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| INVITATION TO TENDER  Provision of COST CONSULTANT / QUANTITY SURVEYOR Services  Accrington Market Chambers National Lottery Heritage Fund  Hyndburn Borough Council | | 20 Nov 2024 |
| Prepared By Daisy Pepper  Senior Project Manager  E: Daisy.Pepper@uk.rlb.com  T: +44 7469 379577 |  |  |

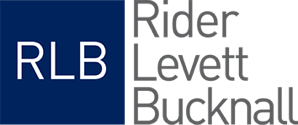


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Authorisation

|  |  |
| --- | --- |
|  |  |
| This report has been prepared by: | Signature…………………………………………………...  Daisy Pepper |
| and authorised for issue by: | Signature…………………………………………………...  Noel Devine |
|  |  |

# INVITATION TO TENDER

By participating in this ITT, you are indicating your acceptance to be bound by the guidelines set out in the enclosed ITT letter. Key details of the Client’srequirements are outlined below, and should be taken into account in your response.

To simplify exchange of information regarding this ITT, please nominate a Bid Manager (together with their deputy) and relevant contact telephone number, and email addresses.

Please direct any questions regarding the ITT content or process to the Client representative named below. You should not contact any other Clientpersonnel in regards to this tender unless directed to do so by the namedrepresentative below. The Client reserves the right to disqualify and reject proposals from suppliers who do not comply with these guidelines. All questions should be submitted in writing to the email address below.

Only communications made by your Bid Manager (or their deputy) to our named representative will be taken into account during the pre-contract ITT period.

As part of this ITT process the Client makes no obligations in any way to:

* pay any bidder for any ITT response; or
* award the contract with the lowest bid; or
* include suppliers responding to this ITT, in any future ITT; or
* make any other commitment to bidders whatsoever.

I look forward to receiving your response.

Yours sincerely,

Daisy Pepper

Senior Project Manager

Daisy.Pepper@uk.rlb.com

# INTRODUCTION

## Overview: Purpose of the Tender

* + 1. Hyndburn Borough Council (HBC) is currently in the Development Phase of a round 1 application to the National Lottery Heritage Fund which will focus on the redevelopment of the 19th century listed Accrington Market Chambers (AMC) to create a new Heritage Museum, with the community, for the community.

HBC wishes to appoint a suitably qualified and highly experienced Cost Consultant/Quantity Surveyor (QS) to work with the Architect-Led Design Team, Exhibition Design Specialist, and Project Manager on the Pre-development, Development, and Delivery Phases – RIBA 2 to RIBA 6. This shall be in accordance with the RIBA Plan of Work 2020. RIBA Stage 1 design has been completed.

The person or firm(s) appointed to this QS role will be managed by HBC as Project Manager. There will be a primary point of contact in the QS team to ensure effective communication with the Project Manager. Other key roles are the Architect-Led Design Team and the Exhibition Design Specialist. The Project Manager will co-ordinate input from the AMC core project team.

For the purpose of this document, references to a Cost Consultant or Quantity Surveyor (QS) will be used interchangeably.

The deliverables for the project are:

* Production of fully itemised Cost Plans for the Capital Works and production of relevant procurement documents.
* Contribution to National Lottery Heritage Fund Delivery (Round 2) grant applications; experience of a National Lottery Heritage Fund capital project is required.
* Assistance in procurement of Principal Contractor and delivery of Capital Works project.
* A Management & Maintenance Plan Evaluation of the project on completion. Contribute to relevant post-completion activities, such as production of operation and maintenance manuals, lessons learnt exercises, community events, and so on.
* Contract Administration during RIBA 5 (dependent on main works contract chosen. Contract type TBC).

Subject to satisfactory performance and funding being secured for the Delivery Phase, the Cost Consultant may also be commissioned, through this same tender process, to work with the Project Manager and design team to deliver the implementation of all building works, including service installations from initial concepts through to completion and handover.

If successful, work undertaken in the Delivery Phase will include:

* RIBA Stage 4 Cost Plan.
* Contract administration of the Capital Works Project up to completion and handover at RIBA Stage 6.
* RIBA Stage 5 and 6 cost management duties, including Valuations and Final Account.

However there is no guarantee that Delivery Phase services will be required, and bidders should take account of this.

* + 1. The QS will also work very closely with the HBC and other key stakeholders to ensure the successful development and delivery of the AMC Heritage Museum.
    2. This ITT sets out the background to the project, the tender process, timescales, and management arrangements. It has been issued to obtain a fixed fee proposal with itemised detail for both the Development and Delivery Phases and shall include all of the above disciplines relating to design and specialist advisory services for the redevelopment of AMC.
    3. These instructions to bidders and all other documents forming this Invitation to Tender, form the tender documents.
    4. The required Services are described in detail in this document under Section 4 SPECIFICATION. Note that the budget amount is only an estimate, and therefore a competitive tender is expected. The estimated project budget for undertaking the Delivery Phase from RIBA 4 to 6 (excluding contingency, inflation, and fees) is currently £4,516,944 although this is subject to change.
    5. The tenderer is deemed to have fully acquainted themself with the tender documents and to have taken these into account in their tender price, for all matters affecting the Service contract.
    6. Tender submissions shall remain open for acceptance without alteration for a period of 180 days, following the tender return date.

## Project Specifics

* + 1. Accrington Town Square sits at the heart of Hyndburn Borough, with four prominent historical buildings at its corners: AMC, Accrington Market Hall, Accrington Town Hall, and Burton’s Chambers. The redevelopment of AMC is part of the regeneration of the town square.
    2. Nestled within an important conservation area, AMC is a locally listed building, holding a pivotal position in the town's architectural landscape. Despite historical challenges, including under listing, Accrington boasts an impressive array of 24 listed buildings within the town centre vicinity, underscoring the region's architectural significance and potential for heritage-led regeneration.
    3. With the changing retail market, an oversupply of retail units in Accrington town centre and a recent injection of funding from government, it is imperative that town centre spaces are used in innovative ways which support the local community for the future.
    4. HBC is progressing with significant refurbishment works across key sites. The Market Hall is being redeveloped to offer a traditional retail market alongside an enhanced food and beverage offering. Concurrently, the conversion of Burton Chambers into a modern co-working space is underway. Refurbishment has also commenced on Market Chambers elevations, which will facilitate its future transformation into a heritage museum.
    5. Extensive community consultation has demonstrated strong local interest in heritage, with 95% of residents actively engaging in historical pursuits, often venturing to Manchester, Liverpool, York, and Halifax for cultural experiences.
    6. HBC, in collaboration with the National Lottery Heritage Fund, is leading the redevelopment of AMC as a pivotal component of Accrington’s town centre investment plan.
    7. The council would now like to proceed with the second phase of development by transforming AMC into a vibrant and innovative heritage-focused museum and cultural destination.
    8. The building will be carefully refurbished to be fully accessible and flexible to allow a changing programme of museum, art, exhibition and other cultural activity.
    9. Planning permission Decision Notice ref 11/23/0418 has been obtained by others and the approved description of development is: “*Change of use of the building to provide a new cultural and community facility (Class F1/F2 use), alongside external alterations, repairs to the building facade, and a third floor localised roof extension to accommodate internal access and access to the roof for maintenance”*. A copy of the Decision Notice is included at Appendix A.
    10. AMC, as a new heritage museum, will fill a critical gap by spotlighting Hyndburn's people and their contributions. By embracing innovative exhibition techniques, narrative approaches and participatory programming, the museum will immerse visitors in the vibrant history and ingenuity of local innovators.
    11. A Building Survey Inspection Report of Market Chambers has been undertaken, and is available at Appendix B.
    12. Reports by AEW and Redman are provided within Appendix C and D showing the existing layout and likely proposals.
    13. The outline Conservation Management Plan is included at Appendix E. An updated Conservation Management Plan will be provided to the professional team prior to RIBA Stage 2 commencement, and should be used to inform the design development.
    14. Sustainability is to be considered throughout the project, including but not limited to environmental sustainability, financial sustainability, lifecycle costings, materials selection, etc.
    15. It is important that consideration is made for all information produced by the Cost Consultant to be accessible and available to all members of the project team and stakeholders.
    16. Note that any remedial or new work will have to be implemented in accordance with current statutory requirements while still being sympathetic to the needs of historic building fabric.
    17. In carrying out the refurbishment and conversion of AMC, HBC aims to transform the building into an impressive asset for the future.
    18. The Project Manager, QS, Architect-Led Design Team, together with the Exhibition Design Specialist, will be pivotal in developing and delivering this flagship project.
    19. Floor areas shown below:

| **Floor** | **Accommodation & Measurements** |
| --- | --- |
| Ground | Gross Internal Area 687 sqm - 7394 sqft |
| First | Gross Internal Area 720 sqm - 7750 sqft |
| Second | Gross Internal Area 720 sqm - 7750 sqft |
| Gross Internal Area | 2127 sqm - 22894 sqft |

## Pre-Development Phase

**Pre-Development Phase – Methodology, Outcomes and Professional Team Services:**

On appointment, the successful bidder will be expected to implement the following:

* Take delivery of the client’s brief. Note this may have been revised slightly since concepts were initially agreed at RIBA Stage 1.
* Contribute to a short presentation to the client and key stakeholders of the specific project roles, including a description of the duties and responsibilities that will be attributed to each one.
* Advise the client and stakeholders what they will be asked to contribute (in a timely manner) to ensure the smooth running of the project.
* Give a broad overview of the process and methodologies that will be used to achieve key milestones.
* Help establish and adhere to the communication system set up by the Project Manager, which is to include regular meetings (virtual or in person) plus a reporting strategy for the professional team (Project Manager, Cost Consultant, Exhibition Design Specialist, and Architect-Led Design Team), the client team, funders, and other stakeholders.
* Provide digital support as necessary and share documents on a cloud-based platform.

## Development Phase

**2.4.1 Development Phase – Methodology, Outcomes, and Professional Team Services:**

During the Development Phase of the project the EDSwill build upon the solid work completed in RIBA Stage 1. The team will further develop and expand the depth of project detail through considered research and studies, commissioning specialist plans and surveys as necessary.

The Cost Consultant will provide cost planning services and monitor costs for the RIBA Stage 2 and 3 designs, including production of RIBA Stage 2 and 3 cost plans.

The team will work closely with the Project Manager to ensure that this information feeds directly into a fully co-ordinated and costed RIBA 3 design which will be submitted with the final National Lottery Heritage Fund grant application for the Delivery phase.

The appointed consultant will work in consultation with Hyndburn Borough Council and key stakeholders such as the Project Manager, Architect-Led Design Team, and Exhibition Design Specialist.

**2.4.2 Development Phase – Programme Delivery**

The Development Phase will last for approximately 6 months until our target submission date for the National Lottery Heritage Fund Round 2 application in summer 2025. This will depend on successful implementation of the Project Execution Plan. The deadline for the RIBA Stage 3 design to be complete is 31st July 2025.

**2.4.3 Development Phase – Procurement Strategy**

The appointed QS shall contain all required specialisms to deliver the quality and quantity of work required for a successful final National Lottery Heritage Fund application.

HBC will have a direct appointment with the Cost Consultant, via the NEC4: Professional Services Contract (PSC), draft included at Appendix F. The Collateral Warranty wording is included at Appendix G, and the client requests that the supplier agrees to the terms.

It is a requirement that the design be progressed to RIBA Stage 4 prior to tendering the construction works. However this may be reviewed following the appointment of the Professional Team to ensure that the restoration is delivered to an acceptable quality.

The Cost Consultant will initially be appointed to contribute to all aspects of the Development Phase. Subject to satisfactory performance and if the necessary funding for the Delivery Phase is secured, the commission may be extended to cover implementation of the Delivery Stage of the project. **However, there is no guarantee that Delivery Stage services will be required.**

**2.4.4 Development Phase – Outcomes**

Feed into the Project programme to cover the following:

* (i) Cost Plan development
* (ii) procurement of contractors and
* (iii) documentation for the Capital Works
* Identification of any Enabling or Ancillary Works that may be necessary.
* Co-ordinated and fully costed designs to RIBA Stage 3 for all construction, service installations/alterations, where applicable.
* Preparation of tender documents for Contractor procurement supporting the Project Manager.
* The Project Manager will have responsibility for the management of the procurement process, the QS will need to support this process with timely information and documentation.
* Understanding and benchmarking of similar Heritage Projects to help the team develop the plans and support a greater understanding of the National Lottery Heritage Fund process.
* Contribution to Round 2 Delivery Phase application for a National Lottery Heritage Fund grant covering RIBA Stages 4-6.

**2.4.5 Development Phase – Professional Team Services Required**

To fulfil the project outcomes the Cost Consultant will be responsible for providing cost planning services and monitoring costs, as per the following:

* RIBA 2 Concept Design.
* RIBA 3 Spatial Co-ordination.
* RIBA 4 Technical Design.
* RIBA 5 Construction.
* RIBA 6 Handover.
* Consideration of the importance of heritage.
* Consideration of potential future uses of the building.

Key services are summarised below with further details available in **Section 4 – SPECIFICATION.**

1. **Cost Consultant**

The following services are expected:

RIBA Stages 2 and 3

* Providing consultancy advice to the Project Manager, design team and client.
* Working closely with the Architect-Led Design Team and Exhibition Design Specialist from an early stage.
* Collaboration and Co-ordination with all appointed consultants to understand wider project costs.
* Attend meetings and provide reports as necessary.
* Participate in stakeholder and public consultation events where required.
* Assisting in the programming of project timescales.
* Provide contract & procurement strategy report.
* Assist in defining and delivering project objectives.
* Production of RIBA Stage 2 Cost Plan.
* Co-Production Strategy Integration.
* Budget Allocation.
* Value Engineering Opportunities.
* Cost Impact Assessment.
* Stakeholder Engagement Support.
* Production of RIBA Stage 3 Cost Plan.
* Cost Control Measures.
* Change Management.
* Reporting and Documentation.
* Value Management Workshops.
* Stakeholder Communication.
* Determine outline costs to inform the National Lottery Heritage Fund Development Phase Review.
* Production of information to support contractor procurement process.
* Input to co-ordinated RIBA Stage reports.

## Delivery Phase

**Please Note: Subject to satisfactory performance and funding being secured for the Delivery Phase, the Professional Team may also be commissioned through this tender to manage the implementation of all works in the Delivery Phase.**

**However there is no guarantee that delivery stage services will be required, and bidders should take account of this.**

**2.5.1 Delivery Phase – Methodology, Outcomes, and Professional Team Services:**

For the Delivery Phase, the appointed Cost Consultant will produce the RIBA Stage 4 Cost Plan, assist with procurement of the contractor, act as the Contract Administrator, and continue the role of Cost Consultant for RIBA Stages 5 and 6.

**2.5.2 Delivery Phase – Methodology**

During the Delivery Phase of the project, the Project Manager will manage and oversee the implementation of all building works agreed at Development Phase. They shall also ensure delivery of the key heritage outputs and outcomes.

The design will need to be taken to RIBA Stage 4 and drawings produced that can be used as a basis to tender for a Contractor to undertake the works (RIBA Stages 5 and 6).

All works will need to be delivered in line with relevant guidance provided by National Lottery Heritage Fund.

**2.5.3 Delivery Phase – Programme**

If successful in securing funding, it is expected the Delivery Phase will commence in March 2026 and last until the completion of capital works, estimated to be December 2027.

**2.5.4 Delivery Phase – Procurement Strategy**

Subject to satisfactory performance and funding being secured for the Delivery Phase, the Professional Team may also be commissioned through this tender to manage the implementation of all capital works at Delivery Phase.

The appointed Cost Consultant shall contain all required specialisms to deliver the quality and quantity of work required as detailed in the Round 2 National Lottery Heritage Fund application.

As with the Development Phase, HBC have a direct appointment with the Cost Consultant, via the NEC4: Professional Services Contract (PSC), draft included at Appendix F. The Collateral Warranty wording is included at Appendix G, and the client requests that the supplier agrees to the terms.

Note that the appointed Cost Consultant will be expected to produce tender documentation for the appointment of the Delivery Contractor.

The Project Manager, together with the professional team, will lead the evaluation/appointment process of the Delivery Contractor.

HBC will procure the contractor and have a contract directly with them. Form of contract TBC, however the proposed arrangement is to appoint a Main Contractor via an industry standard contract who may then appoint a specialist exhibition fit-out contractor as their sub-contractor.

The Cost Consultant will initially be appointed to contribute to all aspects of the Development Phase. Subject to satisfactory performance and if the necessary funding for the Delivery Phase is secured, the commission may be extended to cover the implementation of the Delivery Stage of the project**. However, there is no guarantee that Delivery Stage services will be required.**

**2.5.5 Delivery Phase – Outcomes**

Below is a summary of the expected outcomes and outputs for the Delivery Phase:

* + Management and implementation of the construction plans to RIBA Stage 6, to agreed timescales, costs, and quality standards and in accordance with National Lottery Heritage Fund and other applicable guidelines.

**2.5.6 Delivery Phase – Professional Team Services Required**

HBC intends to appoint a cohesive Cost Consultant to deliver the project.

Key services are summarised below with further details available in **Section 4 – SPECIFICATION.**

1. **Cost Consultant**

The following services are expected:

RIBA Stages 4, 5 and 6

* Providing consultancy advice to the Project Manager, design team and client.
* Collaboration and Co-ordination with all appointed consultants to understand wider project costs.
* Attend meetings and provide reports as necessary.
* Assist in the programming of project timescales.
* Detailed Cost Estimation to facilitate production of the RIBA 4 Cost Plan.
* Cost Control Measures.
* Change Management.
* Reporting and Documentation.
* Value Management Workshops.
* Advise on alternative procurement options.
* Liaise with the Client’s insurance advisers and advise on construction related insurances, warranties/third party rights, bonds for performance and other purposes, right and obligations of the parties to the building Contract.
* Liaise with the Client’s legal advisers and advise on the use and/or amendment of construction industry standard forms of Building Contract or contribute to drafting of particular Client requirements.
* Production of information to support contractor procurement process.
* Tender Documentation and Tender Process support.
* Stakeholder Communication.
* Contract Documentation Support.
* Prepare life-cycle cost studies and estimates of annual running costs.
* Undertake site inspections for valuations at RIBA 5.
* Advise the client on scope deviations in contractor’s works.
* Advise the client on proposed variation / change costs.
* Monitor agreed variation / change costs.
* Undertake role of Contract Administrator at RIBA 5 and 6.
* Monitor contingency.
* Certify Practical Completion.
* Release of half retention at Practical Completion.
* Undertake inspections at expiry of Rectification Period / Defects Liability Period.
* Certify Making Good Defects.
* Final account and release of full retention.

# INSTRUCTIONS FOR TENDERING

## General Tendering Information

* + 1. These instructions are designed to ensure that all tenderers are given equal and fair consideration. It is important therefore that you provide all information asked for in the format and order specified in the tender documents. If you have any doubt as to what is required or will have difficulty in providing the information requested, please submit a question via [daisy.pepper@uk.RLB.com](mailto:daisy.pepper@uk.RLB.com) copied to [ruta.valasinaite@uk.rlb.com](mailto:ruta.valasinaite@uk.rlb.com)
    2. HBC reserves the right to contact and take up references. Tenderers are required to provide details of three references for work of similar scale and nature in the ITT submission.
    3. Tenders shall be submitted in accordance with these instructions.
    4. Tenders that do not comply with any mandatory requirement (i.e. Where the words “shall” or “must” are used) will be rejected.
    5. This ITT does not constitute an offer and HBC does not undertake to accept any tender. HBC reserves the right to accept a tender in part, rather than in full.
    6. Whilst the information contained in this ITT is believed to be correct at the time of issue neither HBC, nor its advisors, will accept any liability for its accuracy, adequacy or completeness nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from this ITT (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise available) to any tenderer. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of HBC.

## Confidential Nature of Tender Documentation

* + 1. Documentation in relation to this Invitation to Tender and any tenders received by HBC in response to it shall be treated as private and confidential save where the disclosure is required by law.
    2. Other than with professional advisers or sub-contractors that need to be consulted with regards to the preparation of the tender, tenderers shall not:
* Disclose that they have been invited to tender;
* Discuss the Invitation or the Tender they intend to make;
* Release any information relating to the ITT and/or the Tender that they intend to make;
* Devise or amend the content of their Tender in accordance with any agreement or arrangement with any other organisation and/or person, other than in good faith with an organisation and/or person who is a proposed partner, supplier, consortium member or provider of finance;
* Enter into any agreement or arrangement with any other organisation and/or person, other than in good faith with an organisation and/or person who is a proposed partner, supplier, consortium member, or provider of finance;
* Enter into any agreement or arrangement with any other organisation and/or person that has the effect of prohibiting or excluding that person from submitting a Tender;
* Canvass directly or indirectly with any other Tenderer, Member or Officer of HBC (including its consultants and contractors) in relation to this procurement;
* Attempt to obtain information from any of the employees or agents of HBC or their advisors concerning another Tenderer or Tender.
* Pass the ITT documents to any other organisation.
  + 1. If a Tenderer does not observe the points above, HBC will reject their tender and may decide not to invite the Tenderer to tender for future work.
    2. HBC will consider only bona fide bids, which do not refer to any other bid. It shall be entitled to disqualify any application where collusive bidding is suspected.

## Freedom of Information Act 2000 and the Environmental Information Regulations 2004

* + 1. HBC will consider the disclosure of any information, including pricing information (for both successful and unsuccessful tenderers), subject to the exemptions / exceptions under the Information Legislation. Tenderers should be aware that attaching a blanket label of "private and confidential" or "commercial in confidence" to their proposal may not exempt / except the proposal from disclosure under the information legislation.
    2. If a tenderer considers that all or any part of its proposal and/or any specific information contained therein constitute a “trade secret”, or that information contained therein 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 or exception set out in the information legislation, the tenderer should:
* Attach information it considers to be commercially sensitive e.g. Costing or a trade secret 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 exemption/exception that the tenderer claims applies in the particular circumstances. Tenderers should do so in full knowledge of the relevant terms of the secretary of state’s code of practice (the code) under section 45 of the freedom of information act 2000, on the handling of requests under the freedom of information act 2000. This will enable tenderers to make such claims based on reasons that address the requirements of the code.
  + 1. Tenderers should be aware that, even when they have scheduled or identified relevant documents and/or information and claimed exemption, HBC has complete discretion in deciding whether such documents and/or information should be disclosed under the information legislation.

## Disqualification

* + 1. Tenderers should note that in the event of the below points arising, HBC will be entitled to disqualify the relevant tenderer(s):
* Any breach of the requirements of this invitation to tender, the form of tender or the tendering certificate to be provided as part of a tender;
* The commission of any offence under the bribery act 2010 (or under any other legislation or at common law in respect of fraudulent acts) by a tender or anyone employed by it or acting on its behalf (whether such breach or offence is with or without the knowledge of the tenderer); or
* The giving of, or offering to give, any fee, reward or other consideration of any kind as an inducement for doing or not doing any act (or for showing or not showing favour or disfavour) to any person in connection with this procurement process.

## Confliction of Interest

* + 1. It is the responsibility of tenderers to ensure that there are no actual or potential conflicts of interest involved in their commission. HBC must be notified as soon as any actual or potential conflicts of interest arise during the tender. Failure to comply may result in the tender being disqualified.

## Conditions

* + 1. HBC is not liable by way of contract, for any work undertaken or cost incurred by any respondent in connection with the preparation, submission or assessment of any tender. The tenderer is responsible for independently checking and satisfying themselves of the accuracy of the information provided in this brief.
    2. HBC reserves the right to retain all submission material, including that prepared for presentation purposes, and display or otherwise utilise the material as it may consider appropriate, at no cost to them.
    3. Subject to satisfactory performance and funding being secured for the Delivery Phase, the project management team may also be commissioned through this tender to manage the implementation of all building works in the Delivery Phase. There is, however, no guarantee that Delivery Phase services will be required and bidders should take account of this.

## Tender Response

* + 1. This is an Open (1 stage) tender.
    2. All tender returns must be submitted via Find A Tender using the unique tender reference NLHF/QS . Bids submitted through any other means will not be accepted.
    3. Tender Responses must include the following:

1. Signed and completed Form of Tender (section 5.2 of this ITT, and Appendix H)
2. Signed and completed Certificate of Non-Collusion (section 5.3 of this ITT, and Appendix I)
3. Qualitative Assessment response, questions 1-3 (section 5.4 of this ITT)
4. Completed Pricing Submission as a fixed fee in Excel format (section 5.5 of this ITT, and Appendix J)
   * 1. Tenders must be submitted no later than 12:00 noon on 7th January 2025.
     2. It is the tenderer’s responsibility to ensure that their tender arrives in accordance with the instructions above. Tenders received after the submission deadline will not be considered.
     3. Section 4 – SPECIFICATION – included in the tender documents sets out the base information needed to understand HBC’s requirements. The Tender Response documents (included in section 5 of this ITT) are where the tenderer is asked to respond directly to requirements and set out their proposal and associated assumptions. All tenderers are requested to follow the formats set out in the instructions when preparing their responses. Please be clear and unambiguous in all narrative responses.
     4. All required documents must be returned in order to evaluate the tender. If any of the required documents are not submitted with a tender, then HBC reserves the right to reject such tender as non-compliant.
     5. Subject to the following paragraph, if it appears to HBC that there is an error in the tender (including the Tender Response documents) then the tenderer will be invited to confirm their tender or withdraw it within a time specified by HBC.
     6. Where an error relates to the total price of the tender as calculated from other sources, the error will be regarded as being in those other sources. The tenderer will be invited to confirm the total price or withdraw their tender as above.
     7. Tenderers are advised to keep a copy of their tender submission. HBC reserves the right to make a charge for providing a copy of a tenderer’s own bid.

## Communication and Questions

* + 1. All formal communications to HBC are to be made in writing using [daisy.pepper@uk.RLB.com](mailto:daisy.pepper@uk.RLB.com) copying in [ruta.valasinaite@uk.RLB.com](mailto:ruta.valasinaite@uk.RLB.com) This is including, but not limited to, clarification questions and appointments for site visits.
    2. It is the tenderer’s responsibility to ensure any verbal queries or clarifications they generate are confirmed in writing via email. In the event of any misunderstandings reliance on verbal communications will not be permissible.
    3. If a tenderer is in doubt as to the interpretation of any part of the ITT, or if they consider that any of its requirements are ambiguous or conflict with any other requirements, they should contact HBC via email.
    4. No representation, explanation or statement made to the tenderer or anyone else by or on behalf, or purportedly on behalf of HBC as to the meaning of the tender documents, or otherwise in explanation as aforesaid, shall be binding on HBC in the exercise of its obligations under a subsequently awarded contract.
    5. Should any tenderer wish to clarify the interpretation of any part of the ITT requirements, they may submit clarification questions via email. This opportunity exists until the deadline of 12:00 noon 23rd December 2024 after which no undertaking is given to reply. HBC will use their best endeavours to respond as a matter of assistance to the tenderer but it shall not be construed to add to, modify or take away from the meaning and intent of the proposed contract and/or the obligations and liabilities of the tenderer. Tenderers’ messages are managed in standard business hours only, Monday to Friday.
    6. Where an enquiry is beneficial to all tenderers, both an anonymised copy of the clarification question and the response will be communicated to all tenderers. If a tenderer wishes HBC to treat a clarification as confidential and not issue a response to all tenderers it must state this when submitting the clarification question. If, in the opinion of HBC, the clarification is not confidential, HBC will inform the tenderer and the tenderer will have an opportunity to withdraw it. If the clarification is not withdrawn, both the question and response will be sent to other tenderers anonymously.
    7. HBC reserves the right (but shall not be obliged) to seek clarification of any aspect of a tender during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly.

## Site Visits

* + 1. All bidders are urged to attend site. As a part of this tender process, bidders have the option to seek further clarification in the form of a site visit.
    2. It is intended that formal tender site visits will be held between 4th and 8th November 2024 (by prior appointment). Bidders will be required to meet the project team.
    3. Bidders should confirm availability to HBC via email, once HBC confirms the exact site visit date and time.
    4. Any queries arising from site visits should be noted by the prospective bidder and submitted via email. Any responses from HBC will be distributed to all prospective bidders via email.

## Preparation of Tender

* + 1. No alteration or addition shall be made by bidders to any part of the Invitation to Tender except where expressly allowed.
    2. Tenders shall not be subject to any pre-condition or otherwise qualified or accompanied by statements which might be construed as rendering the tender equivocal. Only unconditional tenders will be considered. HBC’s decision as to whether or not a tender is in an acceptable form will be final.
    3. A fully compliant tender must be submitted.
    4. Bidders must obtain for themselves at their own responsibility and expense all information necessary for the preparation of their tender. Information supplied to bidders by HBC’s staff or contained in HBC’s publications is supplied only for general guidance in the preparation of the tender and no warranty is given, unless specified elsewhere in the issued documents. It is strongly recommended to bidders that they satisfy themselves by their own investigations as to the accuracy of such information and no responsibility is accepted by HBC for any loss or damage of whatever kind or howsoever caused arising from the use by tenderers of such information.
    5. Bidders must satisfy themselves, prior to submission of the tender that any certificates demanded in the specifications with regard to the quality and standards of the performance of the services are appropriate in relation to those services.
    6. Tenders and supporting documents shall be in English and any agreement subsequently entered into and its formation, interpretation and performance shall be subject to and in accordance with the law of England.
    7. HBC accepts no liability for any losses suffered by the tenderer as a result of computer viruses. It is the bidder’s responsibility to ensure that files delivered to HBC are free from viruses and HBC may reject a tender which is submitted in a file or files which are, or HBC reasonably suspects are infected with a virus and may also delete such file or files.
    8. It is the bidder’s responsibility to ensure that files submitted are complete and fully accessible by HBC and are not corrupted. HBC accepts no liability for corrupted files or data, and may reject a tender which consists of or contains corrupted or inaccessible files.

## Contract Award/Acceptance of Tender

* + 1. At the conclusion of the evaluation process and subject to the provisos contained in these instructions, HBC will decide to whom the contract will be awarded and the successful bidder will be expected to enter into a formal agreement.
    2. HBC’s Letter of Acceptance together with the documents stated in section 3.7 above and all other documents jointly agreed by HBC and the tenderer as being included, will form the contract between the successful bidder and HBC.
    3. Acceptance of the tender shall only be signified in writing under the hand of the Executive Director (Environment) and no other purported method of acceptance (i.e. telephone call, correspondence from any other officer or site possession) shall be binding on HBC. In addition any action on the part of the successful bidder shall be of no contractual effect and not binding on HBC without an Acceptance Letter under the hand of the said officer being issued to the bidder.

## Evaluation Criteria

* + 1. The final contract award will be to the most economically advantageous tender. The tender evaluation criteria will be based on a combination of Quality and Price which has been specified and weighted in the table below.
    2. Once all evaluations have been completed HBC will add the quality and price scores together to provide a total score for each bidder. The bidder with the highest total score will be recommended to deliver the service.

|  |  |  |
| --- | --- | --- |
| **Criteria** | | **Weighting** |
| **Quality - 70%** | | |
|  | Key Personnel | 30 |
|  | Project Execution | 30 |
|  | Environmental, Social and Governance | 10 |
| **Price - 30%** | | |
|  | Cost Proposals | 30 |
|  | |  |

## Tender Evaluation Scoring Methodology

Bidders to provide responses for Additional Modules 3.13.1 to 3.13.6 inclusive, within Appendix K.

* + 1. Section 1 – Supplier Information

This section is for information only and is required but not assessed. Please provide the following information:

* Registered company name.
* Company number.
* Registered company address.
* Full names, phone numbers and email addresses for the Bid Manager and their deputy.
  + 1. Section 2 – Economic and Financial Standing

Section 2 requires self-declarations regarding whether the firm meets the selection criteria in respect of their financial standing. The answers to the questions will be marked on a Pass/Fail basis. The minimum financial turnover bidders are required to have should be no lower than £500,000.00 (equivalent of estimated annual contract value). The turnover considered will be that of the most recent full year of accounts.

If your organisation is successful in the tender then your financial standing and economic standing may be further assessed in accordance with the evaluation described in the embedded document below.

* + 1. Section 3 – Technical and Professional Ability - References

You must complete the three referees’ details and provide description of similar contracts delivered over the past five years for an initial pass mark. References will be used to verify your experience of, and performance on, similar contracts. **The named referees you provided details of should be prepared to provide written evidence to the authority to confirm the accuracy of the information provided below**.

Referees Details and references will be marked on a Pass/Fail basis as set out below.

Pass:

#### Details of three other clients provided or

#### Satisfactory explanation if you cannot provide three references, and

#### Satisfactory references provided by referee.

Fail:

1. Unsatisfactory response for a) or b) above.
2. Unsatisfactory rating or no confirmation provided by referee.
   * 1. Section 4 – Insurance

The self-declaration answers to the Additional Modules are marked on a Pass/Fail basis. The minimum insurance requirements for this contract are as follows:

* £10m Employer’s liability insurance (as required by law)
* £5m Professional indemnity insurance, for each and every claim
* £10m Public liability insurance

Proof of insurance will be required from the successful bidder.

* + 1. Section 5 – Qualifications and Accreditations

The self-declaration answers to the Additional Modules are marked on a Pass/Fail basis. You must provide an affirmative response to each question to qualify for the next stage.

* + 1. Section 6 – Modern Slavery Act 2015

The self-declaration answers to the Additional Modules are marked on a Pass/Fail basis. You must provide an affirmative response to each question to qualify for the next stage.

## ITT – Quality (70%)

* + 1. This element equates to 70% of the full mark and the scoring of each element of the requirement will use the scoring system as shown in table below.

|  |  |  |
| --- | --- | --- |
| **Criteria** | **Scoring Range** | **Weighting** |
| Key Personnel | 0 to 5 | 30 |
| Project Execution | 0 to 5 | 30 |
| Environmental, Social and Governance | 0 to 5 | 10 |

* + 1. The following scoring mechanism will be used to score the quality question responses:

|  |  |  |
| --- | --- | --- |
| **Score** | **Description** | **Details** |
| 5 | Excellent | An excellent response that addresses all elements of the criterion in an exceptional manner.  It will have significant strengths and few or no weaknesses. It meets and significantly exceeds the requirement. |
| 4 | Good | A good response that addresses most/all elements of the criterion in a strong manner.  It will have strengths and few weaknesses. It meets and exceeds the requirement. |
| 3 | Satisfactory | A satisfactory response that addresses the majority of elements of the criterion in a sufficient manner. The response is characterised some strengths and some weaknesses. It meets most, or much, of the requirement. |
| 2 | Marginal | A marginal response that addresses elements of the criterion in a sub-standard manner.  The response is characterised by few if any strength and many significant weaknesses. It meets some, but not all, of the requirement. |
| 1 | Poor | A poor response that addresses elements of the criterion in a manner that is poor, or without merit. The response is characterised by no strengths of any kind and many significant weaknesses. It meets little of the requirement. |
| 0 | Unsatisfactory | An unsatisfactory response that fails to address the criterion sensibly or fails to address it at all. It does not meet the requirement. |

* + 1. In order to ensure that the successful bidder has met minimum quality standards, any bidder whose score includes two or more answers that are awarded a score of 2 or less, or any awarded of a score of 0, will be deemed to have failed minimum quality standards and will be deselected from the tender process.

## ITT – Price (30%)

* + 1. The pricing schedule submitted will be worth 30% of the overall marks.

The Tenderer with the lowest price will score full marks for Price.

Each remaining Tenderer’s price will be awarded a score based on the percentage difference between their price and that of the most competitive price:

Score = Lowest Tender Sum / (Bidder’s Tender sum x Max. Weighted Available Score)

Please see an illustrated example of the calculation methodology below for clarity:

|  |  |  |  |
| --- | --- | --- | --- |
| **Tenderer A** | **Tenderer B** | **Tenderer C** | **Tenderer D** |
| 15,849 | 17,094 | 25,497 | 31,246 |
| 30% | 27.81% | 18.65% | 15.22% |

A = 15,849 and gets 30%

A divided by B = 15,849 = 0.927

Proportional score 30 x 0.927 = 27.81%

## Interviews / Presentations

* + 1. As part of the tender evaluation process bidders may be required to make a presentation, or attend an interview. Bidders will be notified as soon as possible if they are required to give a presentation or attend an interview. Following the presentations/interviews the scores attained in the written submission may be moderated.

## Indicative Procurement Timetable

* + 1. Below is a table of indicative timescales for the procurement process. Please note that some of these dates may be subject to change. As time is of the essence for this project, only bidders who can meet the timetable set out below should submit a tender for this contract.

|  |  |
| --- | --- |
| **Milestone** | **Target date** |
| Publish Contract Notice (ITT) on Find A Tender portal | 20th November 2024 |
| Formal Site Visits | 4th – 10th December 2024 |
| Clarifications Deadline | 12:00 noon 23rd December 2024 |
| Tender Return Submission Deadline | 12:00 noon 7th January 2025 |
| Tender Evaluation Period | 7th – 20th January 2025 |
| Tender Interviews | 14th – 15th January 2025 |
| Preferred bidder selected & Contract Award Notice issued | 4th February 2025 |
| Standstill Period and Contract Execution | 4th – 17th February 2025 |
| Notify Successful / Unsuccessful Bidders | w/c 4th February 2025 |
| Start Up Meeting | w/c 17th February 2025 |
| Assume fortnightly meetings with Professional Team and Client Team (1 per month on site; 1 per month virtual) |  |
| Deadline for Completion of RIBA Stage 3 design | 31st July 2025 |
| Target date for Submission of Round 2 National Lottery Heritage Fund application and completion of Development Phase work | 29th August 2025 |
| Deadline for Submission of Round 2 National Lottery Heritage Fund application and completion of Development Phase work | 30th November 2025 |
| National Lottery Heritage Fund decision | March 2026 |
| Permission from National Lottery Heritage Fund to proceed with Delivery Phase | March 2026 |
| Performance Review and re-appoint Professional Team to lead Delivery Phase (subject to terms specified) | March 2026 |
| Commence RIBA Stage 4 Design | March / April 2026 |
| Procure and Appoint Contractor | July to November 2026 |

* + 1. The above dates are for guidance only and may be amended by written notice by and at the sole discretion of HBC.
    2. By submitting a tender for the provision of the services, a bidder confirms that it is able to meet the dates above including the provision of all necessary personnel, facilities and information to deliver the services.

# SPECIFICATION

## Briefs and Requirements

* + 1. The tender documents include the following appendices that set out the base information needed to understand HBC’s requirements.
    2. The following briefs are outlined below:
* Cost Consultant.

## Schedule of Services – COst Consultant

* + 1. Roles

The Cost Consultant will be required to work with the Project Manager, Interpretation Planner, Exhibition Design Specialist, and Architect-Led Design Team towards the development and successful completion of the National Lottery Heritage Fund round 2 application in summer 2025.

The National Lottery Heritage Fund round 2 application shall contain co-ordinated design to RIBA Stage 3. This will include drawing contributions from the Exhibition Design Specialist, and Architect-Led Design Team, plus any specialist surveyors or similar not identified in this report but considered necessary to deliver a successful outcome. The application shall also contain RIBA Stage 2 and 3 cost plans produced by the Cost Consultant.

The Cost Consultant will work with the client, design team, and other consultants to detail the Cost Plans related to the design of any alterations required to the current building, to accommodate the new interior spaces.

The Cost Consultant will ensure that the services they offer are provided in accordance with the latest RIBA guidelines.

The final design will support the vision of the HBC and its wider project aims, including aspirations for sustainability. Completed designs will meet best practice standards and shall be fully compliant with all relevant statutory regulations and requirements.

* + 1. Scope and Responsibilities
  1. Act as cost consultant for the project.
  2. Provide input into project development and delivery planning, programming future works and exploring procurement and contract management options.
  3. Have experience of working with heritage buildings.
  4. Support the project manager by contributing to the contractor procurement for the capital works phase.

Throughout this two stage process;

* 1. Obtain all information necessary to complete the service offered.
  2. Co-ordinate consultancy services with the work of other separately appointed members of the design team.
  3. Provide initial scheme and detailed designs for the capital works phase, together with approved schedules and/or specifications.
  4. Provide timely and accurate budget estimates and cost advice to support the proposals. Including but not limited to cost reports and cashflow forecasts.
  5. Advise on the cost of alternative design and construction options.
  6. Advise the client on the likely effect of market conditions.
  7. Develop and maintain the project cost plan and the project cash flow forecast.
  8. Attend regular site visits and project meetings to further delivery of the service offered.
  9. Keep accurate records and submit documentation on request.
  10. Agree schedule of interim fee payments and submit invoices in a timely manner.

# TENDER RESPONSE

## Instructions to Tenderers

* + 1. Tenderers must respond to the questions set out in sections 5.4 and 5.5 which relate to how the service is to be provided. Please answer only the questions provided and do not attach general marketing information.

## Tender Response – Form of Tender

* + 1. Tenderers must complete the Form of Tender at Appendix H.

## Tender Response – Certificate of Non-Collusion

* + 1. Tenderers must complete the Certificate of Non-Collusion at Appendix I.

## Tender Response – Qualitative Assessment (70%)

The Tender Response questions are set out below. Please provide your answer to each question in the designated cells in no more than two pages per question. Where additional document uploads are requested, such as CVs or certificates, this is permitted. Clearly indicate on each document the question number to which any additional document uploads relate. All responses to quality questions are to be in Word format, unless specifically requested in alternative format.

This section should be completed with reference to **Section 4 – SPECIFICATION**.

* + 1. question 1 key personnel (30%)

|  |  |
| --- | --- |
| **Ref** | **Requirement** |
| **1(a)** | Team  Provide CVs of the individuals within your team who will have prime responsibility from appointment to completion for the delivery of all services that are part of this commission.  For each individual, include their relevant experience in the context of this project. Describe their role on relevant projects and how they successfully applied their technical skills.  Your response should demonstrate your team’s experience and skills regarding the following (this list is not exhaustive):   * Conservation and Heritage * Cost Management * Fit-out * Arts & culture * Working closely with conservation architects and exhibition designers * Working with Local Authorities * Working with Heritage Fund grants * Project delivery * Design development * Budget control * Programme control   Include an organisational chart explaining the management hierarchy.  SUB-WEIGHTING: 20% |
| **1(b)** | Programme  Provide details of the team’s experience in delivering projects with challenging programmes and how you successfully resolved the challenges.  Include evidence as to how short the timescales were, the outputs achieved within the timescales, the key issues that were faced, and the mechanism for avoiding delays.  SUB-WEIGHTING: 10% |

* + 1. QUESTION 2 PROJECT EXECUTION (30%)

|  |  |
| --- | --- |
| **Ref** | **Requirement** |
| **2(a)** | Method Statement  Provide a detailed method statement of how your team will deliver this project on budget, and work with the client at all stages of the project.  Resource Management  Include a Gantt chart showing the programme for the project and a resource plan showing the breakdown of chargeable days and any additional costs.  SUB-WEIGHTING: 20% |
| **2(b)** | Value Management  Describe your approach to value management exercises – particularly in areas such as heritage building design and whole-life costs of heritage assets. Provide practical examples.  SUB-WEIGHTING: 10% |

* + 1. QUESTION 3 ENVIRONMENTAL, SOCIAL AND GOVERNANCE (10%)

|  |  |
| --- | --- |
| **Ref** | **Requirement** |
| **3** | Explain how your team would use their innovation to improve sustainability measures and cost efficiency.  Explain your plans for understanding community priorities and how you would deliver social value. Include a draft action plan for engagement and social value activities during this project.  SUB-WEIGHTING: 10% |

## Tender Response – Pricing Submission – (30%)

1. This document sets out the schedule of prices that bidders are required to provide and should be read in conjunction with all the other Tender documents.
2. The prices and rates quoted shall be the fully inclusive value of the works, excluding VAT, including all costs and expenses which may be required together with all general risks, liabilities and obligations set out in or implied necessary to comply with the conditions of tendering, the conditions of contract, the specification, provisional method statement, all schedules and appendices thereto and all other documents forming part of the Contract.
3. All prices should be in GBP and exclusive of VAT.
4. You should quote **fixed fees** for a comprehensive Exhibition Design Specialist service, broken down for each specialism / service using the Pricing Schedule Excel template in Appendix J. The Excel spreadsheet must be used, and a completed Pricing Schedule must be submitted with the tender documents.
5. **Your proposal should be based on the work involved, not the outline programme or budget cost.** This is to include all disbursements, but exclude VAT. Tenderers must provide information which demonstrates and supports their understanding of, and ability to meet, the requirements of this project.
6. Tenderers who submit a Tender with arithmetical errors leading to a revised Tender sum when the errors are corrected will be given the opportunity to accept the revised Tender sum or withdraw the Tender. A Tender containing major arithmetical errors or a large number of arithmetical errors may be rejected on the ground that there is serious doubt about the competence of the Tenderer.
7. Agree that this Tender shall constitute an irrevocable, unconditional offer which may not be withdrawn for a period of 180 days from the date of this Tender.
8. HBC will not pay for the consultant’s time and expenses to attend review meetings with HBC.
9. No other payments will be made to the supplier unless HBC requires additional services. Any additional services must first be agreed in writing.
10. All pricing breakdown must be submitted in resource format indicated above. Any bids not submitted in the prescribed form may result in the bid being rejected. **Any costs which have not been identified in the Pricing Schedule will not be payable unless pre-agreed by the client.**