

VOLUME 1

Information and Instructions for Bidders

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NOTICE

This Invitation to Participate in Dialogue (ITPD) is being issued by Northumberland County Council (the “Authority”) in respect of the recruitment of a main contractor through a competitive dialogue process in line with the requirements of the Public Contracts Regulations 2015.

The Authority and its advisers have taken all reasonable care to ensure that the information provided is accurate in all material respects. However, the Bidder’s attention is drawn to the fact that no representation, warranty or undertaking is given by the Authority or its advisers in respect of the information provided in respect of this transaction and/or any related transactions. The Authority and its advisers do not accept any responsibility for the fairness, accuracy or completeness of the information provided and shall not be liable for any loss or damage arising directly or indirectly because of reliance on this ITPD or any subsequent communication. Only the express terms of any written contract for the provision of works as and when it is executed, shall have any legal effect in connection with the matters to which it relates.

Any person considering deciding to enter contractual relationships with the Authority or any other person based on the information provided should make their own investigations and form their own opinion of the Authority. The attention of Bidders is drawn to the fact that, by issuing this ITPD, the Authority is in no way committed to awarding any contract and that all costs (including development costs) incurred by Bidders in relation to any stage of this tender process are for the account of the relevant Bidder only.

GLOSSARY OF TERMS

"Authority's Requirements"	The output specification contained in Volume 6 of this ITPD.
"Bidders"	The shortlisted tenderers invited to bid for this Scheme.
"Bid Response"	A bid response (Outline Submission or Final Tender) submitted by a Bidder to this ITPD.
"Building Contract"	The lump sum design and build contract to be used for the development of a Scheme in the form set out in Volume 4 of this ITPD.
"Final Tender"	A response submitted by a Bidder to the ISFT after the second phase of dialogue
"Final Tenders Closing Date"	The closing date for the delivery of Final Tenders being 5 July 2019.
"HLT"	Hadrian Learning Trust
"ISFT"	Invitation to Submit Final Tenders to be issued by the Authority after formal close of dialogue.
"ITPD"	This Invitation to Participate in Dialogue.
"OBC"	Outline Business Case.
"Outline Submission"	A response submitted by a Bidder to this ITPD after the first phase of dialogue
"Outline Submission Closing Date"	The closing date for the delivery of Outline Submissions being Friday 3 rd May 2019.
"Portal"	The DueNorth ProContract e-tendering system described in section 3.5 of this ITPD Volume 1.
"Preferred Bidder"	The Bidder selected following evaluation to carry out the scheme.
"Pricing Schedules"	The schedules set out in Volume 7 of this ITPD.
"PCSA"	Pre-Construction Services Agreement.
"Regulations"	The Public Contracts Regulations 2015 (as amended).
"Scheme"	Replacement school buildings for the Hadrian Learning Trust schools in Hexham, Northumberland.

SECTION A – INFORMATION ON THE AUTHORITY AND THE SCHEME

1. INTRODUCTION

The Corporate Vision

The Authority has set out its vision for the County in its Corporate Plan 2018-21. The principles of the vision are focussed on ensuring each resident:

- feels safe, valued, and part of their community;
- lives in distinctive vibrant places, which they value and in which they feel proud;
- can easily get to work, to learning, and to the various facilities and services they want to use; and
- regardless of age, has the right qualifications and skills to secure a good job that pays well and provides the prospect of a rewarding career.

The provision of fit-for-purpose educational facilities for the 21st century for children and young people in Northumberland is a key building block in achieving this vision.

Countywide Strategy

Stemming from the Education Vision, Northumberland's countywide strategy for education is articulated within the Service Director's Annual Report 2018.

Improving the quality of education in Northumberland is a key priority for the Authority's elected members. Both the Corporate Plan and the Health and Wellbeing Strategy place education at the heart of the Authority and its partners' work. Elected members recognise how vital it is for the future prosperity of Northumberland; that our children and young people achieve the highest levels possible in schools, academies and colleges and that all of our educational establishments are judged to be good or better by Ofsted.

It is accepted that while strong leadership and governance in schools together with good teaching are key to improving outcomes for pupils, studies have shown that poor quality surroundings can impact negatively on effective teaching and learning, both for staff and pupils. In order to address this issue, the Authority is proposing to continue to invest significant capital resources in education.

Project Overview

In December 2017, consultation began to determine the future education structure within the West of Northumberland. One of the drivers for the consultation was HLT's desire to provide a financially and educationally secure future for its schools. They were also faced with the need for significant capital investment in the school estate, and although investment had been earmarked for part of the high school site it did not address the remaining academy buildings.

As a result of this consultation, no structural changes to the school system in Hexham were progressed, although there was overwhelming support for the schools to have significant capital investment.

In light of the feedback from the consultation, the Authority's Cabinet instructed officers to work with HLT to develop an Outline OBC in order to establish a preferred site and develop a robust project budget to provide new buildings for HLT in Hexham. After reflecting on the feedback from consultation, HLT decided to take the view that having Queen Elizabeth High School (QEHS) and Hexham Middle School (HMS) co-located on one site will deliver educational, operational and financial benefits. This therefore forms the basis of this business case that tests the options of co-locating both schools on one site, whilst maintaining each school's own identity.

In 2014, the Authority were successful with its application for QEHS to form part of the national Priority School Building Programme - a programme of investment in school buildings through replacement or refurbishment. Whilst the original application was for a whole school replacement, the outcome was that the Department for Education (DfE) deemed that investment should only be made in the refurbishment of the Grade II listed Hydro building. As the proposed scheme within this business case is now to replace all the school buildings for both QEHS and HMS, the Authority, with support from HLT, have been working with representatives from the DfE to agree the project delivery arrangements, along with the level of contribution that the DfE would make to the wider scheme. This contribution is time limited; needing to be fully expended by 31 March 2021.

As part of the site option appraisal, three sites were identified as potential sites for development for the co-location of two schools. Two of the sites were not in the ownership of the Authority and following a period of negotiation it was not possible to agree to purchase either of the sites. As a result, this left the existing high school site as the preferred option.

Strategy and Objectives

As stated above, the rationale for the initiation of this project has been founded on HLT's desire to provide a financially and educationally secure future for its schools. They were also faced with the need for significant capital investment in the school estate and although investment had been earmarked for part of the high school site, it did not address the remaining academy buildings.

The project would improve the teaching and learning environment for current and future pupils in the schools, including on-site sporting and community facilities that would also benefit the Hexham community as a whole. The objectives of this project are to:

- provide good quality, modern teaching and learning environments for the pupils attending HMS and QEHS, thereby removing existing physical barriers that distract from the teaching and learning experience;
- provide modern sporting facilities on-site to enhance the curriculum offer and to provide improved sporting and community facilities for the wider community in and around Hexham; and
- support HLT in providing a financially and educationally secure future for its schools through their co-location.

Scope of the Scheme

Refer to paragraph A.3 of Volume 6 Sub-Part A.

1.1 ITPD Structure

This ITPD is structured in eleven volumes:

Volume reference	Content
Volume 1 Information and Instructions for Bidders	This volume provides: <ul style="list-style-type: none"> information about the Scheme, its technical requirements, the pricing framework, and the legal documentation underpinning the Scheme in terms of the Building Contract; instructions concerning the development of Bid Responses, their content and the assumptions to be adopted by Bidders in structuring their Bid Responses; and information about the Bid Response submission process, the timetable, communication routes, contacts and the evaluation criteria.
Volume 2 Supplier Presentation	This volume contains a copy of the Supplier Presentation.
Volume 3 Outline Business Case	This volume contains a copy of the approved Outline Business Case.
Volume 4 Building Contract	This volume comprises the schedule of amendments to the JCT Design and Build 2016 standard form of construction contract between the selected Contractor and the Authority. The Pre-Construction Services Agreement, draft collateral warranties and draft Parent Company Guarantee/Bond are also incorporated in this volume.
Volume 5 Survey Information	This volume sets out the additional surveys undertaken to date following the approval of the OBC.
Volume 6 Authority Requirements	This volume includes <ul style="list-style-type: none"> Part 1 scheme specific requirements Part 2 general scheme requirements Part 3 contractor's proposed derogation
Volume 7 Pricing Schedules	The pricing schedules are set out as follows: <ul style="list-style-type: none"> Part 1 Elemental Cost Schedule Part 2 Design Fees summary Part 3 Statutory, survey and sundry fees Part 4 Overheads and Profit Part 5 Preliminaries Part 6 Contingencies
Volume 8 Technical Requirements (part i)	This volume contains the core technical requirements to which the Bidders are required to respond, and which will form the basis of the technical evaluation of the Bidders' response to the Outline Submission. <ul style="list-style-type: none"> Part 1 Design Part 2 Works Part 3 Pricing
Volume 9 Technical Requirements (part ii)	This volume contains the core technical requirements to which the Bidders are required to respond, and which will form the basis of the technical evaluation of the Bidders' response to this ITPD (Final Tenders). <ul style="list-style-type: none"> Part 1 Design & Construction Contractual Proposals Part 2 Design Part 3 Works Part 4 Handover Part 5 Pricing Part 6 Legal/ Commercial
Volume 10 Pre-Construction Information	This volume contains pre-construction documentation to support the Contractor in respect to health and safety requirements.

- 1.2 The Authority reserves the right to amend the materials in these volumes as may be appropriate from time to time.

2. COMPETITIVE DIALOGUE PROCESS

2.1 OUTLINE OF PROCESS

Having completed the initial PQQ stage the procurement exercise has now moved onto the ITPD stage.

Bidders should note that the first clarification meeting will be scheduled for Wednesday 17 April 2019.

The Authority intends to run the dialogue process with no more than 3 Bidders.

The Authority currently intends to down select one Bidder from the tender process after the first three weeks of the dialogue phase. Bidders will be expected to provide an Outline Submission at the end of this first phase of dialogue so that the Authority can evaluate and shortlist two Bidders for proceeding into the second phase of dialogue.

Bidders will be expected to provide weekly proposals during the engagement meetings of the second dialogue phase so that the Authority can satisfy itself that proposals are progressing in a satisfactory manner. The Authority intends to provide informal feedback on these weekly proposals, but they will not be evaluated.

All Bidders remaining in the procurement process at formal close of dialogue will be invited to submit Final Tenders.

2.2 ITPD PHASE

This phase of the procedure is designed to confer a significant degree of freedom on the Authority in the way it carries out the dialogue. The aim is to enable the Authority to discuss all aspects of the project with Bidders so that a solution is reached which can satisfy our needs and requirements and represents best value for money.

The ITPD includes (at Volume 4) draft legal documents for Bidders to review. In their ITPD response Bidders are asked to submit a mark-up and/or commentary on the draft legal documents if they are unable to accept the documents as drafted. No subsequent amendments to the legal documents will be accepted unless these changes have been discussed with the Authority, and agreed, prior to close of dialogue.

During the dialogue process, to ensure that Bidders have interpreted the Authority's requirements correctly and to allow the Authority to engage with Bidders to help develop their solutions to best meet its needs, Bidders will be invited to dialogue meetings with Authority officers and their advisors to discuss specific elements of the Authority's requirements and Bidders' solutions:

Schedule of Dialogue Meetings	
Phase 1 Meeting No: 1	Wednesday 17 th April 2019
Phase 1 Meeting No: 2	Wednesday 24 th April 2019
Phase 1 Meeting No: 3	Wednesday 1 st May 2019
<i>Evaluation Period</i>	<i>Down selection from 3 to 2 Bidders</i>
Phase 2 Meeting No: 4	Wednesday 15 May 2019
Phase 2 Meeting No: 5	Wednesday 22 May 2019
Phase 2 Meeting No: 6	Wednesday 29 May 2019
Phase 2 Meeting No: 7	Wednesday 5 June 2019
Phase 2 Meeting No: 8	Wednesday 12 June 2019
Phase 2 Meeting No: 9	Wednesday 19 June 2019

Whilst it is the responsibility of Bidders to set an agenda for the Dialogue meetings and use this time to best inform their design development process, the Authority has outlined a number of topics that it would like to discuss during the 9 week Dialogue period. Bidders are requested to propose a draft agenda and proposals for topics for each of the Dialogue meetings and present this for discussion during meeting number 1.

Suggested topics to be covered during Dialogue meetings
<ul style="list-style-type: none"> • Schedules of Accommodation • Education and Leisure Briefs • Current occupation in the predecessor schools • Clarifications on the ITPD • Principal Design • Site Access / Phasing/ Handback • Sustainability / Life Cycle and Maintenance Costs • FF&E and ICT / Interface with ICT Advisor • Statutory consultations e.g. planning, Sport England • Surveys & Investigations • Facilities Management

2.3 OUTLINE SUBMISSIONS

The Authority currently intends to down select one Bidder from the tender process after the first three weeks of the dialogue phase. Bidders will be expected to provide an Outline Submission at the end of this first phase of dialogue, by the Outline Submission Closing Date. The Authority will then evaluate and shortlist two Bidders for proceeding into the second phase of dialogue. Outline Submissions will be evaluated using the weighted evaluation criteria set out in Annex 1 to Volume 8 Technical Requirements: Evaluation Methodology of this ITPD.

2.4 FINAL TENDERS

Once the Authority is confident that it will receive tenders capable of meeting its needs, it will formally close the Dialogue phase and invite the remaining two Bidders to submit their Final Tenders in response to the ISFT.

Once the Final Tenders to the ISFT are received, there may need to be a period for clarifying, specifying and optimising the detail of the Final Tenders with the Bidders. Once clarification and optimisation has taken place, the Final Tenders will be evaluated.

The Bidder who submits the most economically advantageous tender, in accordance with the contract award criteria set out in Section E of this Volume 1 and Annex 2 to Volume 9 Technical Requirements: Evaluation Methodology of the ITPD shall be selected as Preferred Bidder.

2.5 APPOINTMENT OF PREFERRED BIDDER AND CONTRACT AWARD

The final phase of the procurement process involves the formal award of the tender and undertaking the necessary preparations for the commencement of the project. The unsuccessful Bidder(s) will be notified and the Authority will implement a mandatory ten-day standstill period prior to contract award. The proposed timetable for receipt of Final Tenders and contract award is as follows:

Final Tender Closing Date	Friday 5th July 2019
Evaluation of Final Tenders	8 th July to 9 th August 2019
Standstill Period	12 th August to 23 rd August 2019
Commencement of Pre-Construction Services Agreement	Monday 26 th August 2019
Execution of Building Contract	Friday 24 th January 2020

When the Preferred Bidder is selected, the Authority will undertake negotiation with the Preferred Bidder to confirm financial commitments and the terms in the legal documents. Once all issues are agreed and finalised, the opportunity will be awarded to the Preferred Bidder, subject to the Authority's formal decision making and scrutiny processes.

The Authority intends to complete the Pre-Construction Services Agreement prior to submission of the application for planning permission for the Project. Once planning permission has been obtained, the Building Contract will be completed.

3. PRICING

Bidders must price their Bid Responses in accordance with their obligations under the Pre-Construction Services Agreement, Building Contract, and other legal documentation set out in Volume 4.

The Bidders shall complete the Pricing Schedules included in Volume 7 of the ITPD following the guidance included in Volume 7.

Bidders must adhere to the overall funding envelope advised by the Authority in the OBC which is a contract value of £36,090,900. The Bidders' acceptance of this issue will be evaluated in Volume 9.

As the Scheme is developed the Bidder will manage the design development and construction of a Scheme within the funding allocation for the Scheme together with any additional funding



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from other funding streams whilst maintaining high quality designs that meet the Authority's Requirements and the aspirations of the Authority and HLT.

The Bidders shall note that the Authority will not pay Bidders for pre-construction activities, including design fees, until the parties have entered into Pre-Construction Services Agreement. At this point, fees will be reimbursed in accordance with the agreed Pricing Schedules and the terms of the Pre-Construction Services Agreement for work already undertaken.

SECTION B – CONTRACT OPTION AND PROCUREMENT STRATEGY

3.1 Design & Build Procurement

It is proposed to co-locate both the middle and the high schools into new or refurbished buildings on the existing site of the high school. The effective date of the opening of the schools in their new buildings would be 6 September 2021.

The procurement strategy is detailed within the OBC contained in Volume 3 of this ITPD.

Following initial market testing the Authority decided that the Scheme will be designed to RIBA stage 3 in full competition. This will enable the Authority to achieve cost certainty on the project from the outset.

A standard JCT Design & Build Contract with a schedule of amendments (“Building Contract”) as included in Volume 4 of this ITPD will be used to deliver the Scheme. A Pre-Construction Services Agreement (also set out in Volume 4) will be entered with the Preferred Bidder for RIBA stage 4 design development to cover the period during which the planning application for the Scheme will be pursued. On receipt of planning approval, the Building Contract will be completed, and this agreement will then govern the construction and management of the Scheme moving forward in place of the Pre-Construction Services Agreement.

SECTION C – INSTRUCTIONS FOR BIDDERS

DEVELOPMENT AND SUBMISSION OF BID RESPONSES

3.2 Introduction

- 3.2.1 This section describes the requirements for Bid Responses and the process that the Authority will operate to assist in the development of Bid Responses.
- 3.2.2 Phase 1 Outline Submissions must be received by Friday 5th May 2019 no later than 12 noon.
- 3.2.2 Phase 2 Final Tenders must be received by Friday 5th July 2019 no later than 12 noon.

3.3 Bid Response Format

- 3.3.1 The Outline Submission must comprise:
- a) written responses and documents required in the Technical Requirements Volume 8
- 3.3.2 The Final Tender must comprise:
- a) the completed Pricing Schedules as set out in Volume 7;
 - b) written responses and documents required in the Technical Requirements Volume 9; and
 - c) the forms contained in Appendices A and B to this Volume 1 completed and signed.
- 3.3.3 All Bid Responses must be in English.
- 3.3.4 The cover of the Bid Response must be marked with the following details:
- a) project title; and
 - b) Bidder's name.
- 3.3.5 Any other documents, loose materials or other literature provided separate to the response to this ITPD must be clearly annotated in order that the Authority can take this into account in evaluating and assessing Bid Responses received.
- 3.3.6 The person signing the Bid Response must state his capacity and official position in the Bidder's organisation and must be the person empowered and duly authorised to sign Bid Responses for and on behalf of the Bidder and nominated for that purpose in the Form of Tender and Certificate of Bona Fide Tender in Appendix A and B respectively of this Volume 1.
- 3.3.7 The Authority may reject a Bid Response which is non-compliant with the requirements of this ITPD and any ISFT. Bidders submitting any qualifications should therefore give explicit justification and reasoning for entering a qualification.

3.4 Bid Response Delivery

- 3.4.1 Bid Responses including any associated documentation must be submitted via the Portal:

<https://procontract.due-north.com/Login>

Contract ID – DN394799

Submissions must not be returned by any other means.

If a Bidder believes that they:

- Are unable to submit their complete Bid Response through the Portal;
- Require assistance on submitting their Bid Response;
- Require further information to be able to use the e-tendering process

they must contact the support number on 0330 005 0352 no later than 4 calendar days before the submission date for the Bid Response to enable any technical queries to be investigated and resolved.

Bidders should note that it is their responsibility to ensure that their submission is uploaded onto the Portal by the due date.

Late submissions will neither be accepted nor evaluated.

3.5 Bid Response Clarification and Development

- 3.5.1 The Authority wishes to have a full and effective Competitive Dialogue with Bidders throughout the period leading to the close of dialogue and call for Final Tenders.
- 3.5.2 The Authority believes that its needs and those of the Bidders will best be served by a dialogue meeting framework, as described in the Schedule of Dialogue Meetings at Section A Paragraph 2.1 above.
- 3.5.3 Bidders shall provide a final agenda and proposals for topics two days in advance of each Dialogue meeting. The Authority will finalise the timings for the meetings in due course and will also be prepared to consider requests for additional scheduled meetings.
- 3.5.4 During Bid Response preparation, Bidders may submit questions and requests for clarification or further information. Bidders should note the following procedure for obtaining further information or clarification on matters arising during the Bid Response preparation period:

Bidders should address their questions and requests for clarification or further information to the Contact Officer whose details are set out in paragraph 4 of Section D of this Volume 1.

All questions and requests for clarification or further information must be made in writing via the Portal and the Contact Officer will, so far as is practicable, respond in writing.

All questions and requests for clarification or further information, and the corresponding responses, will be circulated to all Bidders.

When submitting a question or request for clarification or further information, Bidders should indicate whether they believe the question or request for clarification or further information is commercially confidential to them and should not therefore be shared with other Bidders. This should be done through marking the question or request for clarification or further information "Confidential – not to be circulated to other Bidders" (and Bidders are expressly requested not to mark a question as confidential in this way unless this is genuinely the case). At its absolute discretion, the Contact Officer will respond to that specific request privately, providing that the principle of equal availability of information to all Bidders is not breached.

If the Authority considers that, in the interests of open and fair competition, it is unable to respond to the question or request for clarification or further information on a confidential basis, it will inform the Bidder who has submitted it. The Bidder must as soon as practicable thereafter respond in writing requesting that either the query be withdrawn or treated as not confidential. The Authority will deem that the question or request for clarification or further information has been withdrawn if the Authority is not contacted in writing within three working days following informing the Bidder as referred to above.

Bidders should note that all responses to requests for clarification or further information given at meetings with Bidders cannot be relied upon unless the Authority subsequently confirms that clarification or further information in writing. Bidders should therefore ensure that all requests for clarification or further information have been the subject of written correspondence.

- 3.5.5 The deadline for requests for clarification or further information is 21st June 2019. The Authority will not respond to any requests received after this date.

SECTION D – INFORMATION ON THE PROCESS

PROCESS AND TIMETABLE

3.6 The Procurement Process

The Authority expects the procurement process from the ITPD stage to signing the Pre-Construction Services Agreement to reflect the following flow of events:

- 3.6.1 initial written comments, for discussion will be invited from Bidders before the Dialogue meetings referred to in paragraph 3.6 of Section C of this Volume 1. The Authority will want to review progress of the proposed solution and how the designs are progressing, and will therefore expect Bidders to be able to present at the appropriate meeting drawings, preliminary ideas on proposed specification and materials, draft schedules of accommodation and draft programmes, together with proposed cost plans and comments on the legal/ commercial aspects;
- 3.6.2 Outline Solutions will be due from Bidders by Friday 3rd May 2019;
- 3.6.3 The Authority will then evaluate the Outline Solutions;
- 3.6.4 The two shortlisted Bidders will be invited to participate in further dialogue following the same process as described in 3.6.1 above;
- 3.6.5 Final Tenders will be due from Bidders by the Final Tenders Closing Date;
- 3.6.6 The Authority will then evaluate the Final Tenders.

The Authority reserves the right to seek further clarification from Bidders about their Bid Responses at any time.

4. COMMUNICATION AND CONTACTS

- 4.1 Please note that all Bidder enquiries should be directed to Helen Mills via the Portal:

<https://procontract.due-north.com/Login>

SECTION E – EVALUATION OF BID RESPONSES

EVALUATION CRITERIA

This Section E explains the criteria and evaluation methodology the Authority will use in assessing the Bid Responses.

4.2 Evaluation of Outline Submissions

Bidders will submit a response to the Technical Requirements (part i) as set out in Volume 8.

Outline Submissions will be evaluated as follows:

Headline Evaluation Criteria	Weighting (%)
Part 1 Design & Construction Contractual Proposals	35%
Part 2 Design	15%
Part 3 Works	20%
Part 4 Pricing	30%
TOTAL	100%

The Outline Submission evaluation sub-criteria and their associated weightings, together with the detailed evaluation methodology is provided in Annex 1 to Volume 8 Technical Requirements of this ITPD.

4.3 Evaluation of Final Tenders

Bidders will submit a response to the Pricing Schedule set out in Volume 7 and the Technical Requirements (part ii) as set out in Volume 9.

Final Tenders will be evaluated as follows:

Headline Evaluation Criteria	Weighting (%)
Part 1 Design & Construction Contractual Proposals	20%
Part 2 Design	25%
Part 3 Works	25%
Part 4 Handover	5%
Part 5 Pricing	20%
Part 6 Legal	5%
TOTAL	100%

The Final Tenders evaluation sub-criteria and their associated weightings, together with the detailed evaluation methodology is provided in Annex 2 to Volume 9 Technical Requirements of this ITPD.

SECTION F - GENERAL CONDITIONS

GENERAL

It is the Bidder's responsibility to understand all aspects of this ITPD. Any queries arising from this ITPD must be submitted in writing to Helen Mills via the Portal.

Further information on how to raise a clarification question or other query is contained in Section D of this Volume 1 at paragraph 4.

5. CONFLICTS OF INTEREST

The Authority requires all actual or potential conflicts of interest to be notified at least one week before the Closing Date of Outline Solutions and Final Tenders. The Authority will consider the actual or potential conflict and will require such conflict to be resolved to the Authority's satisfaction prior to the delivery of Bid Responses to this ITPD.

6. ADDITIONAL INFORMATION

The Authority reserves the right to ask for additional information by way of clarification and confirmation from Bidders at any time during the tender process. Such requests will include time limits for response which Bidders are asked to comply with to ensure the tender process runs to timetable.

7. COLLUSIVE PROPOSALS

Any Bidder which:

- fixes or adjusts its Bid Response by arrangement with any other person; or
- communicates to any person other than the Authority or its own advisers (from whom it shall have secured all necessary guarantees of confidentiality beforehand) the details of its Bid Response; or
- enters into any arrangement with any other person that it will cease to discuss its Bid Response with the Authority; or
- offers or agrees to pay or give or does pay or give any sum of money, other inducement or consideration, directly or indirectly, to any person in respect of its Bid Response or the Scheme,

will be disqualified, without prejudice to any other civil remedy which may be available to the Authority, and any criminal liability that may be incurred.

8. PREPARATION AND PROPOSAL

- 8.1 It is the responsibility of Bidders to obtain for themselves at their own expense all information necessary for the preparation of their Bid Responses.
- 8.2 Information supplied by the Authority is supplied for general guidance in the preparation of the Bid Response. Bidders must satisfy themselves by their own investigations about the accuracy of any such information and no responsibility whatsoever is accepted by the Authority or its advisers for any inaccurate or incomplete information obtained by Bidders.

9. MEETINGS IN PONTELAND LEISURE CENTRE, PONTELAND, NORTHUMBERLAND

All meetings in connection with the Scheme will usually be held in Ponteland Leisure Centre at Ponteland Leisure Centre, Callerton Lane, Ponteland, Northumberland NE20 9EG, unless the Authority agrees or stipulates otherwise.

10. THE AUTHORITY NOT BOUND

The Authority is not bound to accept the highest scored or any Bid Response.

11. COSTS AND EXPENSES

The Authority shall have no liability or obligation to pay any costs incurred by the Bidder because of this tender process howsoever incurred. The Bidder shall sign the statement entitled Form of Tender and Bona Fide Certificate (Appendix A of this Volume 1) declaring that it fully understands and accepts that the Authority shall not bear any costs in relation to:

- incidental work in responding to the ITPD and the ISFT;
- any presentations, demonstrations or other arrangements;
- submission of a Bid Response, whether the same is compliant or successful.

12. PUBLICITY

Bidders shall not undertake (or permit to be undertaken) at any time during the procurement stage, any publicity activity with any section of the media in relation to this Scheme, other than with the prior written agreement of the Authority. Such agreement shall extend to the content of any publicity. In this paragraph 12 the word "media" includes (but without limitation) radio, television, newspapers, trade and specialist press, the Internet and e-mail accessible by the public at large and the representatives of such media.

13. THE AUTHORITY'S EMPLOYEES

No Authority employee has any implied or actual power from the Authority to give any undertaking, guarantee, warranty or representation (express or implied) in relation to this ITPD or any other matter relating to the Scheme.

14. VARIATION/SUSPENSION/CANCELLATION OF PROCEDURE

The Authority reserves the right to vary, suspend or cancel the tender process at any time without explanation or liability for Bidders' costs.

15. SUBJECT TO CONTRACT

No offer or Bid Response is deemed accepted until the Pre-Construction Services Agreement has been duly signed by the Authority and the Bidder and declared unconditional. Discussions with the Bidder do not imply acceptance of any offer or constitute an indication that the Bidder will become Preferred Bidder. Only the express terms of any written contract which is finally signed for and on behalf of the relevant parties and which is duly declared unconditional shall have any contractual effect.

16. INTELLECTUAL PROPERTY

The Authority and any relevant advisers will keep Bid Responses confidential and the information and documents contained in them, subject always to the Authority's obligations to other Bidders under the Regulations and its duties under the Freedom of Information Act 2000.

17. UPDATING OF INFORMATION

Any matter which comes to the attention of the Bidder at any time which may cause any information given to the Authority (whether prior to or after this ITPD has been issued) to be inaccurate, incomplete or misleading shall be notified by the Bidder to the Authority without delay, in sufficient detail to enable the Authority fully to evaluate the impact of such information.

18. ENGLISH LAW

Negotiations and all subsequent contracts will be subject to English law and the exclusive jurisdiction of the English courts.

19. ENGLISH LANGUAGE

All negotiations will be conducted, and all documents will be prepared in the English language.

20. CANVASSING

The Authority reserve the right to disqualify (without prejudice to any other civil remedies available any Bidder who, in connection with this ITPD):

- offers any inducement, fee or reward to any member or officer of the Authority or any person acting as an adviser for the Authority in connection with this ITPD;
- does anything which would constitute a breach of the Prevention of Corruption Acts 1889 to 1916 or under section 117 of the Local Government Act 1972 or under the Bribery Act 2010;
- canvasses any of the persons referred to in paragraph 13 above in connection with this ITPD; or
- contacts any officer of the Authority prior to signing the Pre-Construction Services Agreement about any aspect of the ITPD in a manner not permitted by this ITPD.

21. COPYRIGHT

The copyright in this ITPD is vested in the Authority. This ITPD may not be copied or stored in any electronic medium without the Authority's prior written consent, other than strictly for preparing a Bid Response to this ITPD.

22. FAILURE TO COMPLY

Failure to comply with any of the instructions set out in this ITPD or any other procedures required in it may result in the Bid Response not being considered by the Authority and such Bidder being disqualified from the tender process. The Authority also reserves the right to reject any Bidder who is guilty of misrepresentation in supplying any of the information requested in this ITPD or at any point in the procurement.

23. AMENDMENTS

The documents which accompany the submission of this ITPD to Bidders must not be amended or altered by the Bidder, except in so far as the same is required to complete the Tender Documents. No altered figures should appear on the Form of Tender (Appendix A of this Volume 1) or the Pricing Schedules without being initialled by the Bidder's authorised signatory on each volume where such alteration(s) appear.

Any amendment to the documents which accompany the submission of this ITPD to Bidders (including, but not limited to amendments made pursuant to the process referred to in paragraph 3.7 of Section D of this Volume 1), and/or to the scope of the Project, that the Authority decides to make during the tendering period will be communicated in writing to the Bidder.

ITPD - APPENDIX A - FORM OF TENDER AND CERTIFICATE OF BONA FIDE TENDER¹

To: Northumberland County Council

Having examined the procurement documentation, including all volumes of the Invitation to Participate in Dialogue, I/we undertake, if this Bid Response is accepted, to complete and deliver the whole of the design and construction work comprised within any Pre-Construction Services Agreement and Building Contract executed pursuant to this ITPD and generally to comply with the obligations within those agreements.

I/we declare that to the best of our knowledge and belief no payments, gifts or other inducements have been or will be offered by us or our agents to board members, officers or employees of the Authority for obtaining any favour in connection with the award of the Pre-Construction Services Agreement.

I/we agree to abide by this tender for a period of 180 days from the date set for receiving the same and it shall remain binding and open for acceptance at any time prior to the expiration of that period.

I/we understand that the Authority is not bound to accept any Bid Response it may receive and understand that the Authority has no liability to defray expenses herewith nor be responsible for return of any document submitted for the purpose of tendering.

I/we certify this is a Bona Fide Tender and that I/we have not fixed or adjusted the amount of the Bid Response by or under or in accordance with any agreement or arrangement with any other Bidder.

Dated
Signed
Position

Duly authorised to sign Bid Responses and acknowledge the contents of this Form of Tender and Certificate of Bona Fide Tender,

For and on behalf of
(Name of Bidder)

¹ As per paragraph 3.4.2(c) this is only relevant to submission of Final Tenders.

ITPD - APPENDIX B - NON-CANVASSING CERTIFICATE

Non-canvassing Certificate

To: Northumberland County Council

1. We hereby certify that we have not canvassed or solicited any officer, board member or employee of the Authority or their advisers, agents or representatives in connection with this Bid Response or in connection with any other bid or proposed bid for the Scheme and that no person employed by us or acting on our behalf has done any such act.
2. We further hereby undertake that we will not in the future canvass or solicit any director, officer, member or employee of the Authority or their advisers, agents or representatives in connection with this Bid Response or in connection with any other bid or proposed bid for the Scheme and that no person employed by us or acting on our behalf will do any such act.

Dated

Signed

Position

Duly authorised to sign Bid Responses and acknowledge the contents of the Non-Canvassing Certificate,

For and on behalf of

(Name of Bidder)