



T532 Consultants Framework (2015 - 2018)

<http://www2.essex.ac.uk/estates/>

INVITATION TO TENDER

PART TWO

SUBMISSION

DATE: 2nd April 2015

PERIOD OF CONTRACT: 3 YEARS - 01 JULY 2015 to 30 JUNE 2018

Note: Please type your Organisation then tick which LOT

Organisation:

Stanley Bragg Architects Ltd

Lot 1: Architect

☒

Lot 2: Structural Engineer

☐

Lot 3: Building Services Engineer

☐

Lot 4: Quantity Surveyor

☐

Lot 5: Landscape Architect

☐

Lot 6: Project Manager

☐

Lot 7: Building Surveyor

☐

Lot 8: Multi-Disciplinary (Lot 1-3 Services)

☐



Document F	Tender Evaluation	(Please refer to Appendix B: Model projects)
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Note

Bidders clearly demonstrating the experience required at the University with similar size projects will achieve the best marks dependent on the extent of similarities in timeframe, budgets and the type of contracting etc.

T1 Quality

T1.1.1 Demonstrating approach to the typical type of projects required at the University (Please refer to Appendix B: Model projects)
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Please offer your proposals to demonstrate your approach to meet the demands of **Example 1** New projects (apart from Lot 7) that may be ordered under this framework. Please include an example of the typical level of resource allocation of key staff you would expect to apply to any project across the RIBA Work Stages. (Please refer to **Appendix B: Model projects**)

As Per Your Lot Specific **Example 1** New build (Lot 7 which is existing stock).

Response (max 500 words)

SBAL approach projects with an ethos; 'Understanding is all.'

We seek to establish a high level of communication and understanding across all parties throughout the project, including the Client, Key Stakeholders, Architectural Team, Building Consultants and where required the public.

Our approach is that if everyone understands the project requirement then a solution can be found.

In this example project the main demands appear to be;

- Site location
- Technical spaces
- Relatively high servicing required
- Programme timing
- Cost

Each design stage will need to address these factors and be regularly reviewed.

Work Stages 1 and 2 would focus on developing and understanding the brief, targeting the desired outputs in a face to face meeting format. Our experience shows that sometimes discussion leads to different interpretations which could impact on the future building function. We aim to support the Client Team to confirm and clarify the Brief, especially if the End User / Stakeholders can be involved as their day to day use issues can vary designs considerably. Changes to the brief at this stage may be easier to accommodate.

Understanding the site options once the brief is understood may make assessing alternative potential sites easier.

On the Colchester campus the site access and linkages to other areas/buildings which can be difficult due to the changes in levels, this aspect will need careful consideration at an early stage for avoidance of future cost and programme implication.

Stage targets

- Clarify and understand the brief
- Assess site options
- Review infrastructure availability
- Early stage cost appraisal
- Managing aspirations
- Review the initial project programme

Stage 3 would maintain similar regular communications, including increasing input and integration of the Design Team, monitoring design against strategic and practical issues of the Brief. Should the project be using one of the University Framework Contractors then there is the potential to involve a Contractor to advise on the deliverability of the project.

Regular design meetings should include the Key Stakeholders (to ensure the technical spaces are satisfied). We find that the End Users sometimes have different technical approaches of how the spaces are used, which needs to be resolved prior to the planning application being finalised and submitted.

Stages 4, 5 and 6 would follow the sign off approach of the previous stage. We would look to minimise changes at this stage, trying to benefit from early communications.

Stage targets

- Develop design to tender and construction information
- Monitor and appraise Client and Stakeholder team
- Notifications as early as possible of any issues

SBAL Resource

SBAL resource is Director lead throughout.

- Andy Cullen (Director) with design and strategic level input
- Increasing assistance from Senior Design Team (Architect / Associate) from Stage 2 and support team as necessary to a planning application presentation level.
- Increasing resource (may expand to 4 team members at stages) with Architects and supporting technician(s) for tender and construction information.





T1.1.2 Demonstrating approach to the typical type of projects required at the University
(Please refer to Appendix B: Model projects)



Please offer your proposals to demonstrate your approach to meet the demands of **Example 2** refurbishment projects that may be ordered under this framework. Please include an example of the typical level of resource allocation of key staff you would expect to apply to any project across the RIBA Work Stages. (Please refer to Appendix B: Model projects).

As Per Your Lot Specific **Example 2 Refurbishment Projects**.

Response (max 500 words)

SBAL would look to assimilate as much information as possible on the project, including existing plans, elevations, details etc or a new building survey which would need to include structural and services information giving a clearer understanding of the existing building.

As an approach SBAL seek to avoid or minimise non-beneficial costs (decanting to temporary buildings etc) whenever possible to provide best value for money. In this scenario, at Stage 1 it may be advantageous to review available spaces within the existing campus to assess where the most local temporary location could be. Programme and minimising disruption could be a priority which may dictate targeting a summer break for significant works.

A clear understanding of the brief is required. Early confirmation of technical requirements, especially relating to M+E servicing requirements is necessary to integrate with the existing building. Should there be a requirement for further/future flexibility this should be discussed to assess if this is a potential goal and whether any aspect would be beneficial as part of the project works. We look to ensure all relevant Stakeholders are aware of the strategy and delivery aspect of the scheme; so we specifically look to minimise impact wherever possible.

With the variety of information and input required from a number of parties, communication with Client, Key Stakeholders and the Estates Department is essential to assess and understand all relevant issues in conjunction with SBAL. From this the most beneficial approach to project staging and programming can be extracted.

Stage 1/2 targets

- Careful review and confirmation of the Brief with all Key Stakeholders
- Consolidate and review all information
- Assess practicalities and programming issues

Stage 3. Once a concept has evolved, any resulting issues and impacts on the initial brief would be issued for comment. Once a solution is agreed the Team can progress to develop the design (and a planning application if necessary) can be signed off. Again, during this time the Key Stakeholders would ideally be involved and aware of the developments to avoid late changes to the project.

Post stage 3 would be a technical undertaking, again, either as a traditional or design and build approach. Depending upon the complexity of the works an early Contractor involvement may be beneficial to assess the construction logistics, safety, programming and cost.

During the site stages SBAL communication to the Key Stakeholders will focus on the programme and completion to minimise impact on teaching and learning should there be delays or should the space be returned ahead of schedule.

SBAL resource is Director lead throughout.

- Andy Cullen (Director) with design and strategic level input
- Earlier input from a senior technical team member to analyse technical aspects of the existing building and fabric.
- Increasing assistance from Senior Design Team (Architect / Associate) from Stage 2 and support team as necessary (especially if a planning application is required).
- Increasing resource (may expand to 2 team members at stages) with Architects and supporting technician(s) for tender and construction information.





T1.21 Demonstrating ability to assist Employer to achieve best quality and value for budget available as per the briefs/specifications

Please demonstrate your ability to comply with the employers brief/specifications and achieve best quality and value for budget available.

(Please refer to Appendix B: Model projects).

As Per Your Lot Specific **Example 1 New Projects (Lot 7 which is existing stock).**

Response (max 500 words)

SBAL take pride in delivering the Clients Brief and specification as requested but would always advise if we thought there may be potentially better solutions or approaches. We have a wide range of construction experience with a number of technologies and material approaches, which we would see as a benefit in delivering the desired project for the budget available.

Through a projects evolution we would want to fully understand the brief and the guiding issues for the project as should the brief need to vary. In this scenario the site selection may impact on the overall cost and may require a variation to the Brief. With a more in depth understanding we may be able to suggest viable solutions.

Best value and quality is a somewhat objective issue. We would look to ascertain these principals at the Briefing stage; for example, is the value related to

- Durability in the specialism areas
- Minimising the energy usage
- Material finishes
- Necessity of space and heavy budget constraint
- Lifetime cost
- BIM for future reference and long term value

When we worked with the University and its Stakeholders on the Centre for Brain Sciences, the element of 'value' varied at an early stage due to the service infrastructure available in the location. Therefore the building needed to respond to become very energy efficient, providing better long term value.

Quality of materials and finishes can be adapted to deliver a similar durability finish whilst managing the budget, being careful not to diminish the design. The initial briefing needs to ascertain the aspiration of the quality along with any specific technical quality requirements that may be sacrosanct. Learning from past projects and building systems the Client has used would provide a valuable insight and provide a long term value in regard to maintenance strategy across the campus.

SBAL will strive to develop a design that is in a budget, taking into consideration the brief of quality and value however in the current environment, Contractors costing can be changing at a rapid pace, therefore adapting the design and specification to react to this is a possibility. During the early detailed design, SBAL would develop an initial specification for Stakeholder review and cost assessment.

SBAL would if necessary undertake (as part of a team wide) a Value Engineering review, investigating alternatives to specification items in a holistic review. Localised uncoordinated changes can create later problems in the project that may negate saving made, a collaborative approach is a necessity, this includes Key Stakeholders and appraising those who are not attending to ensure the changes do not have an impact on the technical activities and requirements of the spaces. If there are such changes then the balance and compromise in budget needs to be understood at an early stage. During the briefing stage a priority list can be developed and used as a stage by stage review.

Recent observations from a Local Authority Client was that they were particularly pleased with SBAL as it was rare that 'an Architect delivered what had been asked for by the Client', which from our perspective is a primary objective.



T1.2.2 Demonstrating ability to assist Employer to achieve best quality and value for budget available as per the briefs/specifications

(Please refer to Appendix B: Model projects)

Please demonstrate your ability to comply with the employers brief/specifications and achieve best quality and value for budget available.

(Please refer to Appendix B: Model projects).

As Per Your Lot Specific **Example 2 Refurbishment**.

Response (max 500 words)

Best quality and value on a budget for refurbishment can be complicated by the potential for unknown elements hidden under surface finishes which can put budgets and perceived values under pressure. Having the brief and as much existing information available with the criteria and constraints understood by all parties is critical.

Early stage studies to understand the building further would be

- Structural (if needed)
- Building Services
- Asbestos
- Fabric investigations

The involvement of a Building Services advisor is essential at an early stage is something that SBAL are very aware of, in recent refurbishments we have found the Services could be a high proportion (60%) of the project costs. Design solutions would not only to provide immediate value, but wherever possible improve and add value to the future by having consideration for future potential plans. Where possible our approach would be to investigate proposals that can be extended beyond the project looking at an approach style for issues aiming to minimise the number of approaches across the campus so that future maintenance would be a standard approach minimising on-costs for items such as lifts and lighting, something we have been involved with on the Knowledge Gateway and using/creating a design guide.

SBAL would analyse the investigations and the issues at hand and look a beyond these issues to the wider context and adjacent areas, aiming to enhance the areas surrounding and see if the proposal could be developed further. For instance the solar screening proposal on the Blues café and Squares' roofing over options were developed with the intention that the approach could be extended to other areas/buildings on campus. This proposal also looked at the enhancement of the original fabric and how solar shading could lead to efficiency improvements in the existing envelope. This is an example of understanding the project brief and the buildings and looking to the future flexibility requirements to provide effective design solutions which improve both immediate and longer term value.

SBAL promote a collaborative team approach to the design process which creates a better value development due to the continued input from the complete team. This includes communication and integration with all Stakeholders which on a relatively small refurbishment project avoids misunderstandings and misinformation which is costly as it potentially extends the programme and could impact on the educational activities.

SBAL would strive to minimise decanting and educational disruption. Although decanting cost is not included in the direct project budget we would perceive this as a poor solution if minimising additional expenditure had not been reduced as far as possible, seeking a good value holistic project.



T1.3.1 Ability to offer added value features / services
(Please refer to Appendix B: Model projects)

Please offer your proposals to demonstrate your ability to provide any associated added value features/ service to the University under this tender. Include any other information which allows us to understand your competence in this area. (Please refer to Appendix B: Model projects).

As Per Your Lot Specific Example 1 New Build (Lot 7 which is existing stock).

Response (max 300 words)

As a Practice SBAL take a proactive approach in communications and discussing the brief and alternative approaches with Stakeholders (Knowledge Gateway Parkside for example). This may reduce later stages of misunderstandings and then changes to the design which are costly and time consuming for all. Along-side the understanding, we try to look beyond the brief and enquire if there are further parameters that the design could or should be considering, benefitting the University in future integration of planning work.

SBAL have included this when developing the Centre for Brain Sciences on the Colchester campus; we developed the project and suggested moving beyond the initial brief, and in this example with an integrated team approach we looked towards a longer term strategic approach of servicing and energy use. This altered the initial aspirations and brief for the building resulting in a change to the servicing strategy for the project at an early stage, avoiding abortive design and enhancing the end product.

In our experiences we can utilise a lot of lessons learnt to enhance the project experience.

Using our historical knowledge of the site and the University operational systems we can effectively and efficiently integrate our experience into new buildings. We retain a fresh perspective on design through internal reviews with non-project team members to discuss and question the approaches from within.

We have been using 3d design approaches which are of benefit to the Team, especially End Users and those who may not be experienced in understanding plans. A further added value to new projects we are using Revit and developing approaches for the integration of BiM.

Local Attentive team, being 10 minutes from the campus (and around 30minutes from Southend and Loughton campus) is a benefit in being able to attend to queries or urgent meetings.

Our local knowledge also includes a long standing relationship with the local Planning Authorities.



T1.3.2 Ability to offer added value features / services
(Please refer to Appendix B: Model projects)

Please offer your proposals to demonstrate your ability to provide any associated added value features/ service to the University under this tender. Include any other information which allows us to understand your competence in this area. (Please refer to Appendix B: Model projects).

As Per Your Lot Specific **Example 2 Refurbishment**.

Response (max 300 words)

SBAL have been involved with the Colchester campus for a number of years and have a good understanding of the campus and had involvement in a number of the buildings which brings a benefit of development and reaction to projects. We have also been involved in a number of discussions and active projects involving alterations and refurbishments so we start with a good base knowledge which can speed up the initial stage.

SBAL bring an experience of refurbishments and conversions across education, retail, office and residential which provides a variety of approach that we feel would be appropriate to this refurbishment. This includes a number of buildings which we have been able to improve the space utilisation, wayfinding, and circulation bringing added value to the Clients and Stakeholders, combining this with experience and benefit gained from interior design commissions which enable a high quality design and understanding of spatial awareness and use of material and colour which can be integrated into the project.

Some of our more successful projects have been through a greater input to the Brief and having a detailed understanding at an early stage. With good communication with Key Stakeholders SBAL look beyond the initial brief and area of works for future integration into the wider campus. With an expandable design approach the Client can easily visualise how a future building could develop, especially on a campus where the main heritage elements are of a style and methodology that can use a 'system' approach creating functional attractive spaces.

With our close proximity to the campus we are very responsive and able to react rapidly to queries raised. On a fast internal project this we feel is of significant value to the overall project where delays can detrimentally impact on relocation costs and importantly education.

The majority of the scoring of the above will be subject to interview / presentation to finalise bidder's scores.



Document G

Fees & Form of Tender

T2 Price

T2.1 Cost of service provision

Please complete the boxes below with your fees. This will form part of your bid. We are scoring this section utilising the excel spreadsheet marked Document G and we will insert the calculated figure in the last 3 boxes in this section for evaluation. This is a model scenario used for scoring and will correlate with the figures below but use an assumed usage to obtain a total for scoring.

Minimum fee

Minimum lump sum fee required by bidder in respect of an order for services under the framework agreement.

£ 1,500

1.	Project Type: New Build on a Traditional Basis	
Fees	Project Value £	% rate

2.	Project Type: New Build on a Design & Build Basis	
Fees	Project Value £	% rate

3.	Project Type: Refurbishment Works on a Traditional Basis	
Fees	Project Value £	% rate

Note: For very complex projects, bidders may have the opportunity to negotiate the fee with the Employers.



Time charge rates

Time charge rates to be used when the bidder is instructed to provide other services not specifically referred to in the bidder's offer.

Partner or Director		per hour
Associate		per hour
Senior Professional		per hour
Professional		per hour
Senior Technician		per hour
Technician		per hour

Please note that the rates inserted above are for the University's information only and whilst these will be the rates included in the Framework agreement, they will not be assessed as part of the scoring of the ITT.

Percentage Addition for Employment of Sub-Consultants Required by the Employer

This shall only be applicable in situations whereby the Employer requires the Consultant to employ a Sub-Consultant to undertake specialist services that the Consultant is not able to provide. In such circumstances the Consultant shall be entitled to a percentage addition of 3.3 % for managing such Sub-Consultants who shall be employed strictly in accordance with the Sub-Consultants provisions of the Contract.

This tendered percentage shall not be payable should the Consultant decide to seek permission of the Employer to employ a Sub-Consultant to suit its own needs.

Disbursements

Lump sum and percentage fees shall be inclusive of disbursement costs, such as printing black and white/colour, copying, reports, document binding, hard copy drawings, digital images, CD, postage etc. Costs of any special presentation material or models will be subject to a separate agreement if required.

Payment Details

Payment is expected **30** days from the receipt by the Employer of a correct and undisputed invoice (subject to the Employer's right to withhold).

VAT to be excluded

The bidder's offer including expenses, percentages and rates detailed in this document must be exclusive of Value Added Tax which, if applicable, shall be paid by the Employer to the bidder as detailed in the framework agreement. Any values utilised for the purposes of determining fees hereunder shall for those purposes of determining fees be taken exclusive of any Value Added Tax payable thereon or relating thereto.



The bidder's offer

The intention of the Employer entering into a framework agreement with the bidder is to have the facility to instruct the bidder to undertake, at short notice, a wide range of services, some, but not all of which, are referred to in the framework agreement. In order to accommodate these varying services which the bidder may be instructed to perform, the bidder shall submit in the bidder's Offer the fees it will require covering the various services as indicated. In addition, the bidder shall also submit the time charges it will require for use when the Employer considers that basis of remuneration to be more appropriate for the type of service which the bidder is required to perform.

Period during which the fee included by the bidder in its tender shall remain firm

The lump sums or percentages quoted by the bidder in the bidder's tender shall remain firm and shall apply to the whole period of any framework agreement. Hourly rates quoted by the bidder shall remain firm for twelve months from commencement of the framework agreement and shall apply to the whole of the bidder's services undertaken in connection with any order issued by the Employer during this period.

Hourly rates for services in connection with any order issued during the following and any subsequent twelve month period shall be updated by a percentage which equates to the increase in the Retail Price Index applicable at the commencement of the period.



Payment for variations

Payments for variations will be calculated in accordance with the framework agreement terms.

Time charge rates

The time charge rates provided above, shall only be used when prior written authority has been obtained from the Employer and the rates shall be exclusive of the cost incurred by the bidder in printing drawings and documents necessary for the implementation of the bidder's services identified in any order issued by the Employer which costs, when reasonably incurred, shall be reimbursed to the bidder by the Employer. Time charge rates shall also be exclusive of all reasonable travelling and subsistence costs incurred by the bidder in dealing with its services under any order issued by the Employer, which costs, when reasonably incurred, shall also be reimbursed to the bidder by the Employer. The reimbursement of any costs claimed by the bidder under the terms of this clause shall be subject to the bidder providing such substantiation of its claim as the Employer may reasonably require.

Secretarial and administrative staff

The lump sum or percentage fees or time charges and rates shall be deemed to include the cost of providing technical staff and staff engaged in secretarial, accountancy, administrative or other supporting duties.

Incidental expenses

The cost of postage, delivery of documents, telephone calls and similar incidental expenses incurred and which are in connection with the framework agreement will not be reimbursed by the Employer irrespective of the basis of fee payment.

Travelling to be inclusive

Where a lump sum or percentage is included in the bidder's offer, travelling and subsistence costs shall be deemed to be included. Where the Employer gives written authority to introduce variations which involve the bidder in significant additional travelling and subsistence costs for which the bidder would not be reimbursed by the payment of other fees paid by the Employer then, subject to the bidder obtaining the prior approval of the Employer, those additional costs, subject to the terms set out herein, will be reimbursed to the bidder at the rates indicated.

Travelling distances to be reimbursed

Notwithstanding the paragraph above, travelling and subsistence costs will not in any event be reimbursed to the bidder if the site of the works to be dealt with by the bidder under any order is within ten miles of the bidder's nearest office irrespective of the basis of fee payment.

Mode of travel

The bidder may, as a matter of convenience, use either private or public transport but where there is adequate public transport, travel by car is payable only within the limits of the cost of the journey by public transport using standard class when travelling by rail. Where air travel is authorised, economy or tourist class accommodation should be used.

Night subsistence allowance

A night subsistence allowance is paid for an overnight absence covering a period of 24 hours plus any additional period not reckonable for day allowance. Day allowances are not admissible for any period already covered by a night allowance.



Travelling and subsistence costs

Where in accordance with the Tender Particulars, travelling and subsistence costs will be payable to the bidder, payment shall be made at the rates provided below:

- (1) Fees shall be all inclusive of travel and subsistence.
- (2) Where applicable travel and subsistence allowances shall be claimable by the bidder at the following rates.

(a) Allowances

Motor cars: 40p per mile for the first 60 miles per return journey, 25p per mile thereafter.

(b) Day subsistence allowance

Absence from normal place of work between 5-10 hours:	Maximum allowance of	£5
Absence from normal place of work of more than 10 hours:	Maximum allowance of	£12

(c) Night subsistence allowance

Inner London (within M25 orbital):	Maximum allowance of	£120	per night
Remainder of UK	Maximum allowance of	£ 80	per night

Any cost which exceeds the stated level indicated above is to be agreed in writing by a senior manager of the Partnership. Receipts must be produced for (b) and (c) above. A signed mileage record must be provided for (a).



This page is the costing model boxes where the total in the Excel spreadsheet are inserted into. The figures inserted into the Excel spreadsheet are those inserted above. Bidders can choose to fill in the Excel Spreadsheet to find these totals and insert below, or can view the method in which we will score your submission for cost.

T2.1.1 Cost of service provision

(Please refer to Document G Fees and Form of Offer Spreadsheet)

Insert the final costs below after completing the relevant section in the cost model shown in Document G Fees and Form of Offer. Please note whilst the value below may not represent an exact final contract value, it is a realistic price that we are using for tender evaluation and the costs inserted must be actual costs as a formal offer to the University and this tender.

T2.1.2 Hourly Total

(Please refer to Document G Fees and Form of Offer Spreadsheet)

Insert the final costs below after completing the relevant section in the cost model shown in Document G Fees and Form of Offer. Please note whilst the value below may not represent an exact final contract value, it is a realistic price that we are using for tender evaluation and the costs inserted must be actual costs as a formal offer to the University and this tender.

T2.1.3 Minimum Cost

(Please refer to Document G Fees and Form of Offer Spreadsheet)

Insert the final costs below after completing the relevant section in the cost model shown in Document G Fees and Form of Offer. Please note whilst the value below may not represent an exact final contract value, it is a realistic price that we are using for tender evaluation and the costs inserted must be actual costs as a formal offer to the University and this tender.



Document H GC/Works/5 (1999) (as updated and amended) Terms and Conditions Acceptance

Important Note

By submitting a tender response you are also agreeing to the following Terms & Conditions being incorporated as part of your bid. Therefore we are unable to accept any alternative Terms & Conditions after the submission as they may infringe on the bid itself and the scoring it has received. (i.e.: Using new T&Cs which limit liability may provide an unfair advantage in allowing a lower cost over other bidders)

All contracts between the Seller and the Buyer shall be subject to these Terms and Conditions indicated below and any other special terms and conditions of contract as agreed between the parties. The information presented at PQQ Stage and ITT Stage also form part of the Contract as tacit information for the award and any material changes which would significantly affect the contract must be informed to the University to remain any award and subsequent contract as valid and effective. Eg: Change of ownership, Health & Safety Incident or death, Loss of Accreditation etc.

The framework agreement will comprise of the following documents:

- a) GC/Works/5 (1999) General Conditions for the Appointment of Consultants: Framework Agreement as updated and amended to suit the RIBA Plan of Work 2013 and to suit this framework as detailed in b) below.
- b) Employer's Schedule of Amendments to the GC/Works/5 (1999) General Conditions for the Appointment of Consultants: Framework Agreement including collateral warranties (see Schedule 1 attached hereto).
- c) GC/Works/5 (1999) General Conditions for the Appointment of Consultants: Framework Agreement Model Forms 1 and 4 as amended to suit the RIBA Plan of Work 2013 and to suit this framework (see Schedule 2 attached hereto).
- d) Tender response Documents E to K.

Confidentiality

Subject to the paragraphs below, each party shall treat as confidential all information obtained from the other party under or in connection with the tender; shall not disclose any of that information to any third party without the prior written consent of the other party, except to such persons and to such extent as may be necessary for tender purposes; and shall not use any of that information otherwise than for the purpose of tender analysis.

Freedom of Information Act

In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 ("FOIA"), the Employer may, acting in accordance with the Secretary of State's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the said Act, or the Environmental Information Regulations 2004 (together with any guidance and/or codes of practice issued by the information commissioner or relevant government department in relation to such regulations) (the "EIR") be required to disclose information submitted by the bidder to the Employer.

In respect of any information submitted by a bidder that it considers to be commercially sensitive the bidder should:

- Clearly identify such information as commercially sensitive;
- Explain the potential implications of disclosure of such information; and
- provide an estimate of the period of time during which the bidder believes that such information will remain commercially sensitive.



Where a bidder identifies information as commercially sensitive, the Employer will endeavour to maintain confidentiality. Bidders should note, however, that, even where information is identified as commercially sensitive, the Employer may be required to disclose such information in accordance with the FoIA or the Environmental Information Regulations. In particular, the Employer is required to form an independent judgment concerning whether the information is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Employer cannot guarantee that any information marked 'confidential' or "commercially sensitive" will not be disclosed.

Where a bidder receives a request for information under the FoIA or the EIR during the procurement process, this should be immediately passed on to the Employer and the bidder should not attempt to answer the request without first consulting with the Employer.

Non exclusive arrangement

The Employer does not guarantee any work and is not obliged to issue any requests for services to the bidder under the framework agreement. The Employer may request any other consultants to provide the same services as set out in any order or as being carried out under any project and may appoint any other consultants to provide such Services.

Allocation of work under a framework agreement

The Employer reserves the right to appoint framework consultants to each individual project under the framework either by conducting a mini competition between framework consultants or by simply appointing a chosen framework consultant which the Employer, in its sole discretion, views is appropriate to do the work.

Liability for costs

The Employer will not be responsible for, or pay any expenses or losses which may be incurred by any bidder in preparing its tender and/or in bidding to win a place on the framework.

Unreserved Acceptance

We can confirm our unreserved acceptance of the Terms & Conditions above as part of our bid:

Name:

Signature: (Please note an electronic signature is binding)

Organisation:

Date:



Acceptance, subject to the following changes

We can confirm our acceptance of the Terms & Conditions above as part of our bid but this is subject to final agreement of the following changes mentioned below. We are aware that these may affect our scoring within the tender where there is a benefit over other bidders.

Name:

[Redacted]

Signature:

[Redacted]

(Please note an electronic signature is binding)

Organisation:

Stanley Bragg Architects Ltd

Date:

08 June 2015

Changes requested

Clause No: see attached GC Works comments appendix

Details:

Clause No:

Details:

Clause No:

Details:

Clause No:

Details:

**Document J** Certificate of Bona Fide Offer

We certify that this offer is made in good faith, and that we have not fixed or adjusted the amount of the offer by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not, and we undertake that we will not:

1. Until the contract has been made:
 - a. communicate to any person other than the person inviting these offers the amount or approximate amount of the offer or proposed offer, except where the disclosure, in confidence, of the approximate amount of the offer was necessary to obtain insurance quotations required for the preparation of the offer;
 - b. enter into any agreement with any other person that he shall refrain from making an offer or as to the amount of any offer to be submitted;
 - c. pay, give or offer or agree to pay or to give any sum of money or other valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any offer or proposed offer for the goods/services any act or thing of the sort described in 1 a) or 1 b) above.
 - d. Acknowledge the Bribery Act 2010 and will indemnify the University for any claim, losses or liability where we are in breach of this Act in relation to this Tender opportunity.
2. We acknowledge that if we acted or shall act in contravention of this certificate, the University will be entitled to cancel the contract and to recover from ourselves the amount of any loss and expense resulting from such cancellation which includes the time element and costs for re-advertising the opportunity to put the University back in the same place as if we had not breached the Tender regulations.
3. **I state that everything in this tender submission is truthful, that if found to be untruthful the University can terminate any contract between the University and the company formed on the basis of this tender, and we will pay to the University any loss or expenses the University suffers as a result of such untruthfulness, whether a contract is entered into or not.**

In this certificate, the word "person" includes any persons and any body or association, corporate or unincorporated; "any agreement or arrangement" includes any transaction, formal or informal, and whether legally binding or not.

Signed	
Print Name	
On behalf of	Stanley Bragg Architects Ltd
Date	08 June 2015

Please note: a name added in an electronic document is functionally equivalent to a signature, and by inserting such information, you agree to be bound by all the conditions within this page.



Document K	Duty of Disclosure & Tender Acceptance
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Having completed all the documents listed below and, subject to and upon the terms and conditions contained in the said documents, I/We offer to supply the Works, Goods or Services (as defined in the Tender Documentation) to the University of Essex ('the University') at the rates/prices detailed in the Form of Offer.

I/We agree that this ITT and any Agreement and subsequent contract, which may result from it, shall be based upon the documents listed below and bear the contract reference shown at the top of this tender.

- Document A to D: PQQ Stage documents
- Document E: Tender Proposal: Instructions and Information
- Document F: Tender Evaluation
- Document G: Fees & Form of Offer
- Document H: GC/Works/5 (1999) (as updated and amended) Terms and Conditions Acceptance
- Document J: Certificate of Bona Fide Offer
- Document K: Duty of Disclosure & Tender Acceptance
- Any other relevant Schedules and Appendices relating to the Tender submission

I/We agree that any other terms or conditions of contract or any general reservations which may be printed on any correspondence emanating from us/me in connection with this Tender or with any contract resulting from this Tender, shall not be applicable to the Agreement or subsequent contract.

I/We agree that any material changes that occur other than the details that were submitted as part of our Tender submission, which may create a potential breach or change of outcome, will be notified to the Central Procurement Department or the Project Manager as detailed at the end of this section (and/or contained within the original Tender Documents) immediately under a Duty of Disclosure. Some examples are listed below; the list is illustrative only and is not exhaustive:-

- Any change of Insurance Levels than that tendered
- Any change of organisational or individual accreditation status than that tendered
- Any significant incident or accident reported to your company which is related to the goods, services or work your company is tendering for or is contracted to undertake; for example a fire, breach of security leading to loss of data or goods, a fatality of an operative carrying out similar works as for the University or an enforcement notice related to environmental pollution
- Any significant incident or accident which could implicate or affect the reputation of the University, such as in relation to safety, health or environmental compliance
- Any media enquiries which relate to or name the University of Essex, its staff (past, present or future), students or other persons connected with the University
- Significant change of Company financial status or organisational structure than that tendered
- Any change of staff that were specified and/or named as part of the tender submission when providing a service or works
- Significant Stock Level change to that tendered
- Change of Delivery / Attendance times or service levels.



University Contacts for this Tender to disclose any changes to the Tender conditions:-

Contact Name	Position	Telephone	email
Adrian Woodmore	Procurement Manager	01206 872068	acwood@essex.ac.uk
Central Procurement	Central Procurement	01206 872068	procure@essex.ac.uk
Keith Miller	Deputy Director Estates	07801 276778	kmiller@essex.ac.uk
Mark Vinter	Deputy Director Estates	07717 156012	mvinter@essex.ac.uk

Link to Contact Directory: <http://www.essex.ac.uk/Search/Phonebookresults.aspx>

I/We agree that any contract that may result from this Tender shall be subject to the law of England and Wales as interpreted in an English Court.

Signed:

[Redacted Signature]

Date:

08 June 2015

Name:

[Redacted Name]

Position:

Director

Authorised to sign tenders for and on behalf of: Stanley Bragg Architects Ltd

**Submission Checklist**

(Please check and tick what documents you have chosen to attach)			
No	Document Description	Q No /Doc	Attached /Signed
1.	Tender Evaluation	Doc F	<input checked="" type="checkbox"/>
2.	Fees & Form of Tender Signed and Dated	Doc G	<input checked="" type="checkbox"/>
3.	Appendix B – Examples	T1	<input type="checkbox"/>
4.	GC/Works/5 (1999) (as updated and amended) Terms & Conditions Acceptance Signed and Dated	Doc H	<input checked="" type="checkbox"/>
5.	Certificate of Bona Fide Offer Signed and Dated	Doc J	<input checked="" type="checkbox"/>
6.	Duty of Disclosure & Tender Acceptance Signed and Dated	Doc K	<input checked="" type="checkbox"/>

Please note that the absence of any of the above listed documents may fail your submission.
See **Document A: Instructions and Information** for further guidance.