ARCHITECTURAL SERVICES TENDER

14 HYBRID OFFICE/INDUSTRIAL UNITS

At

Plots 11 & 12, Cornwall Business Park (West)

For

JAD Developments (Redruth) Ltd

February 2017
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Approved  Darren Willcocks MRICS  Director

Job No.  16-4162QS
Date  08/02/2017
Issue No.  1
Revision  -

February 2017
1 Introduction

1.1 Project Information

Project Title:
Proposed Construction of 14 hybrid office/industrial units (B1 Use Class) together with car parking and landscaping.

Description of the works:
Development of Architectural information to Building Regulations application. Production of technical design information. Overseeing construction works as designer and providing as built information including novation to the Design & Build contractor.

Location of the works:
Plots 11 & 12, Cornwall Business Park (West), Scorrier, Cornwall

Tender period:
2.5 weeks

Name and Address of:

Employer: JAD Developments (Redruth) Ltd.
Chappell House
The Green
Datchet
Slough
England
PSL3 9EH

Employers Consultant: Ward Williams Associates
Compass House
Truro Business Park
Threemilestone
Cornwall
TR4 9LD

Form of Contract:
RIBA Standard Agreement 2010 (2012 revision)

1.2 Project outline

JAD Developments (Redruth) Ltd. are proposing to carry out an industrial development at Cornwall Business Park (West), Scorrier and require the services of an Architectural Practice. The proposals for the site are for it to be developed to include warehouse/factory and office Employment Space. The project is to be part funded by ERDF and aims to create work-space to provide employment in the area.

February 2017
The Planning Application for the scheme has been approved and can be viewed online on the Cornwall Council Planning website under the application reference PA16/09294.

The client wishes to appoint an Architectural Practice to develop the existing design with the aim of achieving building regulations approvals, continuing development through tender stage, inspecting progress of the works during construction and producing as built information. The Architectural Practice will be novated to the Design & Build contractor after tender stage.

This document is a combined Pre-Qualification Questionnaire (PQQ) and Invitation to Tender (ITT) to establish the ability of the tendering practices to carry out work of this type and assess their proposals for completing the work required under this tender. The assessment of the submissions will be carried out on a price and quality basis. Within each section of this tender is given the weighting that it forms within the scoring of the combined PQQ and ITT. A summary of the weighting is as follows;

- PQQ: pass/fail
- ITT quality: 40%
- ITT price: 60%

The client reserves the right to postpone the intended closing date for bids and to accept any tender or no tender at all.

It will be a condition of the invitation to tender that the tenderer should not at any time prior to notification of the award of the contract disclose to or otherwise discuss with any other tenderer or any other third party its actual or intended tender price or any approximation of that price. Your indication that you wish to submit a tender will be taken as acceptance of that condition.

The client offers no guarantee that the lowest or any tender will be recommended for acceptance or accepted.

The client will not be responsible for any cost incurred in the preparation of any tender. Any acceptance of the tender will be subject to the execution of the formal appointment document and to the receipt of any approval necessary for the work.

**All tenderers are to complete sections 3, 4 and 5 and return their submission by 3:00pm on Friday 24th February 2017 to:**

- Richard Salmon
- Ward Williams Associates
- Compass House
- Truro Business Park
- Threemilestone
- Cornwall, TR4 9LD

By submitting a tender, the tenderer agrees that the offer shall remain open for consideration for 6 weeks from the date set for the receipt of tender.
1.3 Scope of works

The Outcome of the tender will be to appoint a company to act as Architect and lead designer for the scheme. The initial outcome of the appointment will be to develop the existing information to submit a Building Regulations application. Future works will be to produce tender documents, detailed technical design, oversee construction activities and provide as built information. The Architectural practice will be novated to the Design & Build contractor after tender stage. The aim is for the project to be partially ERDF funded and the professional documents and reports will be required to fulfil the standard ERDF funding requirements, fulfil ERDF levels of information and provide the depth of information to satisfy all ERDF Audit requirements. The consultant will not act to jeopardise this funding by breaching any of the funding conditions.

The deliverables are:

1. Produce and submit technical design for Building Regulations approval, including dealing with any associated queries and amendments.
2. Produce the architectural design information for tender. This tender will be on a Design & Build basis so will require sufficiently detailed information for a scheme which is feasible within the limitations of all applicable design standards to communicate the design intent and level of specification, but with the final detail of the design to be finalised by the successful contractor. This is to include for all of the RIBA Stage 4 deliverables to give certainty of the end product to the client.
3. Novation of the appointment to the successful contractor using the City of London Law Society Standard Form of Novation (included in Appendix A).
4. Complete the design, oversee construction works including weekly site visits, respond to site queries and produce as built information. Assist in addressing outstanding planning conditions.

1.4 Anticipated programme

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Combined PQQ/ITT issued</td>
<td>8 February 2017</td>
</tr>
<tr>
<td>Combined PQQ/ITT returned</td>
<td>24 February 2017</td>
</tr>
<tr>
<td>Combined PQQ/ITT assessment</td>
<td>3 March 2017</td>
</tr>
<tr>
<td>Appointment of chosen tenderer</td>
<td>8 March 2017</td>
</tr>
<tr>
<td>Issue construction tender</td>
<td>12 April 2017</td>
</tr>
<tr>
<td>Construction tender submission</td>
<td>3 May 2017</td>
</tr>
<tr>
<td>Appointment of chosen contractor</td>
<td>10 May 2017</td>
</tr>
<tr>
<td>Start construction on site</td>
<td>June 2017</td>
</tr>
<tr>
<td>Completion of construction</td>
<td>May 2018 (estimated)</td>
</tr>
</tbody>
</table>

1.5 Submissions

Tenderers will be required to submit the following information as part of the tender:

A) Completed Pre-Qualification Questionnaire
B) Completed Invitation to Tender quality assessment
C) Completed Invitation to Tender price assessment

February 2017
The above information will be used to evaluate the submission from which the winning tender will be selected.

1.6 Tender Evaluation Criteria

The overall price quality split will be: Pre-Qualification Questionnaire (pass/fail), Invitation to Tender Quality (40%) and Invitation to Tender Price (60%).

The Pre-Qualification Questionnaire (PQQ) and Invitation to Tender (ITT) Quality element evaluation criteria and associated weighting

It is intended that contractors will be expected to provide the PQQ and ITT qualitative assessment information relating to each question within their returned bid documentation.

PQQ Evaluation
Each PQQ question will be assessed against the pass/fail criteria. If the criteria are met the ITT quality and price submission will be assessed. If the criteria are not met the submission has failed the requirements and the ITT quality and price submission will not be assessed.

ITT Quality Evaluation and scoring
Table 1 (Evaluation Scoring Criteria) sets out the guidance and scores that can be awarded to each quality criterion being assessed. Each ITT quality question must be assessed and scored against the Evaluation Scoring Criteria in Table 1. This will then need to be divided by 5 to obtain the actual score. Scores will be awarded by multiplying the weighting of the chosen criterion by the desired score. The calculation appears as follows:

Agreed Score for selected Criterion multiplied by weighting for chosen criterion.

PQQ and ITT Quality Evaluation and scoring example
For example, this tender will be assessed on a pass/fail PQQ, 40% ITT quality and 60% ITT price ratio with two PQQ and three quality assessment criteria:

PQQ Element
• Each PQQ and quality assessment questions weighting is indicated against each question
• The Employer assessed the first PQQ question and scored it as a pass
• The Employer assessed the second PQQ question and scored it as a pass
• Therefore, the PQQ has achieved a pass

ITT Quality Element
• The Employer assessed the first ITT question and scored it 3
• The Employer multiplies 10% by 3 and then divides the answer by 5
• The resulting calculation gives a quality score against question three of 6.0%
• The Employer assessed the second quality question and scored it 4
• The Employer multiplies 15% by 4 and then divides the answer by 5
• The resulting calculation gives a quality score against question one of 12%
• The employer assessed the third quality question and scored it 3
• The employer multiplies 15% by 3 and then divides the answer by 5
• The resulting calculation gives a quality score against question two of 9%
• Therefore, the total weighted ITT Quality score is 27% (out of a possible 40%)

ITT Price Scoring

The total price ratio is 60%.

The price score is calculated as follows:

\[
\left( \frac{\text{Lowest Price}}{\text{Tenderers Price}} \right) \times \text{Weighting}
\]

For example, if the lowest tender price is £30,000 and Tenderer 1’s price is £37,300 their total weighed ITT Price score would be:

\[
\left( \frac{30,000.00}{37,300.00} \right) \times 60\% = 48.3\%
\]

Total Scores

The preferred Tenderer will be that which achieves the highest overall PQQ, ITT quality and ITT price combined score. In the example given that will be as follows:

<table>
<thead>
<tr>
<th>Scores</th>
<th>Tenderer 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>PQQ</td>
<td>pass</td>
</tr>
<tr>
<td>ITT Quality Scores (out of 40%)</td>
<td>27.0%</td>
</tr>
<tr>
<td>ITT Price Scores (out of 60%)</td>
<td>48.3%</td>
</tr>
<tr>
<td>Total (out of 100%)</td>
<td>75.3%</td>
</tr>
</tbody>
</table>

The tenderer with the highest score from the 100% available wins the tender.
## Evaluation Scoring Criteria

<table>
<thead>
<tr>
<th>Score</th>
<th>Guideline for assessors</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>Completely fails to meet required standard or does not provide a proposal.</td>
</tr>
<tr>
<td>1</td>
<td>Response significantly fails to meet the standards required, contains significant shortcomings or is inconsistent with other proposals.</td>
</tr>
<tr>
<td>2</td>
<td>Response falls short of achieving expected standard in a number of identifiable respects.</td>
</tr>
<tr>
<td>3</td>
<td>Response meets the required standard in most material respects, but is lacking or inconsistent in others. The assessment indicates the tenderer has demonstrated, with some reservations, their ability to provide the services being assessed.</td>
</tr>
<tr>
<td>4</td>
<td>Response meets the required standard in all material respects and the assessment indicates the tenderer has demonstrated their ability to provide the services being assessed.</td>
</tr>
<tr>
<td>5</td>
<td>Response meets the required standard in all material respects and in exceeding some or all of the major requirements represents an exceptional demonstration by the tenderer of their ability to provide the services being assessed.</td>
</tr>
</tbody>
</table>

*(Table 1)*

February 2017
2.0 Conditions of Appointment

RIBA Standard Agreement 2010 (2012 Revision)

The Project: Proposed 14 hybrid office/industrial units (B1 Use Class) together with car parking and landscaping, Plots 11 & 12, Cornwall Business Park (West), Scorrier, Cornwall

The Client: JAD Developments (Redruth) Ltd.
Chappell House
The Green
Datchet
Slough
PSL3 9EH

The Architect: TBC

The Project

Client: is acting for business or commercial purposes

The services relate to: Proposed 14 hybrid office/industrial units (B1 Use Class) together with car parking and landscaping

At: Plots 11 & 12, Cornwall Business Park (West), Scorrier, Cornwall

To be procured by: TBC

Project description: this box is to be deleted

Brief: refer to this document

Amendments to the Conditions: None

Timetable: As section 1.4 of this document

Initial project budget: TBC

Liability and Insurance

Time limit: 12 years

Amount of PI insurance: £5,000,000 (five million)

Collateral warranty: none

Third party schedule: none

Novation agreement: City of London Law Society Standard Form of Novation Agreement

Other: none

February 2017
Dispute Resolution

Mediation service: RIBA

Adjudication: CIC Model Adjudication Procedures current at the date of reference

Nominator of Adjudicator: RIBA

Litigation or Arbitration: Arbitration

Applicable Law: England and Wales

Effective Date: TBC

Project Appointments

Core Project Roles: None yet appointed

Services

Part 1 Role Specifications: Lead Designer and Architect as Designer

Part 2 Design Services: Stages 4, 5 and 6

Part 3 Other Services: None

Fees and Expenses

Basic Fee: (to be completed in accordance with tender submission)

Other Fees: (to be completed in accordance with tender submission)

Time Charges: (to be completed in accordance with tender submission)

Expenses and Disbursements: a) at net cost plus handling charge of (to be completed in accordance with tender submission) % of net cost.

Specified Expenses: NA

Other Expenses: net cost plus handling charge of (to be completed in accordance with tender submission) % of net cost.

Travel: (to be completed in accordance with tender submission)

Hard copies of Drawings and Documents: (to be completed in accordance with tender submission)

VAT Registration Nr.: TBC

Accounts for instalments of fees shall be issued: Monthly

February 2017
3.0 Pre-Qualification Questionnaire

3.1 The Pre-Qualification Questionnaire is assessed on a pass/fail basis.

3.2 Pre-Qualification Questionnaire

In respect of the Project identified in this document, please indicate the following:

1. A copy of the company’s insurances: Professional Indemnity insurance to a minimum level of £5 Million (weighting 0% - pass or fail).

2. A copy of the Company’s Health and Safety Policy (weighting 0% - pass or fail).

A fail on either question 1 or 2 above will result in the tenderer not passing the requirements for the PQQ and therefore the tender will be excluded from the bid.
4.0 Invitation to Tender Quality Assessment

4.1 The Invitation to Tender Quality Assessment will form 40% of the overall tender evaluation. This section will be marked in accordance with the criteria set out in Section 1.6.

4.2 ITT Quality Assessment Questions

1. Provide details of how the abilities and lessons learnt on previous similar projects will benefit the delivery of this project.

   Submission to consist of a maximum of 1 side of A4 with reference to a minimum of 3 previous similar projects.

   Higher marks will be awarded to companies who best demonstrate how the methods, knowledge and resources used successfully on similar previous projects can benefit this project. (Weighting – 10%).

2. Provide details of your proposed structure of the management and resourcing of this project, including supervision, technical and administration resource, in order to demonstrate your ability for provide suitable and sufficient resources to ensure project success.

   Submission to consist of a company organogram

   Higher marks will be awarded to companies who best demonstrate management structure, lines of authority, reporting and depth of resource capacity to undertake this project. (Weighting – 15%).

3. Provide CVs of the proposed staff to resource this project demonstrating their experience, ability and suitability to deliver services for this project.

   Submission to consist of a minimum of 2 CVs.

   Higher marks will be awarded for CVs which demonstrate the proposed staff will be capable of providing a high quality of service based on experience, ability and suitability. (Weighting – 15%).
5.0 Invitation to Tender Price Assessment

5.1 The Invitation to Tender Price Assessment will form 60% of the overall tender evaluation. The tenderers are to submit a lump sum price for the works required by the scope.
## 5.2 ITT Price Assessment Schedule of Rates

The tenderer is to complete the table below to achieve a total price for the works included in this tender. This total will be used to compare the tenders.

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Basic Fee</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lead Designer and Architect as Designer</td>
<td>1</td>
<td>item</td>
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</tr>
<tr>
<td>Stage 4</td>
<td>1</td>
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<tr>
<td>Stage 5</td>
<td>1</td>
<td>item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stage 6</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>In stages 5 &amp; 6 the Basic Fee includes site visits</td>
<td>52</td>
<td>Nr</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other Fees</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provisional Sum for review of design information produced to date</td>
<td>1</td>
<td>item</td>
<td>£20,000</td>
<td>£20,000</td>
</tr>
<tr>
<td><strong>Time Charges</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expenses and Disbursements:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Allow a Provisional Sum for Expenses and Disbursements of Two Thousand Pounds for Planning, Building Regulations and similar fees</td>
<td>1</td>
<td>item</td>
<td>£2,000</td>
<td>£2,000</td>
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<tr>
<td>Percentage addition for handling charge on Expenses and Disbursements</td>
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<td>%</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Travel</td>
<td></td>
<td>Mile</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>The above total is to include for one hard copy of each document produced. Additional documents are to be charged at the following rates</td>
<td></td>
<td></td>
<td></td>
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</tr>
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### Hard copies of drawings in black and white:

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<th>Rate</th>
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<td>Nr</td>
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<td>NA</td>
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<td>Nr</td>
<td>NA</td>
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<td>Nr</td>
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<td>Nr</td>
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</tbody>
</table>

### Drawings in PDF format or similar:

<table>
<thead>
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<th>Format</th>
<th>Quantity</th>
<th>Unit</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
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</tr>
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</tr>
<tr>
<td>A0</td>
<td>10</td>
<td>Nr</td>
<td>NA</td>
<td>NA</td>
</tr>
</tbody>
</table>
Appendix A    City of London Law Society Standard Form of Novation
City of London Law Society

Standard Form Novation Agreement

THIS AGREEMENT is made the day of 200

BETWEEN:-

(1) [ ] whose registered office is at [ ] (“the Employer”);

(2) [ ] whose registered office is at [ ] (“the Contractor”); and

(3) [ ] whose registered office is at [ ] (“the Consultant”).

WHEREAS:-

(A) The Employer has appointed the Consultant to provide [ ] services (“the Services”) by an agreement dated [ ] (“the Appointment”).

(B) The Employer has appointed the Contractor under a contract (“the Contract”) to design and construct certain works as therein described (“the Works”).

(C) The Employer, Consultant and Contractor have agreed that from the date of this Agreement the Contractor shall assume the obligations of the Employer and that the Consultant shall perform its obligations under the Appointment in favour of the Contractor and that the Employer and the Consultant shall each release the other from any obligations owed by the other to them under the Appointment.

NOW IT IS HEREBY AGREED as follows:-

1. Novation

1.1 The Employer hereby releases and discharges the Consultant from any and all obligations and liabilities owed to the Employer under the Appointment.

1.2 The Consultant undertakes to perform the Appointment and to be bound by its terms in every way as if the Contractor were, and had been from the inception, a party to the Appointment in lieu of the Employer.

1.3 The Consultant hereby releases and discharges the Employer from any and all obligations and liabilities owed to the Consultant under the Appointment and accepts the liability of the Contractor under the Appointment in lieu of the liability of the Employer.

1.4 Without prejudice to Clause 1.2, the Consultant warrants to the Contractor that it shall be liable for any loss or damage suffered or incurred by the Contractor arising out of any negligent act, default or breach by the Consultant in the performance of its obligations under the Appointment prior to the date of this Agreement. Subject to any limitation of liability in the Appointment, the Consultant shall be liable for such loss or damage notwithstanding that such loss or damage would not have been suffered or incurred by the Employer (or suffered or incurred to the same extent by the Employer).
1.5 The Consultant acknowledges that all fees and expenses properly due to the Consultant under the Appointment up to the date of this Agreement have been paid by the Employer.

1.6 The Contractor undertakes to perform the Appointment and to be bound by its terms in every way as if the Contractor were, and had been from the inception, a party to the Appointment in lieu of the Employer.

2. **Proper Law and Jurisdiction**

This Agreement and the rights and obligations of the parties hereto shall be governed and construed according to English Law. Any dispute shall be subject to the jurisdiction of the English Courts.

3. **Contracts (Rights of Third Parties) Act 1999**

Notwithstanding any other provision in this Agreement, nothing in this Agreement is intended to confer on any person any right to enforce any of the provisions of this Agreement which such person would not have had, but for the Contracts (Rights of Third Parties) Act 1999.

**IN WITNESS** whereof the parties hereto have executed this Agreement as a Deed the day and year first before written.

Executed as a Deed by [                        ]
acting by:- [                        ]

Director

Director/Secretary

Executed as a Deed by [                        ]
acting by:- [                        ]

Director

Director/Secretary

Executed as a Deed by [                        ]
acting by:- [                        ]

Director

Director/Secretary

(20844941.05)