieve this. A new heat main will run parallel to the heat main serving the Hoffmann building and then continue into the Concert Hall plant room. The trench route will avoid any established planting or trees.

HR2 Improved flue arrangements to the existing biomass boiler

The existing biomass boiler has been operating for approximately 15 years and serves the House & Garden Shop and residential properties created at the same time in buildings 12 and 3. Some refurbishment of the boiler is needed and the chimney height needs to be increased as at present some of the flue discharge blows towards the residential properties in Building 12.

HR3 The Red House – New gas fired modular boilers

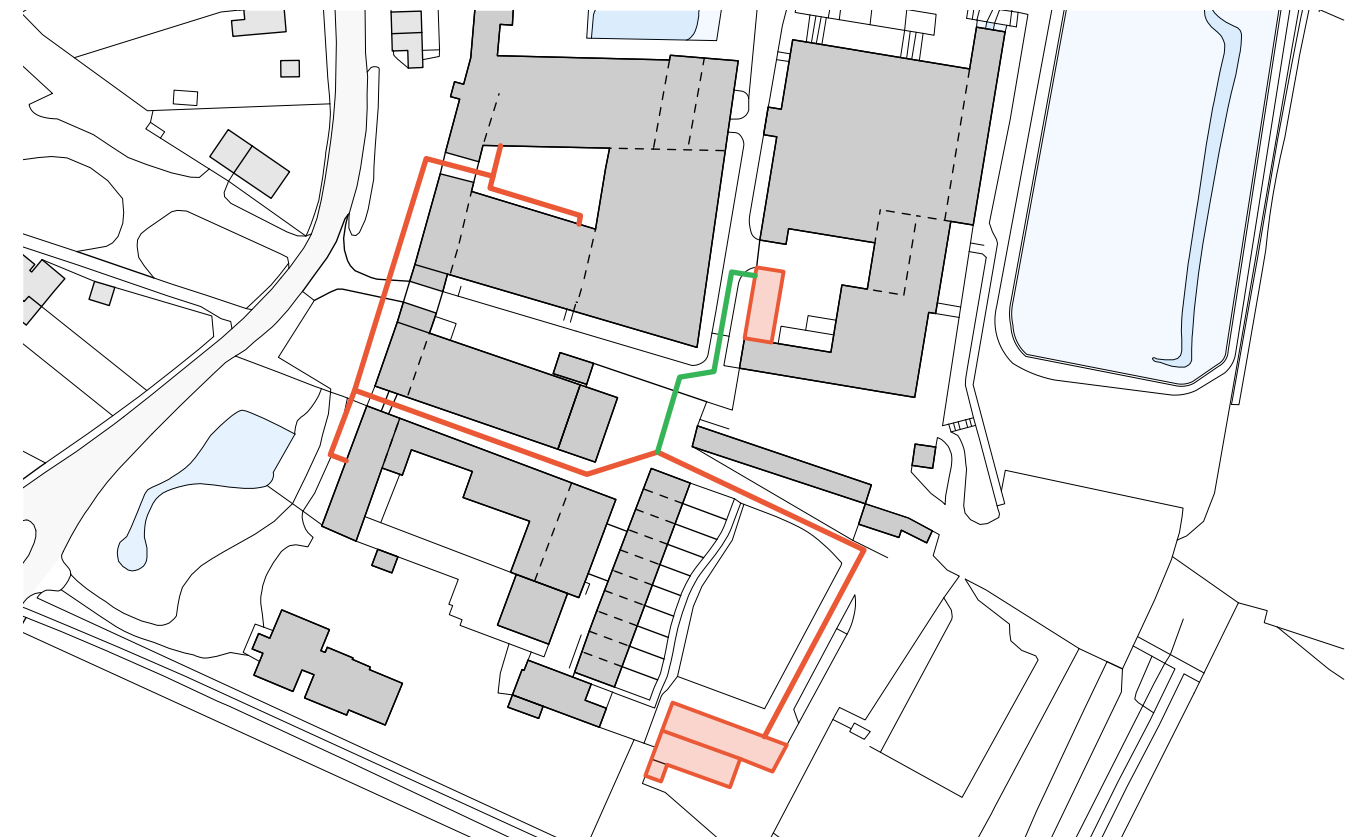
The existing Ideal Concord CX gas boiler is now at the point that replacement parts are difficult to obtain and servicing options are limited. Floh Consulting reviewed potential alternative non gas heating options but due to the heritage nature of the building determined that replacement with a hydrogen ready gas boiler utilising existing flue arrangement was the most suitable option. The replacement would require localised rearrangement of pipework as necessary and upgrading / replacement of pumpsets as required to complete the scheme.

HR3 Site wide Building Management System

Trend system at Snape maltings is 15 years old and is no longer supported by the manufacturer. New site wide connections to an updated Building Management System will facilitate improved control, automation and monitoring across the sites.



The existing biomass boiler house and flue - with proposed flue extension highlighted



Site Plan showing the existing biomass trench route (orange) and the proposed extension to the Concert Hall boiler room (green)

Heating and Renewables

HR2 New Photovoltaic panels on south facing roof slopes.

Opportunities for photovoltaic solar panels have been identified on four south-facing roofs: these are the Concert Hall (already described above), The Hoffmann Building, The Britten Pears Building, The Silo Building and possibly the Stable Block (not shown). The overall size of the installations is discussed in a sitewide energy strategy report prepared by Floh Consulting.

Photographs attached show the locations. There would be limited visibility of the Concert Hall roof from outside the site, as illustrated in the adjacent photographs. The other three roofs are comfortably within the building group.

The site's substation is within Building 10 and the new installations would supply the individual buildings where they are proposed, all of which have significant all-year electricity needs.

It should be noted that the Silo Building has a corrugated asbestos roof, which will need to be considered in relation to this PV installation.



Aerial view from south west showing potential roofs for PV panels



Photograph showing view of Britten Pears Building and Concert Hall illustrating potential new PV locations

Flood risk reduction and associated landscaping

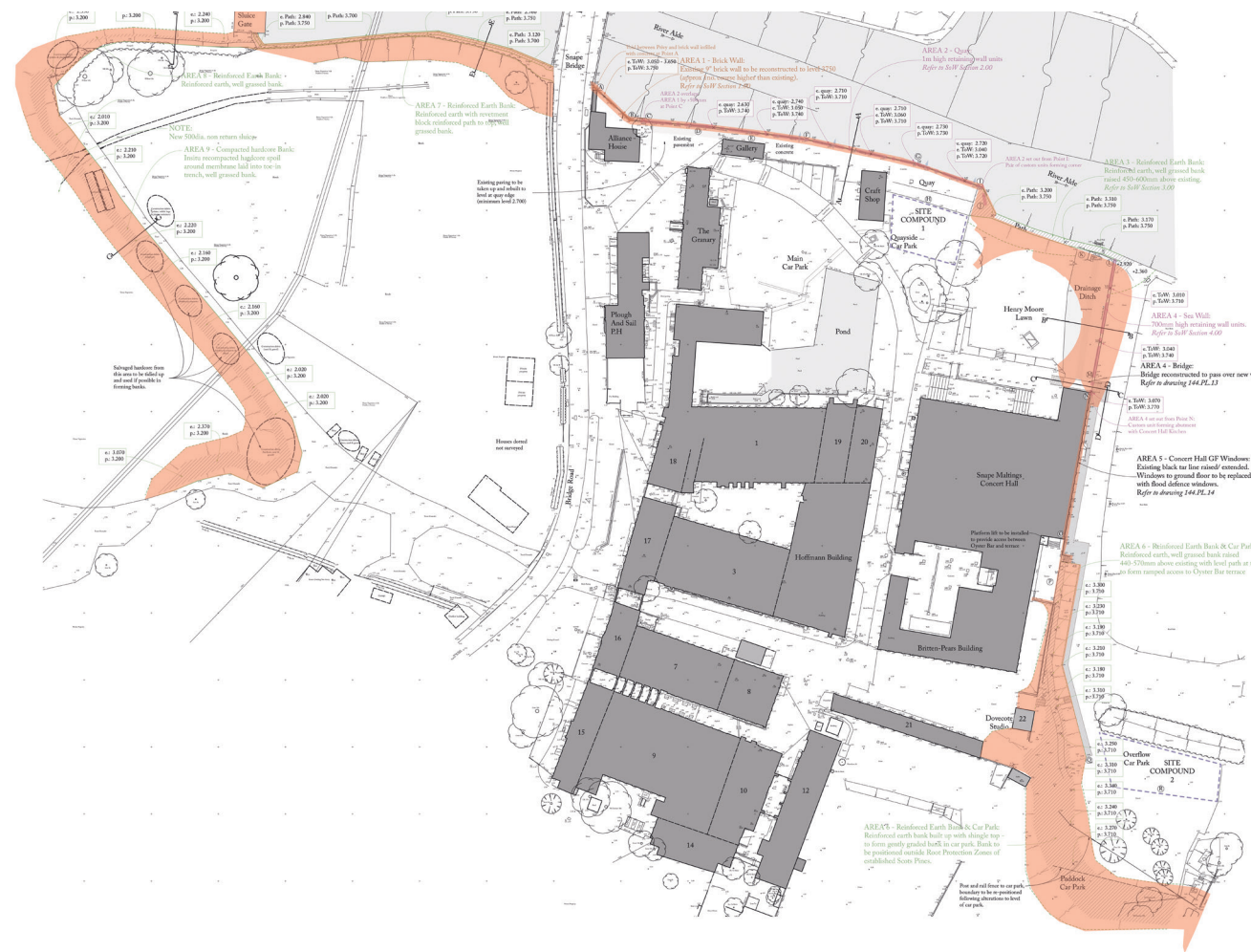
FLD1 Flood risk reduction and associated landscaping

Planning Permission has been received for Flood Defence work which will raise current barriers against a tidal surge or flood – with an increase of approximately 700mm required over the current defences. The increase will be in part achieved through increased walls and earthworks, and in part through the use of demountable panels which would be erected at times of high risk.

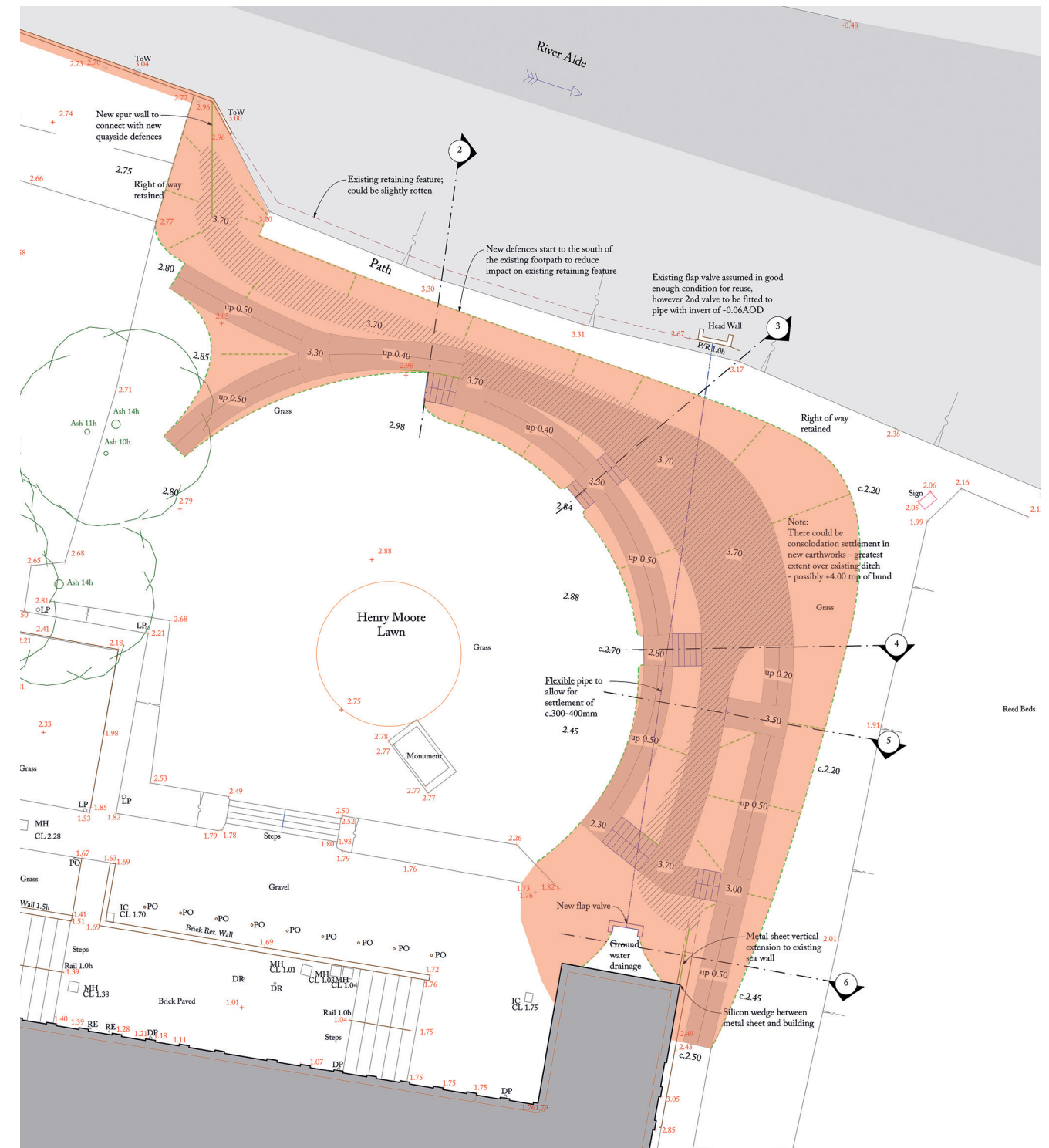
The boundaries most susceptible to flooding are along the river and quay, extending along the eastern side of the building group past the Dovecote Studio and connecting with the paddock car park. Final proposals are being developed with the Internal Drainage Board and Environment Agency; these are not expected to have any impact on the works described in this document but are illustrated here for information.

No new buildings or increased areas of hard standing are proposed in these works, and so none of the proposals will increase on site flood-risk from rainwater.

Design input will be needed for changes to the Henry Moore Lawn which forms an integrated part of the flood defence work and for the detail of changes in landscaping along the eastern boundary of the site including into the paddock car park.



Site Plan showing the extent of flood defence proposals



Preliminary proposal for a new outdoor amphitheatre enclosing the Henry Moore Lawn, which is to be incorporated in the new flood defence scheme

Flood risk reduction and associated landscaping

FLD2 Car Park hedgerows / improvements.

Car park improvements are necessary to improve the setting out of parking spaces in the main courtyard area and organize the overflow car park to the rear (south east) of the site. Fencing and hedgerow introduction to improve screening, better land management and provide demarcation as well as improving wildlife habitats. The permeability of the site and the demarcation of access to each of the areas (commercial / retail / residential leisure) needs careful planning.

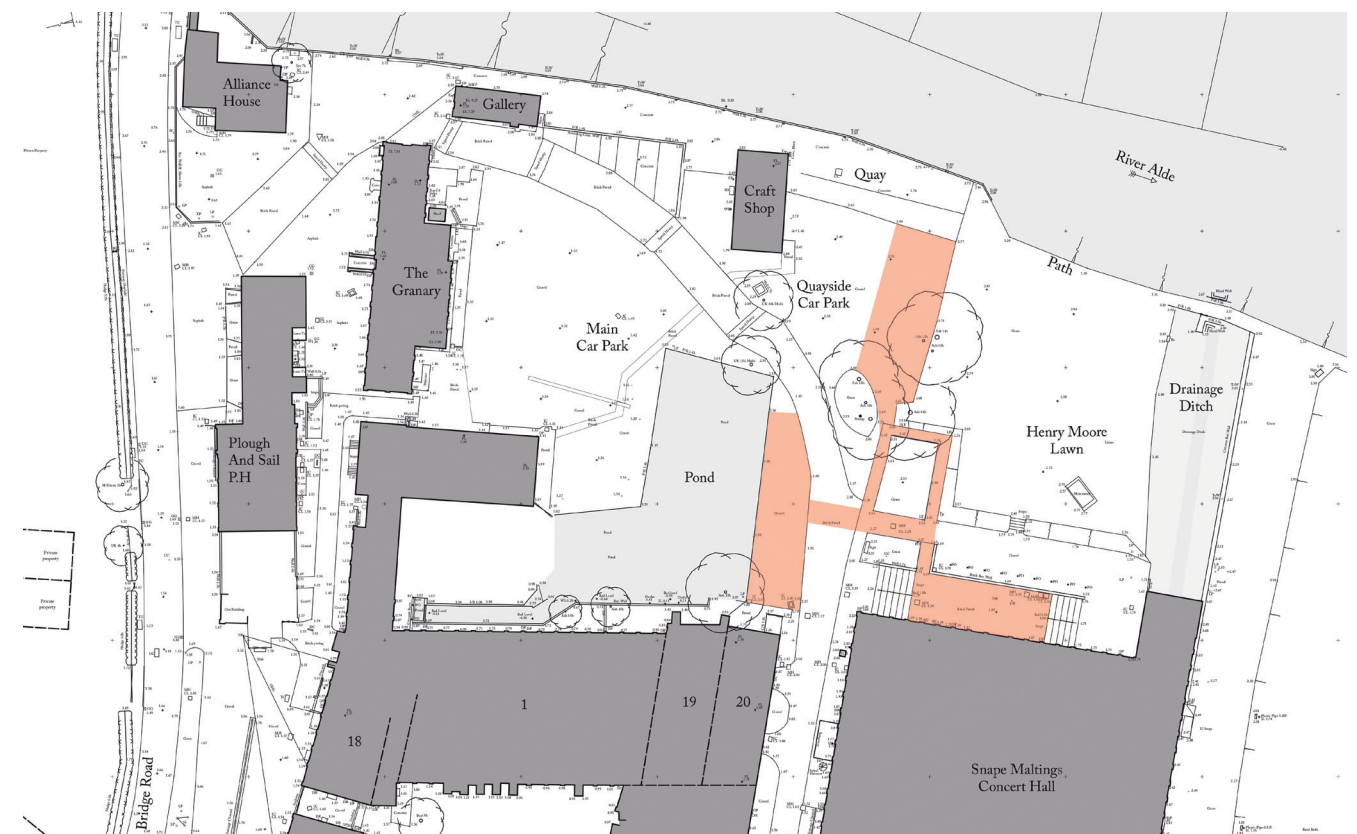
FLD 2 Access improvements to Concert Hall

There are two areas of accessible parking serving the Concert Hall; the surfacing in the areas of the parking and leading towards the Concert Hall has degraded and does not provide a good route for wheelchair users.

Some reconstruction of the parking areas is needed with gravel retention grid assumed in areas of shingle and bonded gravel on ramps – to allow a safe route between the accessible parking and the Concert Hall and Discovery Centre. This work is expected to include a safe crossing from parking zone adjacent to the pond as illustrated.



Aerial view from North East showing areas to have improved access for wheelchair users from the designated accessible parking spaces, which also need improvement



Plan showing improved accessible parking and approach to Concert Hall

Additional Needs

AD1 Red House Exhibition Link and exhibition upgrade

The Library and Rehearsal room was designed by Architect Peter Collymore and stands separate, save for a link corridor, to the Exhibition space. The proposal is to create a new glazed link, approx. 6m², to connect the Library and Extension to enhance the visitor experience.



Additional Needs

AD2 Silo Building Works and Demolition

The Silo Building at Snape Maltings has exposed reinforcement and spalling concrete on 3 facades. Hutton + Rostron have provided a condition report and a repair solution has been quoted. The intention is to undertake the repairs at the same time as creating a more aesthetic cladding or facing solution with the potential to incorporate some advertising or marketing opportunity.

Building 9 at Snape Maltings is a former kiln (part of the former Maltings buildings) now without its roof. Previous works have been undertaken to stabilise the walls. Sympathetic deconstruction of certain areas is now needed to ensure the ongoing safety of structure. The aim also is to find a way to make the remaining space safe and available for future visual arts programmes, storage and as a unique location for film and photographic shoots.



Appendix D: Form of Tender

To:

For the Attention of:

Dear Sir / Madam

I/We the undersigned, hereby Tender and offer to perform the Contract, details of which was set out in the ITT supplied to me/us for the purpose of Tendering for the Contract and agree to do so in accordance with the terms of the ITT.

I/We confirm that I/We will provide the Contract at the price provided in my/our Tender. I/We confirm that the price provided in my/our Tender will not be subject to any increase otherwise than as determined in accordance with the Contract.

I/We confirm that this Tender will remain valid and open for acceptance without variation for at least 120 days from the Closing Date for the receipt of Tenders (not including any statutory standstill period that may apply).

I/We confirm that we agree the Contract and undertake that in the event of our Tender being accepted to execute the Contract within weeks (Contractor to Insert) from the date on which I/we receive notification that our Tender is successful and in the interim provide the Works in accordance with the Contract (subject to such amendments).

I/We confirm that attached to this Tender are all of the following:

- Completed Selection Questionnaire
- Response to Quality Criteria
- Completed Anti-Collusion Certificate (Appendix E)
- Completed Anti-Canvassing Certificate (Appendix F)
- Completed Pricing Schedule (Appendix H)

I/We confirm that the information supplied to you and forming part of this Tender, including, for the avoidance of doubt, any information supplied to you as part of my/our initial expression of interest in Tendering, was true when made and remains true and accurate in all respects.

I/We understand that any false representations, including but not limited to, changes to forms, could result in this Tender being rejected or subsequent contract termination.

I/We confirm and undertake that if any information supplied becomes untrue or misleading that I/We will notify you immediately and will update such information as is required.

I/We confirm acceptance of the terms and conditions provided in Appendix B without amendment and agree to be bound by such Contract should BPA elect to accept my/our Tender.

Signed

For and on behalf of

Signed

For and on behalf of

Dated

Dated

Appendix E: Anti-Collusion Certificate

To:

For the Attention of:

Dear Sir / Madam

The essence of the procurement process for selective Tendering for the Contract is that BPA shall receive bona fide competitive Tenders from all Tenderers.

In recognition of this principle I/we hereby 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 or the price in accordance with any agreement or arrangement with any other person (except any sub-contractor identified in this offer).

I/We also certify that I/We have not done, and undertake that I/We will not do, at any time during the Tender process or in the event of my/our Tender being successful while the resulting Contract is in force, any of the following acts:

- 1) enter into any agreement or agreements with any other person that they shall refrain from Tendering to BPA or as to the amount of any offer submitted by them; or
- 2) inform any person, other than BPA, of the details of the Tender or the amount or the approximate amount of my/our offer except where the disclosure was in confidence and was essential to obtain insurance premium quotations required for the preparation of the Tender; or
- 3) cause or induce any person to enter into such an agreement as is mentioned in paragraph 1) and 2) above or to inform us of the amount or the approximate amount of any rival Tender for the Contract; or
- 4) commit any offence under the Public Bodies Corrupt Practices Act 1889, Bribery Act 2010 nor under Section 117 of the Local Government Act 1972; or
- 5) 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 causing or having caused to be done in relation to any other Tender or proposed Tender for the performance of the Project covered by the Tender any act or omission.

In this Certificate the word "person" includes any person, body or association, corporate or incorporate and "agreement" includes any arrangement whether formal or informal and whether legally binding or not.

I/We agree that BPA may, in its consideration of the offer, and in any subsequent actions, rely upon the statements made in this certificate.

Signed

Signed

For and on behalf of

For and on behalf of

Dated

Dated

Appendix F: Anti-Canvassing Certificate

To:

For the Attention of:

Date:

Dear Sir / Madam

I/we hereby certify that I/we have not canvassed any Director, employee, contractor or adviser of BPA in connection with this Tender and the proposed award of the Contract by BPA, and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act.

I/we further hereby undertake that I/we will not canvass any Director, employee, contractor or adviser of BPA in connection with this Tender and the proposed 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.

I/we agree that BPA may, in consideration of this bid, and in any subsequent actions, rely upon the statements made in this Certificate.

Signed		Signed	
For and on behalf of		For and on behalf of	
Dated		Dated	

Appendix G: Exclusion Grounds: Public Procurement

Mandatory Exclusion Grounds

Listed in Public Contract Regulations 2015 (as amended) R57(1), (2) and (3) and the Public Contract Directives 2014/24/EU Article 57(1).

Participation in a criminal organisation:

- Participation offence as defined by section 45 of the Serious Crime Act 2015
- 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.

Corruption:

- 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;
- The common law offence of bribery;
- 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.

Terrorist offences or offences linked to terrorist activities

Any offence:

- listed in section 41 of the Counter Terrorism Act 2008;
- listed in schedule 2 to that Act where the court has determined that there is a terrorist connection;
- under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by the previous two points.

Money laundering or terrorist financing

- Money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002

- 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.

Child labour and other forms of trafficking human beings

- An offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;
- An offence under section 59A of the Sexual Offences Act 2003
- An offence under section 71 of the Coroners and Justice Act 2009;
- 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
- An offence under section 1, 2 or section 4 of the Modern Slavery Act 2015.

Non-payment of tax and social security contributions

- Breach of obligations relating to the payment of taxes or social security contributions that has been established by a judicial or administrative decision.
- Where any tax returns submitted on or after 1 October 2012 have been found to be incorrect as a result of:
 - HMRC successfully challenging the potential supplier under the General Anti – Abuse Rule (GAAR) or the “Halifax” abuse principle; or
 - a tax authority in a jurisdiction in which the potential supplier is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or “Halifax” abuse principle;
 - a failure to notify, or failure of an avoidance scheme which the supplier is or was involved in, under the Disclosure of Tax Avoidance Scheme rules (DOTAS) or any equivalent or similar regime in a jurisdiction in which the supplier is established.

Other offences

- Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction outside England, Wales and Northern Ireland.
- Any other offence within the meaning of Article 57(1) of the Directive created after 26th February 2015 in England, Wales or Northern Ireland.

Discretionary Exclusions Grounds

Listed in Public Contract Regulations 2015 (as amended) R57(8) and the Public Contract Directives 2014/24/EU Article 57(4).

Obligations in the field of environment, social and labour law.

- Where an organisation has violated applicable obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Directive (see copy below) as amended from time to time; including, but not limited to, the following:-
- In the last 3 years, where the organisation or any of its Directors or Executive Officers has been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body).
- In the last three years, where the organisation has had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination.
- In the last three years where the organisation has been convicted of a breach of the Health and Safety legislation.
- In the last three years, where any finding of unlawful discrimination has been made against the organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or incomparable proceedings in any jurisdiction other than the UK).
- Where the organisation has been in breach of section 15 of the Immigration, Asylum, and Nationality Act 2006;
- Where the organisation has a conviction under section 21 of the Immigration, Asylum, and Nationality Act 2006;
- Where the organisation has been in breach of the National Minimum Wage Act 1998.

Bankruptcy, insolvency

- Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State.

Grave professional misconduct

- Guilty of grave professional misconduct

Distortion of competition

- Entered into agreements with other economic operators aimed at distorting competition.

Conflict of interest

- Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure

Been involved in the preparation of the procurement procedure.

- Advised the contracting authority or contracting entity or otherwise been involved in the preparation of the procurement procedure.

Prior performance issues

- Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.

Misrepresentation and undue influence

- The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award, or withheld such information or is not able to submit supporting documents required under regulation 59.

Breach of obligations relating to the payment of taxes or social security contributions.

- The contracting authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

Additional grounds

ANNEX X Extract from Public Procurement Directive 2014/24/EU

LIST OF INTERNATIONAL SOCIAL AND ENVIRONMENTAL CONVENTIONS REFERRED TO IN ARTICLE 18(2) –

- ILO Convention 87 on Freedom of Association and the Protection of the Right to Organise;
- ILO Convention 98 on the Right to Organise and Collective Bargaining;
- ILO Convention 29 on Forced Labour;
- ILO Convention 105 on the Abolition of Forced Labour;
- ILO Convention 138 on Minimum Age;
- ILO Convention 111 on Discrimination (Employment and Occupation);

- ILO Convention 100 on Equal Remuneration;
- ILO Convention 182 on Worst Forms of Child Labour;
- Vienna Convention for the protection of the Ozone Layer and its Montreal Protocol on substances that deplete the Ozone Layer;
- Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (Basel Convention);
- Stockholm Convention on Persistent Organic Pollutants (Stockholm POPs Convention)
- Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade (UNEP/FAO) (The PIC Convention) Rotterdam, 10 September 1998, and its 3 regional Protocols.

Consequences of misrepresentation

A serious misrepresentation which induces a contracting authority to enter into a contract may have the following consequences for the signatory that made the misrepresentation:-

- The potential supplier may be excluded from bidding for contracts for three years, under regulation 57(8)(h)(i) of the PCR 2015;
- The contracting authority may sue the supplier for damages and may rescind the contract under the Misrepresentation Act 1967.
- If fraud, or fraudulent intent, can be proved, the potential supplier or the responsible officers of the potential supplier may be prosecuted and convicted of the offence of fraud by false representation under s.2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both).
- If there is a conviction, then the company must be excluded from procurement for five years under reg. 57(1) of the PCR (subject to self-cleaning).

Appendix H: Pricing Schedule