



## **DEVELOPMENT OF THE MENDING ROOMS**

**INVITATION TO TENDER FOR:**

**DESIGN TEAM SERVICES**

**Including Architecture, Structural Engineering, Cost  
Consultancy, BREEAM and CDM**

**October 2018**



**European Union**  
European Regional  
Development Fund

**add specialists**  
appraise > develop > deliver

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## 1. INTRODUCTION

Park Valley Huddersfield (PVH) has been awarded funds from the European Regional Development Fund (ERDF) for a £2m project to renovate a derelict mill at the Park Valley Business Park. The mill, to be known as The Mending Rooms will be refurbished on a speculative basis and will offer space to small and medium sized enterprises (SMEs) operating in one of the following target sectors: financial and professional services; advanced manufacturing; health and life sciences; low carbon and environmental industries; digital and creative industries; and, food and drink.

PVH therefore wishes to commission the following services from a single organisation or a consortium and has accordingly placed adverts on Contracts Finder to seek competitive tenders for the following Design Team Services:

- Architectural Services (including acting as Lead Design Consultant)
- Structural Engineering Services
- Cost Consultancy Services
- BREEAM Assessment Services

The project is one that will present a number of exciting challenges to the successful design team members for the following reasons:

- there is an opportunity to create a high quality, bespoke conversion of a historic Listed Building (Grade 2);
- the space to be provided will need to be designed to be commercially viable in terms of maximising lettable area, whilst exploring the possibilities to make the space distinctive and attractive with common areas and facilities; and
- the building will be the centrepiece of the site and will complete the overall development.

PVH is asking organisations that wish to be considered for delivering these services to complete a Tender and return it by no later than **1100hrs on 21.11.18**.

Set out later in this document is certain background information relating to the project and details of the required response.

Please note that PVH will be making separate appointments for the following other aspects relating to the project:

- Main Contractor – two stage procurement process to which the selected design team will have detailed input;
- Development Manager – overall management of the development, assisting PVH in delivering a successful development;
- Letting Agent – responsible for letting the space which will be retained by PVH;
- Appraisal Consultant – to undertake a review of the project to ensure that ERDF requirements have been met; and
- Legal Advice – procurement and contractual advice.

Add Specialists have been retained to advise and assist PVH with the procurement processes necessary for the project.

## 2. PARK VALLEY HUDDERSFIELD

### 2.1 Park Valley

Park Valley Huddersfield is situated at the gateway to the Holme Valley on the B6108 Meltham Road. It is a secure landscaped setting close to the commercial heart of Huddersfield.

The site was acquired in 2010 by Holmfirth Dyers who recognised its true potential. Since then Park Valley has been transformed into a new generation business park which has already proved attractive to successful businesses within a diverse mix of manufacturing, service, design education and innovation sectors.

The investment began with a multi million pound commitment by Park Valley Dyers to develop the first all new textile dye colouring plant in the UK for over 20 years at Park Valley.

This was followed by several phases of speculative development of high quality industrial space and also some offices in Park Valley House. The development has attracted high levels of occupancy from established and growing companies.

This project entails development of the final building – the Grade 2 former mill building which will be known as The Mending Rooms:



This project has been successful in attracting funding from ERDF and the remainder will be funded through investment by Park Valley Huddersfield Ltd.

## 2.2 Project Governance

**CLIENT:** Park Valley Huddersfield Ltd  
**CLIENT PROJECT MANAGER:** Adeel Adnan  
**DEVELOPMENT MANAGER:** To be appointed

## 2.3 Project Details

**LOCATION:** Park Valley, Lockwood, Huddersfield, HD4 7BH  
**PROJECT:** Development of The Mending Rooms  
**STATUS:** ERDF approved, Planning Permission and Listed Building Consent obtained (amendment to this will be necessary)  
**TOTAL BUDGET:** c.£2.3 million inc. professional fees

## 2.4 Key Dates

**ITT PUBLICATION:** 22 October 2018  
**OPTIONAL VIEWING OF THE MENDING ROOMS (by appointment only):** 08 November 10am to 3pm  
**LAST TIME FOR CLARIFICATION REQUESTS** 19 November 2018, 4.00pm  
**RETURN OF TENDERS:** 21 November 2018, 11am  
**INTERVIEW OF SHORTLISTED CONSULTANTS (if required):** 28 November 2018  
**APPOINTMENT BY:** w/c 03 December 2018

## 2.5 Contact Information

Any queries on the content of this ITT, the project or the tender process should be directed in writing to the relevant contact listed below. The contact details listed below are not to be added to mailing lists or used for any purpose barring the purpose set out below.

Request for ITT which is available in .pdf format only. ITT Response Document (Appendix A, also available in MS Word) Email: [richard.jones@addspecialists.co.uk](mailto:richard.jones@addspecialists.co.uk)

Questions, queries or clarification: Email: [richard.jones@addspecialists.co.uk](mailto:richard.jones@addspecialists.co.uk)

ITT Submissions to be submitted to: Email: [richard.jones@addspecialists.co.uk](mailto:richard.jones@addspecialists.co.uk) and [adeel.adnan@holmfirthdyers.com](mailto:adeel.adnan@holmfirthdyers.com)

IT issues only: Telephone: Richard Jones 01522 370268

### **3. BACKGROUND TO PROJECT AND CURRENT STATUS**

#### **3.1 Project Background**

The project involves the speculative refurbishment of a Grade II multi storey listed and redundant former textile mill which is located within the already established Park Valley Business Park.

The project has potential to deliver up to 20,600 sq ft (1,920 sq m) of high quality SME employment space on a key growth site to support inward investment and company expansion.

The Mending Rooms will be aimed at attracting technology enhancing and creative companies to occupy and work alongside one another within quality and creative accommodation. The project aims to support economic growth and job creation and enhance the competitiveness of small and medium sized enterprises.

The project will provide the infrastructure that will aim to facilitate sustainable job growth.

In summary, the works will include:

- part demolition and making good existing structural elements;
- formation of a new entrance with a new core including stairs and lift;
- creation of new openings and replacement of glazing;
- fitting out; and
- creation of new external car park and circulation spaces.

The total estimated value of these works is c.£2.3m.

#### **3.2 Current Project Status**

Planning approval has already been granted for the project which has received ERDF funding support which will fund the project alongside investment from the site owners. The drawings depicting the scheme which has obtained the consents are attached at Annex A.

Since those drawings were prepared in 2016, there has been some further development in relation to the design requirements which have resulted in some new floor plans and elevations which are also included at Annex A. These drawings should not be considered a definitive design solution.

It is expected that the Design Team will review the current designs with the Client and the Client's Development Manager to confirm clear design requirements and layout possibilities.

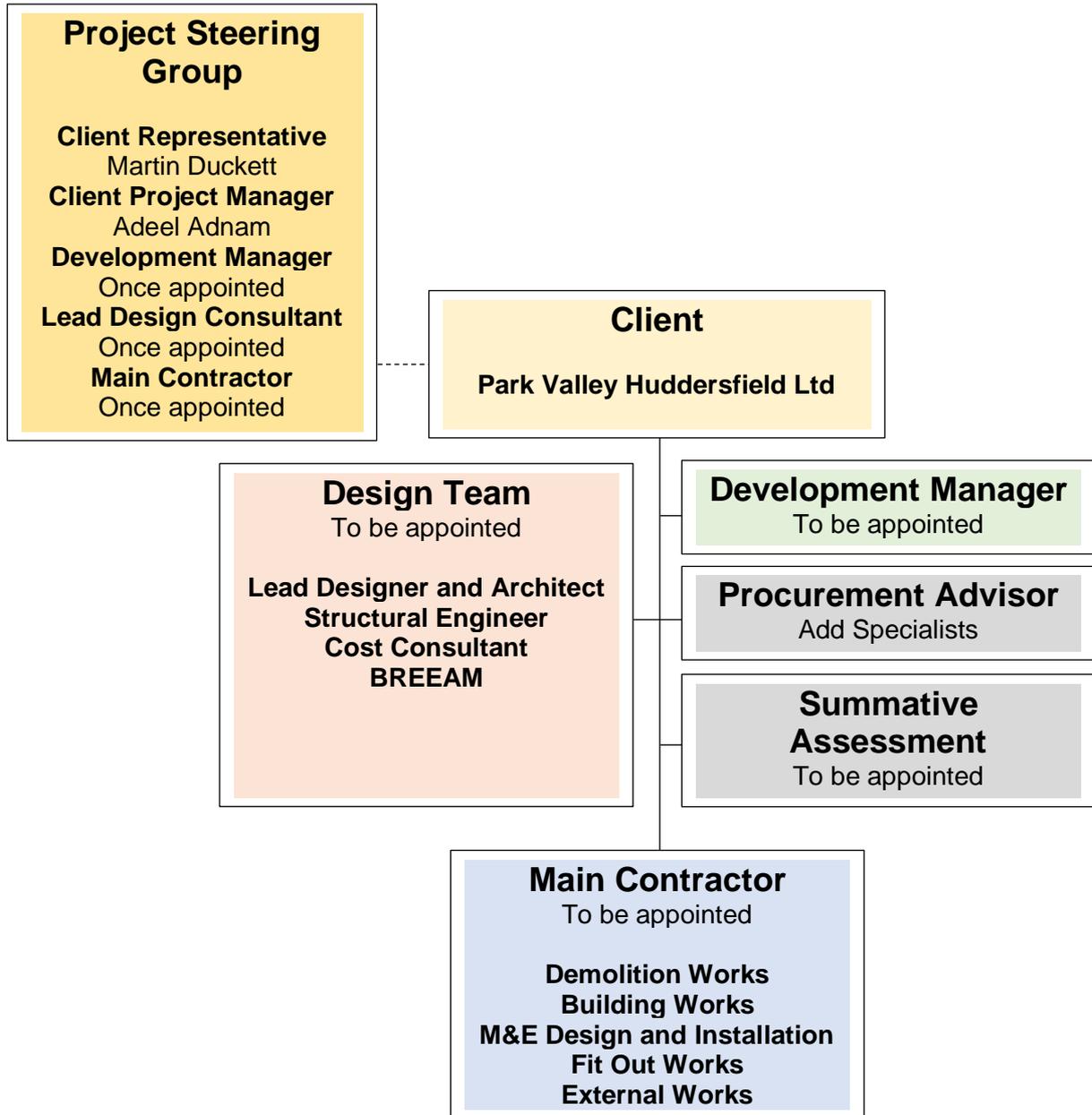
This must happen early in the design process so that the Design Team can then re-apply for Planning Consent and Listed Building Consent for the definitive scheme. No issues are anticipated with this and the Client will expect detailed design work to continue whilst the consents are being determined. There may of course be minor tweaks needed during the application process that the Design Team will need to accommodate.

Whilst professionals had been appointed to take forward the design to date as part of the funding application, those appointments are concluded and the Client is keen to have a true, fair and open competition for professionals to assist it in taking the project forward.

## 4. PROJECT DELIVERY STRUCTURE AND CONSULTANTS' SCOPE OF SERVICES

### 4.1 Delivery Structure

It is anticipated that the overall project delivery structure will comprise the following roles and responsibilities:



## **4.2 General Design Team Responsibilities & Contractor Procurement/Timings**

### General Responsibilities and Requirements

Immediately following appointment, the Project Steering Group will meet, supported by relevant members of the Design Team to agree the detailed Project Objectives in terms of the specific desired outcomes as well as the required time, cost and quality criteria.

Meetings: All Consultants will be required to attend design team and progress meetings to support the work of the Project Steering Group.

Publicity: All Consultants must NOT publicise the project in any way whatsoever – all publicity/PR must be issued by or approved by the Client or its Representative. The Client will treat any breach of this stipulation as a breach of contract. This is to ensure that all requirements of the ERDF Funding are met as any breaches of those conditions can lead to loss of funding.

### Contractor Procurement and Project Timings

It is intended that the procurement of the Main Contractor will be undertaken through a 2 stage process. This will be commenced in parallel with the procurement of the Design Team, however the Design Team will be required to be involved in the shortlisting of tenderers and then in the detailed tender stage.

The Design Team must be able to work to the following timescales alongside the Client.

Anticipated timescales are as follows:

Advertising of the opportunity to request Expressions of Interest:	End October 2018
Design Team appointed:	Beg' December 2018
Deadline for receipt of completed Pre-Qualification Questionnaires:	Early December 2018
Shortlisting of Candidates to Invite to Tender:	Mid January 2019
Issue of Invitation to Tender (with detailed input from Design Team):	End February 2019
Receipt of completed Tenders (3-4 anticipated):	Mid April 2019
Contractor appointed:	End April 2019
Works commence on site:	June 2019
Works completed (latest):	End June 2020

## **4.3 Architectural Services**

The Architect will in addition to the normal architectural duties act as Lead Design Consultant and also provide interior design services in as far as required.

In addition, the Architect will be responsible for determining the performance requirements for mechanical and electrical services to be delivered by the appointed Building Contractor including detailed design responsibility.

The required scope of services is set out below. It is anticipated that the project will be tendered to building contractors under a traditional form of contract – JCT intermediate Form of Contract with Contractor's Design.

1. Architectural services are to include all design services defined below including the following:

RIBA Stage 3 – Developed Design

- i. Complete development of Project Brief.
- ii. Develop the detailed design from approved outline proposals.
- iii. Provide information for preparation of cost estimate.
- iv. Consult Statutory Authorities where required, apply for and undertake all necessary work to obtain a revised Planning Consent and Listed Building Consent.

RIBA Stage 4 – Technical Design

- v. Develop Technical Design proposals from approved Detailed Design.
- vi. Provide information for revision of cost estimate.
- vii. Consult with Building Control.
- viii. Consult the BREEAM Assessor.
- ix. Prepare production information for tender purposes.
- x. Provide information for preparation of tender pricing documents and revision of cost estimate.
- xi. Prepare and make submissions under Building Acts.
- xii. Provide information for preparation of pre-tender cost estimate.
- xiii. Contribute to appraisal on tenders/negotiations.
- xiv. If instructed, revise production information to meet adjustments in the tender sum.
- xv. Provide production information as required for the Building Contract and for construction.

RIBA Stage 5 – Construction

- xvi. Prepare further production information for construction purposes.
- xvii. Make periodic visits to the construction works.
- xviii. Review design information from Contractors or Sub-Contractor Specialists.
- xix. Provide information, where applicable, for Health and Safety File.

RIBA Stage 6 – Handover and Close Out

- xx. Provide information required by others for agreeing final account.
- xxi. Liaise with the Client, providing copy plans and drawings to the Client and provide "As Constructed" drawings.

Generally

- xxii. Value management and risk management services – Participate in value management and risk management activities at key stages of the design (to be led by the Cost Consultant).
- xxiii. Make the appropriate regular number of visits to the site for:
  - a. inspection generally of the progress and quality design as built;
  - b. approval of such elements of the works as may be specified to be to the reasonable satisfaction of the Designer; and
  - c. obtaining information necessary for the issue of any notice, certificate or instruction by the administrator of the building contract.

2. Specific Requirements for acting as Lead Design Consultant include the following:

- i. Overall management of the project, including reporting to the Client Representative and Project Steering Group and managing the work of all consultants to design and procure the necessary works on site.
  - ii. Issue of information, decisions, approvals and instructions to the Design Team and directing their work.
  - iii. Implementation of any feasibility studies and/or options appraisals required.
  - iv. Development and maintenance of a project strategy.
  - v. Development and maintenance of a management structure and communications environment in which all consultants, contractors and other persons can perform effectively.
  - vi. Ensuring that there are no gaps of responsibility between designers and that all necessary aspects of design are undertaken in order to meet the client's requirements.
  - vii. Regular review of the progress of design work in conjunction with the Client Representative and Design Team.
  - viii. Identification and implementation of project procedures including:
    - a. any relevant existing procedures of the Client
    - b. administrative actions such as contributions to and frequency of progress reports, validation of certificates, etc
    - c. change control procedures for programme and cost matters and contingency expenditure
    - d. value management and
    - e. risk management.
  - ix. Preparation of and maintenance of a master programme, in co-ordination with any programmes prepared by others.
  - x. The Lead Design Consultant and Design Team are to provide a full Town and Country Planning service to achieve Detailed Planning and Listed Building consent for the scheme.
  - xi. Similarly the Lead Design Consultant and Design Team will be responsible for preparing for and obtaining all necessary statutory consents.
  - xii. The Lead Design Consultant and design team is to provide drawings and other design information in order to assist the Client in the marketing of its new facilities and to promote it accordingly.
3. Specific Requirements for acting as 'Principal Designer' include the following:
- i. Comply with the requirements of the Construction (Design and Management) Regulations 2015.
  - ii. Inform and advise the Client on his duties under the Regulations and work to ensure that his obligations are fulfilled, advising in writing if any aspects are not being addressed. In particular, the Architect must assist the Client with Appointments and Notifications under the Regulations.
  - iii. Fulfil all requirements of Designer under Construction (Design and Management) Regulations 2015.
  - iv. Have due regard to the guidelines contained in the current publication 'Good practice in selection of construction materials' (Ove Arup and Partners British Council of Offices 1997) unless authorised by the Client in writing to specify or authorise products or materials generally known within the Consultant's profession at the time of specification or authorisation to be deleterious or hazardous to health or safety or to affect the durability of construction works.
  - v. Observe the requirements of the current edition of the Fire Prevention on Construction Sites published by the Fire Protection Association.
4. Specific Requirements for acting as Interior Designer include the following:

Provide all services as set out above in relation to all fixed furniture and the coordination of unfixed furniture and equipment/drawings provided by the client and/or their suppliers.

5. Specific Requirements for advising on M&E Services Matters include the following:

It is anticipated that the detailed design for M&E Services will be prepared by the Building Contractor or more likely a specialist sub-contractor. Consequently, the Architect is to work with the Client to advise upon and set Performance Requirements for the following main elements and other elements of environment related design and construction:

- i. Lighting – internal and external, functional and decorative;
- ii. Small power;
- iii. Data cabling;
- iv. Heating – environmental heating and hot water provision;
- v. Internal drainage;
- vi. Ventilation;
- vii. Cooling if required;
- viii. Fire protection; and
- ix. Intruder detection and safety systems.

The Architect must ensure that the required performance criteria have been met during the tender processes and any subsequent design processes.

In addition, the Architect must ensure that proper commissioning and performance testing is programmed and carried out including witness testing and reporting of the results.

Full information will be required to be included in the Operation and Maintenance Manuals for the Building.

#### **4.4 Structural Engineer**

The Structural Engineer's role, in addition to including all structural matters, includes all design relating to the more minor elements of civil engineering that are necessary for the project.

The required scope of services is set out below; a traditional form of contract with the main contractor is to be assumed, using the JCT Intermediate Form of Contract with Contractor's Design.

1. Structural Engineering services are to include all design services defined below, particularly including the general aspects as set out beneath which are included both for emphasis and for the avoidance of doubt.
2. All normal services as defined in the ACE Conditions of Engagement Agreement 1, 2017 in as far as applicable to this project.
3. In the provision of the required services, the Structural Engineer should act as a Designer under the Construction (Design and Management) Regulations 2015.
4. The Structural Engineer should all client meetings; design team meetings; and regular construction progress meetings with the Contractor, all as required by the Lead Design Consultant.
5. Options appraisal – Working with the Architect, the Structural Engineer is to prepare any options required by the Client in order to progress the design to meet the brief.

6. Consents – The Structural Engineer shall contribute in detail to all matters relating to gaining the necessary statutory consents including detailed Planning and Building Regulations consents – this should include dealing with all changes required by the statutory bodies or service providers - including any negotiation during the design process and any alterations necessary to meet requirements.
7. Visit site to carry out an appraisal of the existing building and note of structural sizes / conditions.
8. Carry out a structural design analysis of the original building structure to acquire loading information for any new supporting structures.
9. Prepare structural designs for new supporting structures to cater for building loads and facilitate building layouts.
10. Produce a detailed drawing set to present the proposed structural layout.
11. Undertake further site visits to inspect exposed structures / ground conditions for suitable support for new structures and revise design work as required.
12. Review the existing building and site drainage and design a new scheme, above and below ground as well as provision for all other underground services and how they pass into and through the building.
13. Design of all aspects of the project related to civil engineering matters, essentially external works.
14. Co-ordinate and integrate information provided by the client and other persons into the Structural Engineer's design.
15. Report to the Lead Design Consultant and Client Representative any issue that may affect the quality of the project, the timetable or the relevant cost (the latest estimate of cost of the elements for which the Consultant provides services).
16. Determine materials, elements and components, standards of workmanship, type of construction and performance in use for the design.
17. Prepare drawings, sketches, schedules, specifications, calculations and production and tender information for the design as appropriate.
18. Do not make or cause to be made any material alteration to any approved design without the knowledge and consent of the Client or in accordance with project procedures agreed with the Client Representative and Lead Design Consultant.
19. Obtain the consent of the Client Representative to specify work to be carried out by contractors, sub-contractors or suppliers by performance standards and co-operating with such persons.
20. Make the appropriate regular number of visits to the site for:
  - i. inspection generally of the progress and quality design as built;
  - ii. approval of such elements of the works as may be specified to be to the reasonable satisfaction of the Structural Engineer; and

- iii. obtaining information necessary for the issue of any notice, certificate or instruction by the administrator of the building contract.
21. Answer queries from site operatives / design team / fabricators.
22. Check all fabrication design and detailed drawings and advise the design team and Client accordingly.
23. Have due regard to the guidelines contained in the current publication 'Good practice in selection of construction materials' (Ove Arup and Partners British Council of Offices 1997) unless authorised by the Client in writing to specify or authorise products or materials generally known within the Consultant's profession at the time of specification or authorisation to be deleterious or hazardous to health or safety or to affect the durability of construction works.
24. Observe the requirements of the current edition of the Fire Prevention on Construction Sites published by the Fire Protection Association.
25. Value management and risk management services – Participate in value management and risk management processes at key stages of the design (to be led by the Cost Consultant).
26. Provide "As-built" drawings based upon the initial tender drawings and detailing alterations during the construction process.

#### **4.5 Cost Consultant**

The role of the Cost Consultant is one that for this project is seen as one of ensuring that the project remains on budget and within programme. This should include an appropriate structure and processes to manage not just cost but also value (as defined by the Institute of Value Management) and risk.

The required scope of services is set out below; a traditional form of contract with the main contractor is to be assumed, using the JCT Intermediate Form of Contract with Contractor's Design.

1. Cost Consultancy services are to include all design services defined below, particularly including the general aspects as set out beneath which are included both for emphasis and for the avoidance of doubt.
2. All Core Services as defined in the RICS Document: Quantity Surveyor Services Published by the RICS, 2008 as appropriate to this contract and form of procurement. Tenderers should note that the Building Contractor is being appointed through a 2 stage procurement process – see 4.2 above.
3. The following Supplemental Services are also required: 2.3.3
4. In the provision of the required services, the Cost Consultant should act as a Designer under the Construction (Design and Management) Regulations 2015.
5. The Cost Consultant should attend all client meetings; design team meetings as required by the Lead Design Consultant; and regular construction progress meetings with the Contractor.

6. Provision of pre-contract cost advice to enable the development to be designed and constructed within the approved cost criteria.
7. Options appraisal – Working with the Architect, the Cost Consultant is to prepare any options required by the Client in order to progress the design to meet the brief.
8. Submit updated detailed cost plans at pre-defined milestones to the Lead Design Consultant and the design team; review design development to ensure that the resulting tender is within the budget cost; all to ensure that the final cost does not exceed the authorised expenditure and that wherever possible costs are kept to a minimum.
9. Prepare the Specification/Bill of Quantities to accompany the Architect's and Engineer's drawings in forming the tender documentation.
10. Coordination of design information and issuing documentation to selected Contractors.
11. Checking Tenders received and providing a Tender Report, including views on the financial robustness of tenders received.
12. Working with the Client's Procurement Advisor in relation to the Tender process and putting the contract in place.
13. Development/management of change control procedures and obtaining decisions necessary for time and cost control.
14. Monitoring, regulating (including making or obtaining any necessary decisions) and reporting to the Client on performance and activity, cost planning and control and programme and progress.
15. Preparation of recommendations for interim payment, ascertaining correct amounts due and issuing the relevant certificates for payment.
16. Preparation of periodic post-contract assessments of the anticipated final cost which will be presented in the form of a Financial Statement.
17. Valuing and agreeing with the Contractor any variations to the Contract documentation including measuring work and adjusting variations in accordance with the terms of the Contract and preparing the Final Account.
18. If any contractual disputes occur, the Cost Consultant will be responsible for leading their resolution in the best interests of the Client.
19. Provide Value Management advice for the scheme utilising IVM/SAVE techniques as appropriate.
20. Provide Risk Management advice for the scheme – to be delivered by an appropriately trained individual – undertaking appropriate consultations/workshops as appropriate and follow up/manage all actions for the duration of the project.

#### **4.6 BREEAM Advisor**

The services of the BREEAM Advisor must include the following:

1. Register the project with BRE Global.

2. Assess the proposed development in accordance with the BRE's Refurbishment and Fit-Out 2014 Scheme Parts 2, 3 and 4 assessment.
3. Arrange and chair a pre-assessment meeting with the design team to identify target credits and evidence required for compliance with a view to achieving the required rating.
4. Issue a pre-assessment report suitable for planning submission purposes and tender stage purposes.
5. Prepare and issue a tender stage schedule of evidence required.
6. Arrange and chair a design and procurement stage meeting to target credits and review in detail the evidence required to allow credits to be awarded.
7. Prepare and issue a schedule of evidence requirements and requirements documents.
8. Liaise with the BRE as necessary.
9. Prepare a design and procurement stage report and submit this to the BRE to enable an interim certificate to be issued.
10. Arrange and chair a post-construction stage meeting pre-completion to revisit the design stage credits and review the evidence required to allow credits to be awarded post construction.
11. Issue a schedule of evidence required for the post construction stage review and report.
12. Prepare a post construction review report and submit to the BRE to allow a final certificate to be issued.
13. Prepare or procure an Energy Performance Certificate for the completed building.

For the avoidance of doubt the BREEAM Advisor must include in the fees all costs to be incurred from BRE Global in respect of the Certification of the project.

## 5. THE PROCUREMENT PROCESS

### 5.1 Approach

A single stage approach has been adopted for the procurement of the design team. All interested parties are invited to submit detailed proposals based upon this Invitation to Tender (ITT) – such proposals must be in accordance with Appendix A.

Submissions must be completed in a font not smaller than size 10 and there must be a maximum of 25 pages excluding Insurance Certificates. Images and pictures may be used within that limit.

Tenderers should decide the length of the response to each question, based upon the information contained within this Invitation to Tender.

Tenderers are required to bear their own costs in relation to this procurement process.

### 5.2 Optional Viewing of The Mending Rooms

Tenderers may, and at their own cost and expense, visit site to inspect The Mending Rooms. These will be accompanied viewings and by appointment only. Appointments will be offered on 8<sup>th</sup> November 2018, between 10am and 3pm only. Those wishing to take this opportunity must send an email requesting a slot to [richard.jones@addspecialists.co.uk](mailto:richard.jones@addspecialists.co.uk) prior to that date.

### 5.3 Tender Submission Arrangements

Tenders must be submitted electronically only to the following email addresses:

[richard.jones@addspecialists.co.uk](mailto:richard.jones@addspecialists.co.uk) and [adeel.adnan@holmfirthyders.com](mailto:adeel.adnan@holmfirthyders.com)

Tenders must be submitted prior to 11am on 21 November 2018 and should consist only of a response to Appendix 1 which is made available separately as a document in Microsoft Word.

Tenders should be submitted as a single .pdf file and the subject title of the email must be: **The Mending Rooms – Tender Submission**

Tenders that fail to comply with the requirements set out in this email or that are delivered after the deadline will be rejected without evaluation.

Additionally, Tenderers' attention is drawn to the following instructions:

1. Date of Tender. Tenders will be received up to the date shown above. No undertaking can be given to consider Tenders not received by the due date and time. It is the Tenderers responsibility to ensure that their tender is received on time.
2. Prices shown should be exclusive of VAT.
3. Acceptance of Part Tender. The Client reserves the right, unless the Tenderer expressly stipulates to the contrary in the Tender, of accepting such portion thereof as the Client may decide.
4. Drawings, Prints, Patterns, etc. Drawings, prints, patterns of specifications, issued with this Tender remain the property of the Client. They must not be seen by unauthorised persons and only used for the purpose of tendering and should be returned by the Tenderer.
5. Confidentiality – All information supplied by the Client in connection with the tender documents must be treated as confidential, details of which should not be disclosed

except to the extent necessary for the preparation and submission of the tender. You must not try to obtain any information about anyone else's tender or proposed tender before the contract is awarded.

6. Your tender should be completed legibly and clearly typed.
7. The Client does not bind itself to accept the lowest, or any, tender.
8. Should your tender be accepted, the Client cannot guarantee that details of your submission including your tender price would remain confidential. If you wish to advance reasons why details of your tender should not be disclosed you should do so in writing at the time of tendering.
9. Trading names/invoicing. Where invoices will be rendered by, or payments made to, an entity whose title differs in any respect from the title in which the Tender is submitted, full details must be provided in a letter accompanying the Tender. Successful Tenders who fail to provide this may experience delays in payment of their invoices.
10. You must not arrange with anyone else whether or not to submit a tender, except in the case of sub-contracting and/or joint ventures.

#### **5.4 Evaluation Process**

Tenderers' suitability for each role will be based upon their tender submissions.

The Client will decide at its own discretion whether to hold interviews with one or more Tenderers for clarification purposes. Should interviews be held, then the tender submissions may be re-evaluated depending on the outcome of the interviews.

Tenders will be assessed in accordance with the criteria and weighting set out at Annex B.

The appraisal of tender submissions is expected to take up to a week, and it is anticipated that shortlisting will take place to fit with the interview timetable below.

Candidates will be informed of the outcome of the evaluation process with feedback as appropriate, as soon as possible after the interviews, if any, have taken place.

#### **5.5 Interview Process**

Not all Tenderers are likely to be invited for interview and it may be that no interviews are held.

Should interviews be held then the selected Tenderers will be notified by close of business on 26 November 2018 – they should ensure that key team members are available on the days stated above.

#### **5.6 Terms of Appointment**

The terms of appointment will be in accordance with the Form of Appointment included at Annex C. If Tenderers have any concerns at all with this draft contract full details must be included in their tender response – otherwise they will be expected to sign the contract as drafted within 10 days of receiving the Engrossments.

#### **5.7 Clarification**

If clarification is required during the preparation of responses to this ITT, then these must only be directed to Richard Jones at Add Specialists, by email to [richard.jones@addspecialists.co.uk](mailto:richard.jones@addspecialists.co.uk).

Tenderers should note that all requests for clarification and the responses to those items of clarification will be regularly circulated to all those who have requested the Tender Documents.

Requests for clarification must be received by 4.00pm on 19<sup>th</sup> November 2018. Any requests received after that date will not receive replies.

--ooOoo--

## **ANNEX A: PROJECT DOCUMENTS**

The following drawings/documents form part of this ITT inserted after this page:

<b>Reference</b>	<b>Description</b>
1771-09-2005; Nov '16	Proposed site plan as per Planning Consent
1771-09-2001; Nov '16	Proposed floor plan as per Planning Consent
1771-09-1005; Oct '17	Proposed floor plan – revised
1771-09-1004; Oct '17	Proposed elevational treatment – revised
1771-09; Nov '16	Heritage Statement

In addition, the client has a full set of as existing survey drawings which will be made available to the appointed Design Team. All drawings will be available in .dwg format.

## ANNEX B: DETAILED EVALUATION CRITERIA

Tenders will be assessed according to the following criteria (with reference to Appendix 1 which must be completed by all Tenderers).

Criteria	Evaluation weighting (%)
<b>Part A – General Information</b>	Pass/Fail (the submission will Fail if the information is not provided)
<b>Part B – Economic and Financial Capacity</b>	
Question 1: Minimum turnover of £1,000,000 required; and positive profitability in each of the last 3 years	Pass/Fail
Question 2: Minimum Professional Indemnity Insurance level of £2.5m; Public Liability Insurance and Employers Liability Insurance of £10m	Pass/Fail
Question 3: No such circumstances must apply	Pass/Fail
Question 4: Any circumstances that might affect the company's ability to complete the contract will result in a fail being given for this criteria	Pass/Fail
<b>Part C – Technical Capacity and Capabilities</b>	60%
Scores of 0 – 10 will be given for the answer to each of the questions in this section as follows:  0 Not answered 1 – 3 Answer provided does not demonstrate the competencies expected of an organisation capable of delivering the services required under this contract 4 – 6 Answer provided adequately demonstrates the competencies expected of an organisation capable of delivering the services required under this contract 7 - 10 Answer provided demonstrates a high level of competencies expected of an organisation capable of delivering the services required under this contract	
Answers to the questions under this section will be weighted accordingly: Q1 – 10% Q2 – 15% Q3 – 10% Q4 – 10% Q5 – 10% Q6 – 10% Q7 – not scored Q8 – 15% Q9 – 20% Q10 – not scored – only used to verify response to Q7 if required	
<b>Part D – Pricing</b>	40%

<b>Criteria</b>	<b>Evaluation weighting (%)</b>
<p>The lowest priced tender will receive a full score of 100 marks. Other tenders will be scored at a lower level according to the percentage higher they are in comparison with the lowest priced tender. For example:</p> <p>If the lowest tender price is £100 then a tender submission of £125 would score 75 marks under this heading.</p>	
<p><b>Part E – Supplementary Information</b></p>	<p>Not assessed (information provided for verification purposes only)</p>
<p><b>Part F – Form of Tender</b></p>	<p>Pass/Fail          (the submission will Fail if the Certificate is not signed and submitted)</p>

## **ANNEX C: FORMS OF CONTRACT**

The proposed Forms of Contract are as follows:

Architect and Lead Design Consultant:	RIBA Standard Professional Services Contract October 2018
Sub-consultants:	Collateral Warranty Form to be confirmed and agreed between the parties
Main Contractor:	JCT Intermediate Form of Contract with Contractor's Design (the design elements mainly being M&E Services)
Collateral Warranty for Sub Contractors with design responsibilities:	Sub-Contractor Collateral Warranty for the Employer (SCWa/E)

## APPENDIX 1: TENDER SUBMISSION

### Part A: General Information

#### Contracting Party

Name of Organisation	
Company Registration Number	
VAT Registration Number	
Address	
Name and title of individual to whom communications should be sent	
Telephone Number	
Mobile Number	
e-mail address	
Is the above named organisation a Subsidiary? * Delete as appropriate	* Yes / No
If selected to provide works or services would you provide an ultimate Parent Company Guarantee? * Delete as appropriate	* Yes / No

#### Organisation providing Architecture and Lead Design Consultant Services

Name of Organisation	
Company Registration Number	
VAT Registration Number	
Address	
Key Personnel	
Telephone Number	
Mobile Number	
e-mail address	
Is the above named organisation a Subsidiary? * Delete as appropriate	* Yes / No
If selected to provide works or services would you provide an ultimate Parent Company Guarantee? * Delete as appropriate	* Yes / No
If different than the Contracting Party, how will this company be appointed by the Contracting Party	

#### Organisation providing Structural Engineering Services

Name of Organisation	
Company Registration Number	

VAT Registration Number	
Address	
Key Personnel	
Telephone Number	
Mobile Number	
e-mail address	
Is the above named organisation a Subsidiary? * Delete as appropriate	* Yes / No
If selected to provide works or services would you provide an ultimate Parent Company Guarantee? * Delete as appropriate	* Yes / No
If different than the Contracting Party, how will this company be appointed by the Contracting Party	

**Organisation providing Cost Consultancy Services**

Name of Organisation	
Company Registration Number	
VAT Registration Number	
Address	
Key Personnel	
Telephone Number	
Mobile Number	
e-mail address	
Is the above named organisation a Subsidiary? * Delete as appropriate	* Yes / No
If selected to provide works or services would you provide an ultimate Parent Company Guarantee? * Delete as appropriate	* Yes / No
If different than the Contracting Party, how will this company be appointed by the Contracting Party	

**Organisation providing BREEAM Advisory Services**

Name of Organisation	
Company Registration Number	
VAT Registration Number	
Address	
Key Personnel	
Telephone Number	
Mobile Number	

e-mail address	
Is the above named organisation a Subsidiary? * Delete as appropriate	* Yes / No
If selected to provide works or services would you provide an ultimate Parent Company Guarantee? * Delete as appropriate	* Yes / No
If different than the Contracting Party, how will this company be appointed by the Contracting Party	

## Part B: Economic and Financial Capacity

1. Set out below an overview of the Contracting Party's financial standing including statements of turnover and profitability. If the firm can be defined as an SME then this should be stated. [Max 1 page]

2. Set out below details of Professional Indemnity Insurance, Public Liability Insurance and Employer's Liability Insurance for the Contracting Party and all companies that will be responsible for delivering the required services.

3. Please make a statement as to whether any of the circumstances described in Clause 57 of the Public Services Contract Regulations 2015 applies to any member of the respondent organisation. [Max ¼ page]

4. Candidates should also declare the following in as far as they may apply:

- details of any material difference in past, current or projected turnover and profit from that detailed in the most recent submitted audited accounts;
- details of any known past, pending or anticipated future event (including events within parent or associated companies) that may materially impact upon the organisation's current financial standing and credit rating;
- details as at the last reporting date of any contingent liability or loss not otherwise reported which would require disclosure in accordance with International Accounting Standard 10;
- a statement of whether the organisation knows of any material or pending or threatened litigation or other legal proceedings; and
- a statement of any conviction of any Directors, Partners or the proposed advisors of a criminal offence related to business conduct.

[Max ¼ page unless further details necessary]

## Part C: Technical Capacity and Capabilities

1. Please present a summary of the key design/technical issues that you feel the Client will face in taking this project forward.
2. Please present a summary of your approach to design in working with historic buildings whilst creating a modern working environment.
3. Please summarise how you would go about ensuring that the project is delivered within budget and to meet the project timescales.
4. Please summarise your experience in innovative structural designs in historic buildings.
5. Please set out your approach to delivering a successful environment for occupiers.
6. Please set out your approach to leadership and coordination of projects of this nature.
7. Please confirm the key members of staff that you would allocate to work on the project on a day to day basis. [Max 6 members of staff]
8. For each member of staff above, please provide details of their personal experience on projects of a similar nature and value to this project.
9. Case Studies: Please provide details of 2 case studies of comparable projects:
10. For each case study above, please provide contact details of the client for each of the above 2 projects with whom we can make contact for references (without prior recourse to you):

**Part D: Pricing**

The Client requires a fixed fee proposal to deliver the required services

Project Milestone	Fixed fee based upon providing all the services set out for the relevant discipline within this ITT			
	Lead Consultant and Architect	Structural Engineer	Cost Consultant	BREAM Assessor
Submission of revised Planning Application and Listed Building Consent				
Completion of Design Proposals and all other work necessary to seek Contractors' Tenders				
Commencement of construction work on site				
Construction work 30% complete (by value)				
Construction work 60% complete (by value)				
Practical Completion including submission of As Built information and Building Manual				
Completion of activities at end of Contractor's Defects Liability Period (at release of retention)				
<b>Sub-total</b>				
<b>TOTAL</b>				

**Note: fees will be paid monthly in arrears against proportions of the design stage reached – all fee accounts must be agreed in draft with the Development Manager before submission to the Client. It is expected that the selected consultant will make good progress with the design work during December to allow an initial grant claim to be made by the end of 2018.**

Whilst no additional work is anticipated, Candidates are invited to set out rates in the table below (inclusive of disbursements, but exclusive of VAT).

<b>Staff Position</b>	<b>Names of staff at each level</b>	<b>Daily Rate (8 hr day)</b>
Partner/ Director		
Senior Associate		
Associate		
Senior Consultant		
Consultant		
Junior/ Consultant	Trainee	

## **Part E: Supplementary Information**

Tenderers are required to submit the following information to support their application:

Copies of insurance certificates supporting question in Part B, Question 2.

**Part F: Tender Submission Certificate**

(Incorporating Certificate of non-collusive tendering and Certificate against canvassing)

To: Park Valley Huddersfield Ltd  
Lockwood  
Huddersfield  
HD4 7BH

**Name & Address of Company:**

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

**Lead Contact:** .....

**Position:** .....

**Tel. No.** .....

**e-Mail:** .....

I/We (the Tenderer) having read

- (i) the requirements and conditions set out in this Invitation to Tender
- (ii) the draft Form of Contract

hereby offer to supply the goods or services specified in the Invitation to Tender (to the extent which the Company may determine in accepting this Tender) at the price(s) and time(s) stated herein in this Form of Tender and the attached Tender Response.

I/We understand that you may accept a Tender, which may not be the lowest, or may accept a Tender(s) in whole or in part, or may not accept any Tender whatsoever, and that your acceptance of my/our Tender will not constitute a guarantee that I/we will be asked to take forward the commission to the end of construction on site. No Tenderer will be reimbursed for any costs incurred in submitting a Tender.

I/We agree that Tenders are submitted on the condition that the Client's authorised representative(s) may, after opening of the tender discuss verbally or in writing with any Tenderer details of the documents submitted relating to the proposed Contract prior to formal acceptance of a tender without any way committing the Client to accept such a tender.

It is hereby agreed that any other Contractual Terms and Conditions or any general reservations included in correspondence emanating from the Tenderer and relating to this Tender (or subsequent Contract) shall not be applicable.

We further certify that this is a bona fide tender, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do

at any time before the hour and date specified for the return of this tender any of the following acts:

- a) communicate to a person other than the person calling for those tenders the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender.
- b) enter into any agreement or arrangement with any other person that they shall refrain from tendering or as to the amount of any tender to be submitted
- c) offer or pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work any act or thing of the sort described above.

We also certify that we have not canvassed or solicited any employee of the Client or any consultant employed by the Client in connection with the award of this tender or any other tender or proposed award of the tender and that to the best of our knowledge and belief no person employed by us or acting on our behalf has done any such act.

We further hereby undertake that we will not in future canvas any employee of the Client or any consultant employed by the Client in connection with this tender or any other tender or proposed award of the tender and that no person employed by us or acting on our behalf will do any such act.

In this certificate, the word 'person' includes any persons and any body or association, incorporate or unincorporate; and 'any agreement or arrangement' include any such transaction formal or informal, and whether legally binding or not.

Signed on behalf of the Tenderer:.....

Position:.....Date:.....

Address if other than above:.....

Tel:.....Email:.....