



## 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: Johns Slater and Haward

- |   |                                     |
|---|-------------------------------------|
| <b>Lot 1: Architect</b>                             | <input type="checkbox"/>            |
| <b>Lot 2: Structural Engineer</b>                   | <input type="checkbox"/>            |
| <b>Lot 3: Building Services Engineer</b>            | <input checked="" type="checkbox"/> |
| <b>Lot 4: Quantity Surveyor</b>                     | <input type="checkbox"/>            |
| <b>Lot 5: Landscape Architect</b>                   | <input type="checkbox"/>            |
| <b>Lot 6: Project Manager</b>                       | <input type="checkbox"/>            |
| <b>Lot 7: Building Surveyor</b>                     | <input type="checkbox"/>            |
| <b>Lot 8: Multi-Disciplinary</b> (Lot 1-3 Services) | <input type="checkbox"/>            |



**Document F**

**Tender Evaluation**

(Please refer to Appendix B: Model projects)

**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)



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)**

In the past few years, JSH has developed a 'standardised approach' to the delivery of its services.

This is based upon the premise that most Projects follow a similar general format, so by assigning 'key tasks' to each Project Stage and systematically reviewing these until they are properly 'closed out', we are able to 'Design solutions that proceed on site more smoothly' and with a higher degree of Client satisfaction.

Regarding Model Project (Example 1), this approach would be characterised by:

**Briefing;**

- Pressing for 'an early meeting with the University's Key Stakeholders' and other Framework Consultants in order to establish the options for 'locating the building', suggested 'timescales' and 'initial Brief'
- 'Taking up statutory enquiries' to identify the availability of local gas, electricity, water, and telecoms etc and where any existing underground services may exist. 'Requesting quotations for Diversionary Works' required, in order to help inform the site selection process;
- Reviewing our previous new-build teaching blocks to 'highlight the likely success factors' for the M&E installations;
- 'Participating proactively' in discussions on other stakeholder requirements (including the 'completion date' and 'funding'), in order to develop initial team views as to the most appropriate form and layout

**Feasibility;**

- Discussing 'stakeholder preferences' in respect to the M&E Strategy to determine how these can be Included;
- Undertaking 'an early SBEM Calculation' in order to demonstrate compliance with Part L2B of the Building Regulations and any Planning Conditions for 'Renewables';
- Reviewing the Preliminary Design Drawings for 'an early close out of plant space' and primary service routes;
- Considering the cost of the M&E options and any 'critical-path issues', in order to finalise and agree the overall concepts

**Design Stage;**

- Producing 'Preliminary Plant Schedules' (Size, Shape and Weight etc), 'Builders Work Requirements' and 'Designers H&S Risk Assessments' etc. to assist other members of the Consultant Team;
- Conducting 'Formal Presentations of our M&E Outline Design Proposals' to all significant stakeholders including the End Users and Estates Maintenance Team to ensure that their comments can be incorporated;
- 'Updating initial Cost Estimates' to ensure that the M&E Design is progressed in-line with the agreed financial constraints;
- 'Evaluating the M&E aspects of tenders' to ensure the Contractor(s) previous experience is suited to large new-build education establishments Construction and Handover;
- 'Meeting separately with M&E Sub-Contractor(s)' prior to Site Meetings to resolve any issues beforehand;
- Reporting Monthly (in writing) to the Contractor(s) to 'advise on Outstanding Issues' to ensure that they are resolved smoothly;
- Meeting with the Contractor(s) before Handover, to reinforce our requirements in respect to 'Testing and Commissioning Information', so that this can be provided on time.

**Post Contract Evaluation and Feedback**

- 'De-snagging and maintaining communication' with stakeholders to ensure that the M&E installations deliver satisfaction.

Our resource allocation of key staff would obviously be 'co-ordinated with those of the other Framework Consultants' and the agreed timeline. Based on the information provided our Proposal would be:



	Stage 0-1 (Days)	Stage 2 (Days)	Stage 3-4 (Days)	Stage 5-6 (Days)	Stage 7 (Days)	Total (Days)
Director/Associate Director	20	10	28	27	2	87
Senior Engineer		10	25	17	3	55
Engineer			35	17		52
<b>Total (Days)</b>	<b>20</b>	<b>20</b>	<b>88</b>	<b>61</b>	<b>5</b>	<b>194</b>

We believe that through this allocation and our approach above, we would be able to help 'drive this Project through to a successful completion' and occupation.



**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)**

As described in Section T1.1.1, JSH has in the past few years developed a 'standardised approach' to the delivery of its services to ensure that work on site can proceed smoothly and with a 'higher degree of Client satisfaction'.

We believe that this type of approach is 'even more important for refurbishment and conversion works', as issues such as maintaining services to other areas, connecting to existing services, asbestos etc can all impact greatly on the M&E strategy.

Regarding Model Project (Example 2), our approach would generally be 'similar in principle, but adapted' as follows:

**Briefing;**

- Pressing for an early meeting with the University's Key Stakeholders and other Framework Consultants in order to 'establish the content of the detailed programme', initial views on the 'major services to be renewed', anticipated 'targets for carbon emissions', allocations for the use for the space and any 'programme constraints';
- Requesting copies of the 'Asbestos Register' and 'Fire Risk Assessments' for the existing building in order to help inform our early stage discussions;
- Reviewing our 'previous educational refurbishment and conversion works' to highlight the likely success factors for the M&E installations;
- 'Participating proactively' in discussions on other stakeholder requirements (including plans of 'what is proposed, budget, programme' and 'decanting'), in order to develop initial team views as to the most appropriate options

**Feasibility;**

- Discussing 'stakeholder preferences' in respect to the M&E Strategy to determine how these can be included;
- Undertaking an 'early survey of the existing building' in order to establish the implications of proposals on the M&E services infrastructure. Identifying the requirements for any 'consequential improvements' to comply with Part L2A of the Building Regulations and how 'enhancements to meet the University's targets for carbon emissions' could be achieved;
- Reviewing the Preliminary Design Drawings for an 'early close out of' any new plant locations and 'primary service routes';
- Considering the 'cost of the M&E options' and any critical-path issues, in order to finalise and agree the overall concepts

**Design Stage;**

- Producing Preliminary Plant Schedules (Size, Shape and Weight etc), Builders Work Requirements and Designers H&S Risk Assessments etc. to 'assist other members of the Consultant Team';
- Conducting Formal Presentations of our M&E Outline Design Proposals to all significant 'stakeholders including the End Users and Estates Maintenance Team' to ensure that their comments can be incorporated;
- Updating our initial Cost Estimates to 'ensure that the M&E Design is progressed in-line with the agreed financial constraints';
- Evaluating the M&E aspects of tenders to 'ensure the Contractor(s) previous experience is suited' to small-scale educational refurbishments.

**Construction and Handover;**

- Meeting with the M&E Sub-Contractor(s) prior to Site Meetings to 'resolve any issues beforehand';
- 'Reporting Monthly (in writing) to the Contractor(s)' to advise on Outstanding Issues/Snagging, to ensure that they are resolved smoothly;
- 'Meeting with the Contractor(s) before Handover', to reinforce our requirements in respect to Testing and Commissioning Information, so that this can be provided on time.



**Post Contract Evaluation and Feedback**

- De-snagging and maintaining communication with stakeholders to ensure that the M&E installations deliver satisfaction.

Our resource allocation of key staff would obviously be co-ordinated with those of the other Framework Consultants and the agreed timeline. Based on the information provided our Proposal would be:

	Stage 0-1 (Days)	Stage 2 (Days)	Stage 3-4 (Days)	Stage 5-6 (Days)	Stage 7 (Days)	Total (Days)
Director/Associate Director	3	2	3	3	1	12
Senior Engineer		2	5	4	1	12
Engineer			5	2		7
<b>Total (Days)</b>	<b>3</b>	<b>4</b>	<b>13</b>	<b>9</b>	<b>2</b>	<b>31</b>

We believe that through this allocation and our approach above, we would be able to 'assist the capital and development team' in delivery of this project 'to the budget and programme' identified.



**T1.2.1 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)**

We believe that our 'success in delivering services' is governed by our ability to provide 'high quality M&E design solutions', on time and within agreed budgets.

As with all Projects entering our Practice, Model Project (Example 1) would be allocated to one of the Directors, who would take 'personal responsibility' for satisfactorily delivering all aspects of the work.

The Directors are also the Shareholders of the business, so they have a 'direct interest' in ensuring that work standards and customer focus are of the very highest level.

The 'Director would receive the Project Briefing' from the University and this would then be reproduced in our 'office style' Briefing Document to ensure that 'all aspects are covered'. This would be placed on our electronic Job Folder for 'all staff to access' and clearly communicated at the Director's Briefing. There would also be 'Director reviews and 'sign-offs' at all key Work Stages in order to ensure that the requirements of the Brief/Specifications are met.

JSH are 'fully conversant with the University's existing infrastructure' and their various Standard Specifications/Procedures, which would help us to 'hit the ground running' on this particular Project.

We also have access to the latest publications and guidance relating to construction through 'IHS Technical Indexes and the CIBSE Knowledge Portal'.

Our 'standardised approach' to the delivery of services includes updated 'Cost Estimates at each Stage' of our work. This commences at the Feasibility Stage, which defines the scope and extent of the M&E schemes and sets out the anticipated cost for affecting the work.

As the Project develops, we would seek to conduct a 'formal Presentation of the M&E Design'. The benefit of conducting such a Review is in our opinion, paramount to ensuring quality and value. For example, by discussing pipe and ductwork routes with the Structural Engineer, it is possible to better understand where any co-ordination issues may occur, so that they can be 'resolved prior to the commencement on Site'.

JSH also has a 'proven track record in delivering savings' for its Clients. A recent example of this, which may also be relevant to Model Project (Example 1) is our work on Suffolk CC/Waveney DC's new £10M offices in Lowestoft. Our HVAC design for this is characterised by:

- The building was oriented, so as to promote the optimum balance of heating/cooling;
- The hollow-cores of the 1<sup>st</sup> and 2<sup>nd</sup> floor construction are used to distribute supply air utilising the thermal mass of the structure to further reduce the requirement for heating and/or cooling;
- 'Top up' heating and cooling is provided by 'self-contained' heat pumps within the AHUs, which are significantly more efficient

Together with a GSHP for the DHW and a roof mounted PV, the building has an 'EPC Rating 22% lower' than would have otherwise have been the case and which was delivered 'AT NO ADDITIONAL COST', due to savings from reduced plant.

Other examples of cost and time savings that may be appropriate include:

- Specifying 2 or 3 satisfactory manufacturers for products and materials to 'stimulate competition' and reduce costs;
- 'Making use of Government Grants and Subsistence' on renewable technologies such as Feed-in-Tariffs (FITs) and the Renewable Heat Initiative (RHI).

At the conclusion of all our Commissions, the Lead Director undertakes a 'Post-Commission Evaluation'.



**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)**

Regarding Model Project (Example 2), our ability comply with the employers brief/specifications and achieve best quality and value would be the same as that described in Section T1.2.1, as we would keep the same Director and key staff for all Commissions at the University. This would promote strong working relationships at all levels and is demonstrated by:

- Each Project is allocated to one of the Directors, who takes personally responsibility for its 'satisfactory delivery';
- The Directors are also the Shareholders of the business, so they have a direct interest in ensuring that 'work standards are high';
- Our 'office style' Briefing Document 'ensures that all aspects of the Brief are covered' and this is available for all staff to access;
- The Brief is 'clearly communicated' at the Director's Briefing and there are Director Reviews and 'sign-offs' at all key Work Stages.
- We have access to the 'very latest publications and guidance' relating to construction issues
- Our 'standardised approach' to the delivery of services includes updated Cost Estimates at each Stage of our work.
- As the Project develops, we seek to conduct a formal Presentation of the M&E Design to 'better understand' where any co-ordination issues may exist and/or specific Client requirements.

JSH is fully conversant with the University's existing M&E infrastructure and their various 'Standard Specifications/Procedures', which would help us to 'hit the ground running' on this particular Project.

JSH also has a 'proven track record in the renewal of major services' for its Clients. An example of this, which may also be relevant to Model Project (Example 2) is our work at the West Suffolk Hospital, which since 2007 has comprised;

- Fire suppression to the incoming 'HV and LV Switch Rooms';
- 4No Replacement 'Sub-Main Panels';
- 5No Phases of 'Plantroom Upgrades' (including HVAC, H&C Water Storage, Pumps, Valves and BMS Controls);
- Replacement 'district heating' mains;
- Removal of 'deadlegs' identified by 'Legionella Risk Assessments';

Of particular note is the upgrading of the Main Heat Generation Plant, where JSH recommended the installation of a 'new Combined Heat and Power' (CHP) unit, which was 'sized in order to achieve extra heat capacity' required to support the Hospital's 10-year Development Plan and provide the electrical capacity to 'negate the need for a further standby generator'.

The Project attracted '90% funding from the NHS (Energy Efficiency) Development Fund' but had to be 'completed within 8 months', so it was necessary to 'Pre-Tender the CHP unit', to facilitate our detail design and incorporation work in respect to the Hospital infrastructure.

The Project was 'satisfactorily delivered on time and within budget' and has 'significantly enhanced the Trust's environmental credentials'.

Other examples of cost and time savings that may be appropriate for Model Project (Example 2) include:

- 'Off-site Prefabrication of plant and equipment' to reduce installation times on Site;
- Specifying 2 or 3 satisfactory manufacturers for products and materials to 'stimulate competition' and reduce costs;

At the conclusion of all our Commissions, the Lead Director undertakes a 'Post-Commission Evaluation'.



**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)**

We believe that 'Framework Partnerships promote added 'value features' to Projects generally through;

- An ongoing 'commitment to working successfully' together;
- 'Standardised Briefs/Specifications' for the delivery of services;
- 'Improved communications and innovation' at all levels;
- A strong 'Team based approach to problem solving' both with the Client and other construction professionals;
- The 'development of trust' in getting things done;

In respect to Model Project (Example 1), we would seek to further support the above benefits by:

- 'Retaining a Director' and Shareholder of the Practice 'who would be actively involved' in the delivery of services;
- Using the same 'Engineering Team that have previously worked at the Site 'and who are familiar with the University Estate, Personnel and its Specifications/procedures;
- 'Sharing our experiences' of other new-build teaching blocks, wet labs, computer suites, seminar rooms and break out spaces;
- Utilising our Investments in IT to 'drive innovation' and ensure that our procedures 'make maximum use of the latest technology'. (TAS Dynamic Simulation to balance heating/cooling for optimum energy efficiency and Autodesk Revit MEP for Building Information Modelling BIM for co-ordination with our disciplines, clash detection etc);
- Applying our 'experience of both BREEAM and Passiv-Haus' Certifications to provide a focus within the Design Team to help drive 'low carbon solutions'.
- Developing our working relationship with the University Estates Team further and assisting in the 'updating of Specifications and Specialist Supplier Lists;
- Adopting a 'proactive approach' in aligning our design solutions to the specific requirements of the Project (e.g cost, timescales, business continuity, sustainability etc)
- Using our status as 'CIBSE Low Carbon Consultants, DEC /EPC Assessors, and Accredited Consultants to the Government's Carbon Trust Standard' to access a range of funded and part-funded carbon reduction services to improve the environmental credentials of Projects.

Through the above, we believe that we would add value and benefit to each and every stage of the Project.



**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)**

As described in Section T1.3.1, JSH believes that Framework Partnerships promote the inclusion of 'added value features/services' to Projects generally.

Regarding Model Project (Example 2), our ability to provide any associated added value features/services would also be the same (but adapted to suit) as that described in Section T1.3.1, as we would seek to utilise the same approach by the same Director and staff for all Projects

Accordingly, we would seek to add value and benefits by:

- Using the same Engineering Team that have previously worked at the Site and who are 'familiar with the University Estate, Personnel and its Specifications/procedures';
- Sharing our 'experiences of other educational refurbishment' and conversion works';
- Utilising our Investments in IT to drive innovation and ensure that our procedures make maximum use of the latest technology. ('TAS Dynamic Simulation' for the analysis of historical over-heating/cooling problems and 'Autodesk Revit MEP' for Building Information Modelling BIM and the formulation of 'as installed' data);
- Applying our 'experience of conducting over 500No carbon reduction audits and surveys to establish the opportunities for reducing running costs and enhancing the University's environmental credentials;
- 'Developing our working relationship' with the University Estates Team further and assisting in the updating of Briefs/Specifications and Specialist Supplier Lists;
- Adopting a proactive approach in 'aligning our design solutions to the specific requirements of the Project' (e.g cost, timescales, business continuity, sustainability etc)
- Using our status as CIBSE Low Carbon Consultants, DEC /EPC Assessors, and Accredited Consultants to the Government's Carbon Trust Standard to 'access a range of funded and part-funded carbon reduction services' to 'improve the environmental credentials' of Projects

If successful, we would also seek to add our 'As-installed' drawing information to the University's site-wide plans, in order to contribute to the ongoing updating of its record data for future reference and use.

Through the above, we believe that we would add value and benefit to each and every stage of the Project.

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



## Document G

## Fees &amp; 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.

£ 600.00

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 0.00 % 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: [Redacted]

Signature: [Redacted] (Please note an electronic signature is binding)

Organisation: Johns Slater and Haward

Date: 9<sup>th</sup> June 2015



**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: N/A

Signature: (Please note an electronic signature is binding)

Organisation:

Date:

**Changes requested**

Clause No: Details:

Clause No: Details:

Clause No: Details:

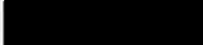

Clause No: Details:

**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	Johns Slater and Haward
Date	9 <sup>th</sup> 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

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	<a href="mailto:acwood@essex.ac.uk">acwood@essex.ac.uk</a>
Central Procurement	Central Procurement	01206 872068	<a href="mailto:procure@essex.ac.uk">procure@essex.ac.uk</a>
Keith Miller	Deputy Director Estates	07801 276778	<a href="mailto:kmiller@essex.ac.uk">kmiller@essex.ac.uk</a>
Mark Vinter	Deputy Director Estates	07717 156012	<a href="mailto:mvinter@essex.ac.uk">mvinter@essex.ac.uk</a>
Link to Contact Directory: <a href="http://www.essex.ac.uk/Search/Phonebookresults.aspx">http://www.essex.ac.uk/Search/Phonebookresults.aspx</a>			

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:

9<sup>th</sup> June 2015

Name:

[Redacted Name]

Position:

Director

Authorised to sign tenders for and on behalf of:

Johns Slater and Haward

**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 checked="" 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.