



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: Pick Everard

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

Harnessing Local Resources

The University of Essex will be supported by over 40 multi-professional staff members from our nearby Bury St Edmunds office.

This proximity will allow us to respond rapidly to your requests, providing a responsive service and building effective relationships with your teams. Specialist expertise to deliver this project will be engaged from our nationally-based pool of knowledge, which will be harnessed to maintain consistency.

Establishing the Right Team

We understand from our previous work with the University of Essex, carried out by our architects and structural engineers, that architectural vision is crucial, particularly how the buildings work within the built environment to provide excellent learning facilities for both students and staff. Specific to your estate, this would include responding sensitively to the heritage of the Colchester Campus, with high quality design.

For each project we will form a team with the skills to meet your brief and aspirations. Taking project ownership and taking a pro-active approach throughout delivery, team members would promote early engagement, coordinating kick-off meetings to forge relationships with your team and establish a clear brief in-line with design, maintenance and FM requirements, enabling your master-plan, culture, drivers and aspirations to be understood.

Early establishment of accommodation and massing requirements, together with site data, i.e. services capacities will enable the site options to be assessed.

Scheduled Reviews

All projects will be structured in-line with RIBA stages, ensuring teams gain university sign-off before proceeding to the next stage, ensuring that there are adequate review periods. Value engineering will be reviewed at each stage to ensure value for money is being achieved, whilst engendering consistency and quality of approach.

Regular site visits will also ensure your standards are continually met, working to the principles of Soft Landings and the aspiration for zero defects at handover.

Maintaining Collaboration

We will bring Pick Everard's collaborative culture to this framework, to ensure we and the other new consultants work as one team.

Pick Everard's market-leading position in BIM will further aid collaboration. Our architects, building services and structural engineers will produce 3D drawings in Revit. We have found the use of 3D information in our design allows us to assess cost and spatial viability of proposals early on. Designs are easier to understand, enabling more rapid decisions to be made from site analysis to detailed layouts.

Meeting Tight Programmes

With ongoing learning prioritised and strict academic timetables to adhere to, we understand university projects are regularly subject to short timescales. It is therefore fundamental project managers engage stakeholders with decision-making authority.

We will work closely with the PM to advise on the correct procurement to meet the quality, cost, programme requirements and level of detail in the ERs to allow contractors the ability to provide innovation and value, whilst the quality being controlled by the university.

Furthermore, our experience of wet labs, computer suites and flexible university layouts will save time, with lessons learned informing rapid decision-making.

483 words



**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)

Limiting Risk

Refurbishments are notorious for time and overspend due to unknown structural form, services interface issues, inadequate tender information for contractors to price, poor construction planning and impractical aspirations. Our team will co-ordinate a complete structural and services appraisal comprising intrusive, fully dimensioned surveys, and exploration of archive information. We would recommend a 'point-cloud' survey to provide 3D images transferred to Revit 3D. Furthermore, Revit's integrated models allow us to provide contractors with detailed information. Early surveys are critical in this type of project to ensure detailed knowledge is available enabling informed decisions to be made. This significantly de-risks the project. We are able to utilise our experienced building surveyors and engineers.

While refurbishing the University of Leicester's historic Stirling-Gowan Engineering Building, this approach informed designs in the least obtrusive manner, achieving aspirations within the structure's capability.

Establishing the Right Team

Using our expert Architectural Division, we would appoint a team with the skills to meet your brief. Taking project ownership throughout delivery, team members would promote early engagement, coordinating kick-off meetings to forge relationships with your capital and development team to establish a detailed brief in-line with design, maintenance and FM requirements.

Our experienced MEP team will have access to our sustainability team to establish an early strategy with you to meet your CO2 emission targets.

Your capital and development team will work closely with our team in developing layouts, etc.; it is important the team is empowered to make decisions to ensure the phasing programme and budget requirements are met.

Scheduled Reviews

All projects will be structured in-line with RIBA stages, ensuring teams gain university sign-off before proceeding. This will facilitate decision-making, ensuring we meet programme and budget requirements. At review stages, each discipline will be represented

Value engineering will be imbedded into the design process.

Maintaining Collaboration

We will engage fellow consultants, forming relationships through kick-start meetings and developing integrated design proposals in response to your brief; we are currently demonstrating our skill in this regard through our pioneering work with Dudley College, utilising the Integrated Project Insurance Model to promote collaboration. Stakeholders would also be engaged closely to develop refurbishment plans in-line with their specific needs (e.g. upgrades to meet carbon emissions).

Utilising Effective Phasing to avoid Disruption

Having undertaken numerous successful higher education refurbishment projects, we know how important it is to minimise disruption to learning, utilising effective phasing and decant in line with a detailed programme to ensure university operations continue unhindered.

It is paramount that workshops and surveys are organised early on in refurbishments to inform understanding of buildings, distribution routes and plant space. 3D surveys and integrated option models using Revit across multiple disciplines will allow us to test cost and spatial viability. The knowledge of our in-house building surveyors, sustainability experts and mechanical and electrical engineers will be pivotal to this, ensuring we consider ventilation, thermal, CFD modelling and energy monitoring.

Gaining an understanding of your existing accommodation usage, our team can propose work-phasing and decant to minimise disruption.

499 words





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)

Understanding Client Needs

Our commitment to embedding quality and value begins at project inception: early workshops with client teams and stakeholders allow us to understand client culture, as well as key project drivers and aspirations. This informs decisions-making within clear guidelines, ensuring we develop briefs with measurable design and cost objectives. Understanding exactly what client's prioritise, we can start considering how best to add value and quality, working together to develop framework and project KPIs to demonstrate achievement, as we have on the SCAPE framework. We develop various options to identify a best-fit approach aligned with client needs, concentrating on areas where quality is most important and budgets are predominantly focused. Options will vary from lower-cost solutions delivering briefs with compromises, to higher-cost solutions providing best quality.

Delivering Quality and Value

Our multi-professional approach focuses on quality and capturing efficiencies for clients wherever possible. With all disciplines you require based locally and supported via regional offices, Pick Everard has capacity to offer seamless service delivery without resorting to costly supply partners. This supports rapid investigation options, allowing teams to deliver best quality and value, particularly while working to tight programmes.

We specify low maintenance items with minimal running costs and standardised low-cost materials where appropriate, factoring-in cleaning and replacement requirements, security implications and material longevity. Scope for allowing higher up-front capital costs is considered to reduce long-term running costs (e.g. investment in low energy, efficient heating systems).

At the University of East Anglia's Julian Study Centre for example, our approach allowed us to develop designs to Stage E+ before the contractor took control, ensuring quality was controlled and key elements protected against design development.

Improving Efficiency

Designing in 3D, co-located teams create integrated models to provide early building visualisation, eradicating clashes prior to construction, eliminating waste.

Furthermore, with all disciplines co-located in a single office, Pick Everard's approach drastically improves construction efficiency, reducing waste and saving cost and time.

Engineering Value

We further embed value by undertaking value engineering at each RIBA stage, using Revit modelling to support prompt access to cost data and ensure this process is undertaken continuously.

Our Eastern Presence drives Quality

Our Bury St Edmunds office will provide you with a strong local presence: you will benefit from a response time of less than an hour to deal with emergencies.

This also means we have an impressive understanding of local markets and contractors, an awareness of how they operate and existing relationships. Our position in the East is further strengthened through our appointment on various major frameworks, including SMARTE East, through which we have successfully co-located a project team with Essex County Council. As such, we would be in a position to utilise our knowledge and relationships to drive best value for the university during this framework.

Our experience of various procurement options will also facilitate early engagement with contractors, which in turn will allow them to gain an early understanding of the employer's requirements and work with us to deliver best value without compromising quality.

500 words





**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)

Understanding Client Needs

Our commitment to embedding quality and value begins at project inception: early workshops with client teams and stakeholders (including maintenance teams) allow us to understand client culture, project aspirations, current issues and lessons learnt. We use in-house mechanical and electrical engineers and building surveyors to augment this process, undertaking early surveys and energy audits to fully understand buildings. This informs early decisions-making, ensuring we develop briefs with measurable design and cost objectives.

We examine various options early on to best improve services in-line with client needs, balancing quality and value. Options will vary from lower-cost solutions delivering briefs with compromises, to higher-cost solutions providing best quality.

Delivering Quality and Value

Our multi-professional approach focuses on quality and capturing efficiencies for clients wherever possible. With all disciplines you require based locally and supported via regional offices, Pick Everard has capacity to offer seamless service delivery without resorting to costly supply partners. This supports rapid investigation options, allowing teams to deliver best quality and value, particularly while working to tight programmes.

We specify low maintenance items with minimal running costs and standardised low-cost materials where appropriate, factoring-in cleaning and replacement requirements, security implications and material longevity. Scope for allowing higher up-front capital costs is considered to reduce long-term running costs (e.g. investment in low energy, efficient heating systems). Our University refurbishments, such as at Liverpool and Manchester and consultation with our sustainability and low carbon team, provide extensive knowledge

Phasing Works

Phase planning is key to delivering value during refurbishments. While working at West Suffolk College, this achieved savings on decant, resulting in potential additional funds for the capital project.

Improving Efficiency

A planned and pragmatic approach to design limits structural changes, reducing costs whilst maintaining core requirements. This approach is currently being used to great effect with Norfolk Police across their estate.

We also create 3D integrated models which provide early building visualisation, eradicating clashes prior to construction. Vitally, this allows the team to clearly visualise designs, avoiding late changes, reduces waste on site and save cost and time. We bolster such savings by co-locating all disciplines in a single office, drastically improving construction efficiency.

Our Eastern Presence drives Quality

Our Bury St Edmunds office will provide you with a strong local presence: you will benefit from a response time of less than an hour to deal with emergencies.

This also means we have an impressive understanding of local markets and contractors, an awareness of how they operate and existing relationships. Our position in the East is further strengthened through our appointment on various major frameworks, including SMARTE East, through which we have successfully co-located a project team with Essex County Council. As such, we will utilise our knowledge and relationships to drive best value for the university during this framework.

Our experience of various procurement options will also facilitate early engagement with the contractor's supply chain, confirming key design elements and FM requirements to provide standardised systems selection.

491 words



**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)

Added Value we can provide

You will be engaging with a practice which:

- is truly multi-professional, locally-based and experienced in the education sector, with all professional disciplines readily-available from our nearby Bury St Edmunds office
- offers highly responsive services with a partnering culture
- boasts additional in-house construction knowledge (e.g. interior design, PM, QS, surveying) to solve challenges at no extra cost
- provides an in-house sustainability team and a culture of sustainability at the core of designs
- uses a master-plan/estate rationalisation approach, i.e. review site-wide implications for options
- offers market-leading BIM and sustainability modelling expertise to provide coordinated design development, design-testing from conceptual models onwards and a facility management tool for the future

Maintaining Service Continuity

Staff continuity will be retained, with all key framework team members remaining the same throughout. This will ensure consistency of approach and maintain performance, minimising learning curves and achieving continuous improvement.

Moreover, key team members already have knowledge of your university and site: Justin Ashworth worked on your sports master-plan and other Colchester Campus projects, John Scott has developed structural designs for many buildings, while other staff have worked on the Southend Campus fit-out.

Integrating the University

We will 'go the extra mile' in embedding a collaborative ethos, fully incorporating the University of Essex's project team within our own. How we add value will depend entirely on you; we will listen to your needs to understand what specifically drives value for you, as we have at Essex County Council.

Initiatives we have successfully launched during previous frameworks include team days to share successes and capture lessons.

Proactively Engaging Stakeholders

Our approach to engaging with stakeholders will align with our commitment to maximising value for you. To ensure all stakeholders are engaged, we commit to holding out-of-hours consultation events during key stages of the design process.

300 words



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)

Added Value we can provide

To demonstrate our ability to provide added value to your £300k refurbishment, you will be engaging with a practice which:

- can utilise a Building Surveying team to understand your refurbishment aspiration, resulting in an unparalleled ability to gain an expert understanding of your estate
- will undertake detailed condition surveys at the outset of projects to understand services interfaces, minimising delays caused by learning curves, and creating efficiencies by ensuring we have immediate impact through effective decision-making
- will utilise MEP surveys to understand services interfaces and existing capacities to de-risk the remodelling works package
- boasts in-house construction knowledge (eg PM, QS, surveying, conservation architect) to solve challenges at no extra cost
- use knowledge gained to de-risk time required by contractors to understand the remodelling works package
- utilise in-house interior design expertise to improve design quality

Integrating Teams

We would work with stakeholders and the whole supply chain to achieve:

- a collaborative approach to develop the brief and right design solution
- programme efficiency and quick decision-making
- targeted soft landings through kick-start meetings and design/site walkthroughs
- de-risked contractor understanding
- a culture of sustainability at the core of our design solution to meet carbon emission targets, utilising 3D and point-cloud surveys informed by an in-house sustainability team
- reduced contractor time throughout construction via 3D coordination

Maintaining Consistency

Key team members already have knowledge of your university and site: Justin Ashworth worked on Colchester Campus projects, John Scott has developed structural designs for many buildings, while other staff have been involved in the Southend Campus fit-out.

Construction Phase Management

Pick Everard will undertake tight programme management by liaising with contractors frequently to overcome interfaces and constraints generated by working on live buildings.

Added value can be realised by understanding the teaching delivery/programme constraints to manage client expectations.

297 words

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.

£ 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 10 % 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:

Pick Everard

Date:

8/6/15



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: Pick Everard

Date: 8/6/15

Changes requested

Clause No: 1.15 Details: CDM Regs 2007 - Refers to a CDM Co-ordinator, which no longer exists
Change reference to CDM Regs 2015.

Clause No: 1.39 Details: Payment provisions - The Scheme for Construction Contracts should apply.

Clause No: 1.10 Details: Provided always the Consultant's total liability to the Employer for all matters arising under or in connection with this Appointment, other than liability for death or bodily injury to a person who is not an employee of the Consultant, shall be limited to £5,000,000 (five million pounds sterling), the level of professional indemnity insurance provided by the Consultant.

The Consultant's liability to the Employer for indirect or consequential loss (including loss of profit) shall be excluded.
The Consultant's liability to the Employer shall be limited to that proportion of the Employer's losses for which the Consultant is responsible under this Appointment.



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	Pick Everard
Date	8/6/15

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:

8/6/15

Name:

[Redacted Name]

Position:

Partner

Authorised to sign tenders for and on behalf of: Pick Everard

**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.			