

NEC Site Supervisor Invitation to Tender

NEC Site Supervisor Consultant Instruction to Tender

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1. Introduction

Winchester City Council (**WCC**) intends to construct a new sport and leisure facility. The proposed facility mix currently includes a 50m swimming pool. WCC invite consultants to tender for an NEC Site Supervisor to support this project. Tenderers are invited to provide a submission in accordance with the criteria included in this document covering the following areas:

- Previous experience
- Technical ability
- Fee and resource proposal

Mace is acting on behalf of Winchester City Council (**WCC**) as project and cost managers for the new sport and leisure facility. For the management of on-going design services Mace are also acting as Employer's Agent.

All appointments will be made directly to WCC and WCC are leading on the procurement of an NEC Site Supervisor.

The purpose of this procurement exercise is to appoint an NEC Site Supervisor for the duration of the project from the close of RIBA Stage 4 through to completion. WCC reserves the right to terminate the commission at any stage.

The procurement of the construction of the centre is via a two stage Design and Build process with Willmott Dixon Construction appointed under a PCSA following the completion of the first stage of the process. WCC have developed the design up to RIBA Stage 4 prior to transfer across to the Contractor. It is intended that WCC will retain the services of the NEC Site Supervisor for the duration of the project.

2. Design brief

River Park Leisure Centre in Winchester is now more than 40 years old and the centre has limited ability to meet the needs of a growing population. WCC has looked at various options for replacing or refurbishing the leisure centre. In September 2015 WCC agreed a preferred option (subject to it being affordable and deliverable) to build a new sport and leisure centre at Bar End in Winchester, next to the existing sports stadium. Land at Bar End is owned by WCC, The University of Winchester and Hampshire County Council.

The long term aspiration of the site is for a Sport and Leisure Park to be developed in conjunction with WCC's partners (The University of Winchester and Hampshire County Council). The proposed facility mix for the sport and leisure centre at Bar End is intended to include: 50m pool, 20m learner pool, water play area, 12 court sports hall, 4 squash courts, a fitness gym with 4 studios, a hydrotherapy centre and other state-of-the-art facilities.

In December 2016 WCC purchased the Garrison Ground at Bar End securing the future of the Garrison Ground for community sports and leisure use.

In March 2017 Cabinet agreed that subject to successful technical evaluations, a part of the Garrison Ground area at Bar End be recognised as the preferred location for the new sport and leisure centre for the purposes of the Design Framework, with the Design Framework to be developed in tandem with the scheme for the Leisure Centre.

Architects were appointed in May 2017 and the Design Framework and concept designs have been developed in consultation with the sporting community, leisure centre users, local residents, businesses and the general public.

Alongside the development of concept designs an Outline Business Case has been agreed that assesses the crucial issue of funding alongside elements such as land ownership, transport and commissioning the building design. This was considered at Cabinet in Autumn 2017 and approved to progress.

Planning for the scheme was submitted in June 2018 and is due for determination at the end of October 2018, following the completion of the RIBA 3 design mid-April 2018 and the completion of RIBA 4 design at the end of August 2018.

Further information on the project is available on WCC's website

<http://www.winchester.gov.uk/projects/project/6>

In relation to non-sporting parameters for the building, the following principles have been adopted as general requirements:

- Internal material and finishes with good whole life cost performance without any non-essential finishes, aiming for a durable but welcoming feel
- A good quality external appearance design which seeks to make best use of views whilst minimising the impact on the surrounding area and is capable of securing planning permission but without any non-essential cost

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- A building which reaches high standards of performance in sustainability terms, particularly for efficient energy consumption and low carbon emissions (in line with the WCC's adopted '12 Actions for a Lower Carbon Council')
- WCC is targeting the delivery of a BREEAM Excellent building with a minimum expectation of Very Good; the building is required to achieve an EPC A rating
- High standards of hard and soft landscaping forming part of a cohesive design sensitive to the location
- WCC seeks to make the location accessible to all modes of travel and provide adequate parking to serve the needs of the users and staff, without negatively effecting on adjacent residential areas

Further to the above, the design of the proposed sport and leisure centre is required to consider the following key features:

- Proximity to the South Downs National Park
- Historic nature of the City of Winchester
- The context of an Urban Design Framework
- Location adjacent to residential districts
- Potential future district heating strategy

To assess the feasibility of options for the sport and leisure centre a number of technical studies have been undertaken, these include:

- Leisure Centre Site Planning Study – July 2013
- Flood Risk Assessment – November 2013
- Ecological Appraisal, Bar End – November 2013
- Cultural Heritage Assessment, Bar End – January 2014
- Landscape Appraisal – July 2014
- Transport Report – July 2014
- Ground Contamination, Phase I Desk Study – July 2016
- Ecological Surveys – September 2016
- Interim Transport Assessment – September 2016
- Statutory Undertakers Information
- Topographical Surveys
- Highway Designs
- Soakaway Testing

The technical studies are available on the WCC's website or from WCC on request.

<http://www.winchester.gov.uk/planning/major-sites/leisure-centre-project/core-documents/>

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3. Service requirements

A detailed Scope of Service is included within Appendix A.

An outline programme of works is provided in Appendix B.

4. Tender return

4.1 Timetable

Date	Activity
Tender docs issued	10.10.18
Query deadline	17.10.18
Tender return	31.10.18
Tender award	14.11.18

4.2 Checklist

Requirement	Included
Company Information	YES / NO
Quality submission	YES / NO
Cost submission	YES / NO
Insurance certificates	YES / NO
Acceptance of Form of Appointment	YES / NO

4.3 Instructions

Tenders must be completed in the English Language.

The tender (including price) should remain valid for a minimum of 90 days from the tender closing date.

Tenderers should not include in the tender any extraneous information which has not been specifically requested in this document including, for example, any sales literature etc.

Tenderers are to respond in electronic copy as detailed below.

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Responses from Tenderers including all supporting information listed below must be submitted before the deadline detailed in this document:

- Completed, signed and dated Form of Tender (Appendix C)
- Completed and signed fee proposal (Submission of Tenders – Section 10)
- Completed and signed Non-Collusion Certificate (Appendix D)

Tenderers who do not sign the Form of Tender and Non-Collusion Certificate will be excluded from the tender process.

Tenders should be marked for the attention of Jayne Green and returned to the following email address:

FAO: Jayne Green, Project Manager

leisurecentretenders@winchester.gov.uk

Deadline: 1200, Wednesday 31st October 2018

Tenderers are to submit 1no electronic copy leisurecentretenders@winchester.gov.uk. This mailbox is for the receipt of tenders only and so will not be monitored or checked until the tender deadline has passed.

WCC reserves the right to request clarification and/or further financial information where required to conduct a fair assessment, and also reserves the right to interview tenderers where required.

Any tenders received after 1200 on Wednesday 31st October 2018 will be not accepted.

Tender Clarifications:

All requests for clarification or further information should be addressed for the attention of Jayne Green, Winchester City Council. No approach of any kind in connection to this project should be made to any other person within, or associated with WCC.

All clarifications are to be emailed to leisurecentreproject@winchester.gov.uk.

All clarifications will be logged using the pro-forma contained in Appendix E. Clarifications will be distributed to all those who have expressed an interest in submitting a tender for the services.

The deadline for submission of tender clarifications is 1600 Wednesday 17th October 2018.

With final responses to be issued by 1600 Wednesday 24nd October 2018.

Please ensure all clarifications are sent to the leisurecentreproject@winchester.gov.uk mailbox and not the leisurecentretenders@winchester.gov.uk mailbox to ensure a swift reply.

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Form of Tender

Tenders are required to complete and sign the Form of Tender contained in Appendix C and return with their tender submission. **Tenderers who do not do so will be excluded from the tender process.**

Non-Collusion

Tenders are required to complete and sign the Non-Collusion certificate attached contained in Appendix D and return with their tender submission. **Tenderers who do not do so will be excluded from the tender process.**

Tender Conditions Disclaimer, Confidentiality and Related Matters

By receiving this Invitation to Tender (ITT), the Tenderer organisation agrees to keep confidential the information contained in the tender documents or made available in connection with any further enquiries. Tenderers should not disclose the fact that they have expressed an interest to tender for the service requirements referred to in part 3 of this ITT (Service Requirements) or propose to submit a tender (defined hereinafter) to any other parties other than on a strictly confidential basis to those parties whom they need to consult for the purposes of preparing the tenders. The ITT may be made available to the employees and professional advisors directly involved in the appraisal of such information.

The ITT shall not, either in whole or part, be copied, reproduced, distributed or otherwise made available to any other party in any circumstances without prior written consent from WCC, nor may it be used for any other purpose than that for which it is intended.

Neither WCC, its technical, financial or legal advisors nor any other advisor (or the directors, officers, members, partners, employees, staff, agents or advisors of any person):

- makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT. Any persons considering making a decision to submit a tender and/or enter into contractual relationships with WCC following receipt of the ITT should make their own investigations and their own independent assessment of WCC and its Services Requirement, and should seek their own professional technical, financial and legal advice
- accepts any responsibility for the information contained in this ITT or for its fairness, accuracy or completeness. Nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication. Only the express terms of any written contract/s relating to the subject matter of this ITT, as and when it is executed, shall have any contractual effect in connection with the matters to which it relates
- will be liable for any costs incurred by a Tenderer responding to the ITT, whether incurred by them directly or their advisors or sub-contractors including (but not limited to) the development and submission of tenders and attendance at any meetings or interviews thereafter.

The publication of this ITT in no way commits WCC to award any contract pursuant to any procurement process.

In so far as it is compatible with any relevant laws, WCC reserves the right, without prior notice, to change the basis of, or the procedures for, the competitive process for the award of the contract or to reject any or all tenders. In no circumstances will WCC incur any liability in respect of the foregoing.

Tenderers should read these instructions carefully before completing the ITT documentation. In submitting a tender response, Tenderers confirm that they have read and understood the contents.

Failure to comply with these requirements for completion and submission of the tender response may result in the rejection of the tender.

WCC requires adherence to all instructions and conditions within this ITT from each of the Tenderers and the participation in the tender process by each Tenderer shall be construed as unqualified acceptance of such obligations by and on behalf of that Tenderer.

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The ITT is provided on the same basis to all organisations who have expressed an interest. WCC will not provide any further information, other than clarification of the information included in supplied documents, during the tender process.

The ITT supersedes all previously published documentation relating to this procurement, and should be read as a stand-alone document. In evaluating Tenders from Tenderers, WCC will only consider information provided in response to or arising from the ITT.

Amendments to ITT

Throughout the procurement, WCC may issue ITT Updates, which will be identified by a version number and the date. No other statements issued by WCC in relation to the ITT shall constitute ITT Updates unless subsequently ratified by an ITT Update.

Such ITT Updates will contain details of any amendments to the ITT, together with any further information, which may assist the Tenderers in the preparation of their submissions.

WCC reserves the right to make amendments to the ITT at any time up to the conclusion of the procurement.

Data Protection Act

Tenderers shall at all times:

- comply with the Data Protection Act 2018 and the General Data Protection Regulation (GDPR) (together referred to as the Data Protection Legislation (DPL) and including subsequent amendments and legislation);
- maintain the confidentiality of personal data to which they have authorised access pursuant to this ITT;
- indemnify WCC and keep WCC indemnified against all costs (however incurred) arising from loss, destruction, corruption, unauthorised use/disclosure of the personal data supplied by WCC to the Tenderer or procuring of that personal data contrary to the DPL by the Tenderer, its servants or agents;
- process personal data supplied to the Tenderer by WCC only in accordance with WCC's written instructions and ensure that its servants or agents also process the personal data in accordance with WCC's written instructions; and
- implement appropriate technical and organisational measures to ensure the security of personal data supplied to the Tenderer by WCC.

Freedom of Information Act

Tenderers are to note that WCC is subject to the Freedom of Information Act 2000 (the FOIA) and the Environmental Information Regulations 2004 (EIR). Under the FOIA and EIR, members of the public or any interested party may make a request for information held by WCC at the time of the request.

Following such request, WCC will consider the disclosure of any information, including price quotes, contained in tenders both successful and unsuccessful, subject to the exemptions of the FOIA and the EIR. Tenderers should be aware that attaching a blanket label of 'private and confidential', 'commercially confidential' or

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similar to a tender may not exempt those tenders from disclosure under the FOIA or EIR.

If a Tenderer considers that all or any part of their tender and/or any specific information contained therein constitutes a “trade secret”, or that the tender or information is commercially sensitive information, disclosure of which would be likely to prejudice the commercial interests of any party, or believes that a duty of confidentiality applies or otherwise considers that such documents and/or information falls within any other exemption set out in the FOIA or EIR, the Tenderer should:

- attach information it considers to be commercially sensitive (e.g. costing or trade secrets) in a separate schedule marked ‘commercially sensitive information’ or ‘trade secret’ and include a time limit for the sensitivity of the information; and
- in respect of such schedule and/or specific information, identify the particular FOIA exemption that the Tenderer claims applies in the particular circumstances. Tenderers should do so in full knowledge of the relevant terms of the Freedom of Information Code of Practice (the Code) issued in July 2018 under Section 45 of the FOIA, giving advice to public authorities on the handling of requests under the FOIA. This will enable Tenderers to make such claims based on reasons that address the requirements of the Code. Further information about the FOIA and a copy of the Code is available from the gov.uk website at <https://www.gov.uk/government/publications/freedom-of-information-code-of-practice>.

Tenderers should be aware that, even when they have scheduled or identified relevant documents and/or information and claimed exemption in accordance with this ITT, WCC will have complete discretion in deciding whether such documents and/or information should be disclosed under the FOIA or EIR.

Small Business Enterprise and Employment Act 2015

Tenderers are to note that WCC is subject to the Small Business Enterprise and Employment Act 2015 (SBEEA). Under SBEEA, the Government's Mystery Shopper service is empowered to investigate concerns raised on the Mystery Shopper website about public sector procurement exercises. Contracting authorities are required to assist all investigations and to provide relevant information and/or documents within 30 calendar days of a formal notice. This may require WCC to disclose any information contained in any tender submitted by Tenderers.

By submitting a tender, the Tenderer acknowledges and agrees that WCC has complete discretion in deciding whether such documents and/or information should be disclosed under SBEEA (even where Tenderers have identified certain information in their submissions as confidential) and the Tenderer agrees to waive any contractual or other confidentiality rights and obligations associated with the disclosure of information under SBEEA.

Copyright

Tenderers are reminded that the copyright in this ITT rests with WCC and its appointed advisors. This ITT may not either in whole or in part be copied, reproduced, distributed or otherwise made available to any other third party without the prior written consent of WCC

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except in relation to the preparation of a tender. All documentation supplied by WCC in relation to this ITT is, and shall remain, the property of WCC and must be returned on demand, without any copies being retained.

Conflicts of Interest

WCC requires that all actual or potential conflicts of interest are declared and resolved to its satisfaction prior to the evaluation of tenders.

Without limitation, such conflicts of interest may be perceived by WCC to arise in circumstances where:

- an organisation or any person employed or engaged by or otherwise connected with the organisation is carrying out, or has carried out, any work for WCC in the last three (3) years; or
- an organisation (or its advisors or any person employed or engaged by it) is potentially providing services for more than one prospective Tenderer in respect of the procurement; or
- an organisation employs or engages, or has employed or engaged any person currently or formerly employed or engaged by or otherwise connected with WCC.

Collusive Submissions

Any Tenderer who:

- fixes or adjusts their tender rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person; or
- communicates to any person other than the WCC the amount or approximate amount of its proposed tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the tender for insurance or similar activity); or
- offers or agrees to pay or gives or does 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 act or omission;

will be (without prejudice to any other civil remedies available to WCC and without prejudice to any criminal liability which such conduct by a Tenderer may attract) disqualified.

The Tenderer warrants that their tender shall be bona fide and shall be intended to be competitive and that they have not done and will not do at any time any of the acts set out in above.

Right to Reject / Disqualify a Tenderer

WCC reserves the right to reject or disqualify a Tenderer where:

- a tender response is submitted late, is completed incorrectly, is materially incomplete or fails to meet WCC's Service Requirements which have been notified to Tenderers;
- price or cost proposals appear to be abnormally low;

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- the Tenderer and/or a member(s) of its supply chain satisfy any of the mandatory or discretionary grounds for exclusion per Regulation 57 of The Public Contracts Regulations 2015 at any stage during the tender process and WCC considers that any self-cleaning proposals / measures are insufficient and therefore not accepted;
- the Tenderer and/or a member(s) of its supply chain are guilty of material misrepresentation in relation to information provided by the Tenderer during the pre-qualification stage and/or in connection with any tender response;
- the Tenderer and/or a member(s) of its supply chain contravene any of the terms and conditions of this ITT or other document issued by WCC; or
- there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Tenderer.

Governing Law

This ITT and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of England. The courts of England sitting in Winchester shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this ITT or its subject matter.

4.4 Tender submission

4.4.1 – Company information

Please provide details of:

- Company name
- Company address
- Company number
- Company VAT registration number
- Name, telephone number, email and position of contact for this tender

4.4.2 – Experience

Question:

Part A: Please provide details of your prior experience and suitability for the role.

Part B: Provide a one page CV for each member of your proposed team.

Expected outcome:

Part A: Details of proven experience within the leisure industry, particularly 50m swimming pools with a focus on experience from the past 5 years. Responses should include up to three referees, confirming that the required experience detailed in the Scope of Services (Appendix A) can be met as a minimum.

Page limit: 1 page, A4

Part B: CVs provided for members of the team demonstrating that the proposed team has sufficient relevant experience and expertise to successfully deliver a project of this scale and nature.

The CVs required are to be those intended to be included within the Contract Data in the Form of Appointment as a minimum. Any changes of personnel during the project's duration will require approval from WCC following submittal of a CV and notice in writing.

Page Limit: 1 page, A4 per CV

4.4.3 – Methodology

Part A

Please provide a statement setting out the proposed methodology for provision of NEC Site Supervisor services for the duration of the Construction and handover stages of the project.

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This is to include a review of the Contract design proposals with:

- WCC including Planning outcomes
- WCC's commercial representatives
- WCC's design team

Part B

With a project of this nature there are likely to be a number of technical issues that are critical to the delivery of the project. Tenderers are expected to demonstrate their understanding of these issues and confirm how these will be resolved successfully.

Expected outcomes

Part A

Statement which sets out a clear methodology for the delivery of the scope of services and the project as a whole.

Tenderers are expected to fully engage with WCC to best determine their requirements for the project. This is to include engagement with the retained Client Design team to ensure full understanding of the project design development; in addition to building strong working relationships with the Contractor and Contractor Design team.

Tenderers are expected to fully engage with WCC's commercial representatives and project manager to inform decisions, reports, conclusion of CE's and to ensure Contract compliance.

Page limit: 3 pages A4

Part B

Tenderers are expected to demonstrate their understanding of technical challenges relevant to their commission and how these will be resolved successfully.

Tenderers are expected to provide suggested mitigation strategies with appropriate timescales and action owners.

Added value is considered to be provided by project examples which include the following:

- 50m pool halls (or larger)
- Challenging ground conditions
- 8 court sports hall
- Hydrotherapy pools

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4.4.4 – Fee Proposal

Please provide a fixed price lump sum fee proposal for NEC Site Supervisor services, with a detailed resource proposal in accordance with the Project Programme submitted in Appendix B.

The indicative construction cost is currently estimated to be £32,500,000 and the programme is provided within Appendix B. The construction cost is indicative only and may be subject to increase or decrease; fees are to be based on the detailed resource requirements and will not be subject to amendment based upon the final construction cost.

Construction		
Day Rate	RIBA Stages 5-6	£
Total Price	RIBA Stages 5-6	£
Total		£

The Tenderers total fee will score 60 marks

Please provide detailed resource breakdowns which align to the Project Programme submitted in Appendix B.

WCC reserves the right to request additional time / resource over and above that detailed within the resource breakdown and submitted lump sum fee. These are expected to be charged at the 'Day Rate' submitted above.

All rates are considered to be fully inclusive of, but not limited to, the following expenses:

- Travel
- Printing
- Communications i.e. phones, data, laptops, portable projectors

All rates are considered to be exclusive of the following expenses:

- Surveys
- Physical models for presentation
- Consultation boards
- OS maps
- Planning fees
- Building Control fees

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Should the Tenderer be in any doubt as to any of the above then they are to raise a tender query on the matter without delay.

WCC has the right to omit any services at any time at the sole discretion of WCC.

Tenderers are required to clearly identify all exclusions made within this submission.

Costs will be scored individually whereby the lowest compliant submission will be awarded full marks. All other submissions will then be calculated as a ratio to the lowest cost. This is as per the scoring criteria set out in the next section.

All costs submitted should exclude VAT at this stage.

Tenderers are required to complete and sign the Fees Schedule within their tender submission.

4.4.5 – Insurance

Please confirm that you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:

Employer's (Compulsory) Liability Insurance = £5 million

Public Liability Insurance = £10 million

Professional Indemnity Insurance = £5 million

5. Evaluation

5.1 – Evaluation of responses to 4.4

The criteria which will into account when evaluating tender returns are set out in this section.

During the evaluation period, WCC reserve the right to seek clarification in writing or via interview from any or all of the Tenderers, to assist in its consideration of the tenders.

The weightings are set out in the table on the following page.

Question	Title	Section	Weight	Max Score	Weighted Score
4.4.1	Company information	-	N/A	N/A	N/A
4.4.2	Experience	A	1	5	5
		B	2	5	10
4.4.3	Methodology	A	3	5	15
		B	2	5	10
4.4.4	Cost Submission – Lump sum fee	-	1	60	60
4.4.5	Insurance		N/A	N/A	N/A
TOTAL					100

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5.2 – Quality scoring

All questions will be scored using the below grading and reflecting the 'expected outcomes as specified in Section 4.4, excluding Question 4.4.4 – Fee Proposal which is detailed below, and all Pass/Fail questions.

Score	Title	Description
0	No submission	No information supplied.
1	Unacceptable	Falls short of achieving the expected standard in a number of identifiable respects and/or the proposal highlights significant areas of concern.
2	Poor	Meets the WCC's expectations in all material respects, with weaknesses or concerns in some areas.
3	Adequate	Meets the WCC's expectations in all material respects, with minor weaknesses or minor concerns in some areas.
4	Good	Meets the WCC's expectations in all material respects with no weaknesses or areas of concern.
5	Excellent	Meets the WCC's expectations in all material respects and exceeds the WCC's expectations including offering added value ¹ .

¹ Examples of added value may include where a tenderer has proposed design solutions that could improve the project feasibility and viability or meet the Council's wider objectives.

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5.3 – Fee scoring

Your fixed price lump sum fee proposal submitted in response to 4.4.4 is scored using the following formula:

$$\frac{\text{Lowest fee proposal}}{\text{Submitted fee Proposal}} \times 60$$

Lump sum fees will be evaluated on the **total** submission and not on a stage by stage basis.

5.4 – Notification

The Tenderer selected to proceed to with the project will be formally advised in writing.

Tenderers who have not been selected will be formally advised in writing.

Unsuccessful Tenderers will be entitled to receive feedback on their tender submissions and their respective scoring upon request.

Appendix A - Scope of Service Required

The NEC Supervisor will independently monitor, report and take pro-active action in relation to any elements of the project that do not conform to the specified standards.

The NEC Supervisor will be an appropriately skilled inspector (as recognised by the Institute of the Clerk of Works & the ICE Supervisors Accreditation list). Knowledge of BIM Information to Level 2 is preferred. Prior experience of 50m swimming pools and complex ground conditions is required.

Principle responsibilities

1. Undertake visual Site Quality Inspections, in addition to any necessary intrusive inspections throughout the course of the project in line with the inspection requirements of the construction programme. This is anticipated to be an average of 2 days a week on site throughout the project, with an increase to 3 days per week for the last month prior to completion.
2. Submit a monthly Site Quality Inspector's report to the Project Manager for approval. This is to include the following information:
 - i. Record of labour on site inc. identification by trade
 - ii. Weather record
 - iii. Non-conformities (including contractual references as necessary)
 - iv. Samples status (to include off-site samples)
 - v. Health and Safety assessment
 - vi. Progress review inc. assessment of resources against critical path activities
 - vii. Photographic evidence of site progress (date marked)Report format to be agreed with the Project Manager.
Informal updates are to be provided weekly to the Project Manager.
3. Review Works Information, Site Information and Contract Terms to identify any key considerations, risks and discrepancies to the Project Manager.
4. Thoroughly review the Contract documents and comment upon Contractor Proposals compliance with Employers Information Requirements.
5. Advise the contractor on potential buildability and quality issues with the contractor's proposals and work collaboratively to develop solutions for review with the wider professional team.
6. Submit records (including recommendations for rectification) on any aspect of the works including quality, which do not conform to the plans, specifications of schedules of works and other documentation that might be unsatisfactory for any other reasons of designs, works or cost.

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7. Refer recommendations for a decision or further instruction to the Project Manager.
8. Supervise works involving maintenance, alterations or additions to the building in line with the drawings, specifications and instructions.
9. Interface and input into the Contractor's Inspection and Test Plan to deliver Works Information in line with quality requirements. Coordination with the Client's technical team will also be required to consider any additional testing and inspection requirements.
10. Continuously monitor work on site in accordance with the Contractors Method Statements and the Construction Health and Safety plan and endeavour to ensure the safety of all persons affected by the works. Promptly report breaches to contractors and consultants in written form.
11. Check that the works comply with legal and health and safety requirements.
12. Review progress against the building programme and advise on any likely cause for delay to the Project Manager.
13. Review Contractor submitted samples in accordance with the Contract.
14. Support the Project Manager in discharging duties under the contract including, but not limited to, review of Early Warning / Compensation Event notices and review of Programmes submitted for Acceptance
15. Work in collaboration with the Designers and Project Manager to ensure projects, both pre and post contract, run smoothly and objectives are achieved.
16. Where approval samples are available, compare work carried out against samples and ensure that it is consistent with the original. Take measurements and samples where appropriate.
17. Check that progress is maintained according to the building programme and advise on any likely cause of delay.
18. Prepare and attend snagging inspections and advise the schemes consultant prior to the issue of Completion. Ensure that schedules of defects after completion are maintained and the schedules are maintained until the defects date.
19. Allow for attendance at Commissioning and handover, both before and after practical completion of the works is certified.
20. Issue the defects certificate on the defects date.
21. Attend Contractor progress meetings inc. review and comment on Contractor Progress Reports for Project Manager's consideration.

Appendix B – Strategic Programme

Winchester Sport & Leisure Park - Draft Construction Sequence is included as an attachment..

Appendix C – Form of Tender

Form of Tender

FAO: [insert name]

Dear Sirs

Winchester City Council

Tender for NEC Site Supervisor Consultancy Services.

We confirm that:

1. Our Tender and offer is a bona fide proposal, intended to be competitive and submitted in accordance with the requirements of the ITT and we have read, understood and accept the terms and conditions described in the ITT.
2. The information supplied in our Tender (including any clarifications issued in relation to it) is, to the best of our knowledge, accurate.
3. Our Tender will remain valid and capable of acceptance for 120 days from the deadline for submission of Tenders, and if it is accepted, we will execute such documents in the form of the appointment forming part of the ITT where called to do so (subject to any further clarification or supplementing required by Winchester City Council).
4. We understand that in the event of Winchester City Council entering into a contract with us (Contract) the answers to the questions set out in our Tender will be binding upon me/us and any misrepresentation may lead to termination of the Contract.
5. We have not communicated any detail of our Tender to any "Person" (meaning any individual, firm, company or other body corporate (whether sole or aggregate) and any association (whether or not that it has separate legal personality)) other than in confidence to employees, potential sub-contractors and professional advisers directly and legitimately involved in the bidding process for the Contract.
6. We have not fixed or adjusted the proposals set out in the Tender or entered into any arrangement or understanding with any Person whereby either we or such other Person will cease to tender, or tender in a particular manner, in connection with the contract, either by agreement or arrangement, whether formal or informal and whether or not legally binding, with any Person or with knowledge of the whole or any part of the proposals being put forward by any Person (in each case, save for legitimate purposes with our professional advisers and/or potential subcontractors and consultants necessary for the purposes of preparing our Tender).
7. Except as contained in our formal submissions to Winchester City Council as part of the tender process, we (including Persons employed by me/us or acting in my/our behalf) have not canvassed, solicited or otherwise sought, and will not, before the award decision has been made, canvass, solicit or otherwise seek to influence any member, officer, servant or employee or agent of Winchester City Council in connection with the establishment of the contract or procurement process for it,

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NEC Site Supervisor Consultant Instruction to Tender

including but not limited to the award of any contract there under; and (except for such information regarding the contract or procurement process as has been set out in Winchester City Council's formal ITT) we have not obtained or attempted to obtain any information in connection with the procurement process from any such Person, whether directly or indirectly.

8. We have not offered or agreed to pay or give, or reached any understanding as to any payment or the giving of, any sum of money, other gift, inducement or consideration or otherwise committed any offence under the Bribery Act 2010 in connection with our Tender for the contract (save in respect of the proper pricing information as may be expressly set out as part of the Tender).
9. We further undertake that we have not and will not seek to recruit any Winchester City Council employee who has during the year prior to the date of this Tender been employed on matters relating to the contract and that no person employed by us or acting on our behalf will do any such act without Winchester City Council's permission, save that nothing in this provision shall prevent any Winchester City Council employee from responding independently to a job advertisement placed as part of an open and legitimate recruitment process.
10. We have all requisite authority to sign this Form of Tender, we have complied with all the requirements of the ITT and we acknowledge that serious civil and/or criminal liability may arise from the giving of false or misleading confirmations on any one or more of the matters set out above.
11. We understand that you are not bound to accept the most economically advantageous Tender or any Tender you may receive.

For and on behalf of:

Dated: _____

Signature: _____

*

Name: _____

*

Address: _____

Position: _____

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NEC Site Supervisor Consultant Instruction to Tender

*Please complete with block letters.

Appendix D – Non Collusion Certificate

Non-Collusion Certificate Relating to the Tender for NEC Site Supervisor consultancy services.

For the attention of:

In recognition of the principle that the essence of tendering is that Winchester City Council shall receive bona fide competitive Tenders from those tendering, we certify that we have not fixed or adjusted the amount of our Tender by, 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 the Tender any of the following acts:

- communicate to a person other than the person calling for the Tenders the amount or approximate amount of the proposed Tender, except where the disclosure, in confidence, was necessary to obtain insurance premium quotations required for the preparation of the Tender;
- enter into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted;
- 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 caused or having caused to be done in relation to any other Tender or proposed Tender for the Services any act of the sort described above.

Any breach of this declaration shall entitle Winchester City Council to cancel any contract or any other agreement without notice or payment of any kind.

In this certificate, the word “person” includes any person or anybody or association, corporate or un-incorporated and “any agreement or arrangement” includes any such transaction, formal or informal, and whether legally binding or not.

Signed:.....

Name:.....

Status:.....

For and on behalf of:.....

Date:.....

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Appendix E – Clarification Pro Forma

This document is included as an attachment.

Appendix F – Query Pro Forma

This document is included as an attachment.

Winchester City Council
Colebrook St
Winchester, SO23 9LJ