Development and Delivery Phase - RIBA 0 to RIBA 7.

Responsibilities: Project & Programme Management to RIBA 0 to 7, Funder & Stakeholder Management



Invitation to Tender (ITT) for Delapré Abbey – Project Management & Cost Consultant

Submission of Tenders: 17th October 2022

Any queries relating to this tender should be submitted via the Delapré Abbey email – <u>Richard.clinton@delapreabbey.org</u>

Issue date: 26th September 2022

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1.0 INTRODUCTION

1.1 Overview: Purpose of the Tender

1.1.1 Delapré Abbey is currently in the pre-development phase of a Round 1 application to the National Lottery Heritage Fund (NLHF) which will focus on the redevelopment of the 19th Century Stable Block to create space for social enterprise, social prescribing, and wellbeing.

Delapré Abbey wishes to appoint a suitably qualified and highly experienced Project Manager and Cost Consultant to lead on the Pre-development, Development and Delivery Phases - RIBA 0 to RIBA 7. This shall be in accordance with the RIBA's Plan of Work attached to the end of this report (see appendix 01). Note that designs are currently at RIBA Stage 2 (Concept).

The person or firm(s) appointed to this role will be supported by a separately contracted Multi Disciplinary Design Team (MDDT) as outlined in a separate brief and separate invitation to tender.

For the purpose of this document, references to a cost consultant or quantity surveyor (QS) will be used interchangeably.

The deliverables for the project are:

Fully executed and exemplary Round 2 grant application

A 3D model of the building for use in cost management and build process and engagement activities

A Business & Fundraising Plan and Development Appraisal

A Management & Maintenance Plan

Fully itemised Cost Plans for the Capital Works

Planning permission and other Statutory Consents (tendered separately)

Details designs up to RIBA Stage 5 (Construction) (tendered separately)

Procurement of Principal Contractor and delivery of Capital Works project

Full quantity surveying services and cost advice throughout

Subject to satisfactory performance and funding being secured for the Delivery Phase, the Project Manager and QS team will also be commissioned, through this same tender process, to work with the MDDT to deliver the implementation of all landscape and building works, including service installations from initial concepts through to completion and hand over.

If successful, work undertaken in the Delivery Phase will include:

 Project Management and administration of all consultants up to completion (RIBA Work Stage 7)

There is, however, no guarantee that Delivery Phase services will be required and bidders should take account of this.

- 1.1.2 The PM and QS team will work very closely with the Delapré Abbey Trust and other key stakeholders to ensure the successful development and delivery of the 19th Century Stable Project.
- 1.1.3 This ITT sets out the background to the project, the tender process, timescales and management arrangements. It has been issued to obtain a fixed fee proposal with itemised detail for both the Development and Delivery Phases and shall include all of the above disciplines relating to project management and cost consultant services for the redevelopment of the 19th Century Stable.
- 1.1.4 These Instructions to Tenderers and all other documents forming this invitation to tender, form the tender documents.
- 1.1.5 The required Services are described in detail in Section 3 of this ITT Specification of Requirements and the relevant appendices. The estimated project budget for the delivery of the capital works including preliminaries from RIBA 4 to 7 (excluding contingency, inflation and fees) is currently circa £2,747,235 although we expect this to change during RIBA 3 to 4.
- 1.1.6 The tenderer is deemed to have fully acquainted him or herself with the tender documents and to have taken these into account in his or her tender price, for all matters affecting the Service contract.
- 1.1.7 Tender submissions shall remain open for acceptance without alteration for a period of 60 days, following the return date for tenders.

1.2 Project Specifics

- 1.2.1 Delapré Abbey is located on London Road, Northampton, around a mile from the city centre. Situated on the site of the 1460 Battle of Northampton, the Delapre Abbey stable blocks consist of an altered core around a courtyard and is the subject of this ITT. The wider site sits in a conservation area within over 550 acres of park and woodland, and is formed of the Grade II* 900 year old Abbey and a complex of buildings.
- 1.2.2 Delapré Abbey with the previous local authority successfully delivered a £6.3m preservation and restoration of the Abbey buildings which reopened in 2018 as a multi-use heritage visitor attraction and venue. This included a visitor and education centre, shop, exhibition space, restaurant and cafe.
- 1.2.3 The trustees would now like to forge ahead with the second phase of development by restoring the 19th century stable yard into a new space focused on social enterprise, social prescribing and wellbeing.
- 1.2.4 The stables are currently in a state of some disrepair but they present an obvious commercial opportunity for the Delapré Abbey Preservation Trust who are looking to ensure the long term sustainability and maintenance of the Abbey site as a whole.
- 1.2.5 Although the buildings which form the C19th Stable Block and are the subject of this ITT are themselves unlisted, they lie within the Delapré Abbey Conservation Area which was formally designated in 2007.
- 1.2.6 The C19th Century Stable Block comprises a number of buildings known as The Stables, The

Gate Lodge, The Apple Store and the Workshop. This terminology gives an indication of their last known use.

- 1.2.7 The buildings are generally of traditional brick built construction, with dual pitched roof coverings and timber framework throughout. Over time stone built boundary walls appear to have been incorporated into certain areas and elsewhere materials such as roof tiles have been replaced with modern equivalents.
- 1.2.8 The condition of these buildings has been assessed and a report prepared which will be made available for further study. This encompasses a range of defects from eroded masonry, cracking of walls, vegetative growth, rotten timber joinery, movement within structural members and water damage.
- 1.2.9 Drawings will be provided within the appendices showing the existing layout and likely proposals for mixed use.
- 1.2.10 Note that any remedial or new work will have to be implemented in accordance with current statutory requirements while still being sympathetic to the needs of historic building fabric.
- 1.2.11 In carrying out the refurbishment and conversion of the C19th Century Stable Block, the Delapré Abbey Preservation Trust aims to change these tired buildings into impressive assets for the future.
- 1.2.12 The Project Manager and QS team will be pivotal in developing and delivering this exciting project and in securing the critical funding that is required to deliver this flagship project.

Floor	Accommodation & Measurements
Floor	Accommodation & Measurements
Ground	GROSS INTERNAL AREA 924.4 SQM (9950.16 SQ FT)
First	GROSS INTERNAL AREA 74.6 SQM (802.99 SQ FT)
GROSS INTERNAL AREA 999 SQM (10753.15 SQ FT)	
EXTERNAL - THE SITE IS A TOTAL OF 0.808 ACRES	

- 1.2.13 Delapré Abbey Preservation Trust has been in existence since 2006. It is an independent not-for-profit charity and company limited by guarantee, with a Board of Trustees who provide governance and monitor performance through various subgroups. The day-to-day operations of the Trust are delegated to the Chief Executive.
- 1.2.14 Delapré Abbey's vision for the 19th Century Stable Block is as follows: Situated on the site of the 1460 Battle of Northampton, the Delapre Abbey complex is Grade II* listed and consists of a much-altered core around a courtyard. The Abbey is one of a group of buildings that includes the Stable Blocks.

The 19th century stable buildings, to the north of the site, are used for storage but could be transformed into mixed use retail and commercial spaces. The stable complex comprises multiple buildings that architectural plans and an options appraisal indicate could be converted into up to 16 mixed use units.

The stables are in a state of disrepair but present a commercial opportunity for the Trust, to ensure the long-term sustainability and maintenance of the whole Abbey site. Once developed, the stable site could generate circa £158,000 in income (based on 2021 assessments), and possibly £1.2m of GVA for the local economy.

The intention is for the units to be of mixed use that would bring the greatest benefit to visitors, the wider community and increase visit dwell time and more sustainable income by providing additional onsite facilities. The goal for the development is that enough income is raised through the commercial and retail units to make the whole Abbey site free to enter, and more accessible to all.

Looking at our understanding of the market, our visitors and comparative organisations, we have identified that a successful mixed model of community, retail and commercial opportunities exists. Having a mixed model will also allow us to bring in flexibility to our business model, and to support the use and lease of some of the units by community organisations for broader and more inclusive benefit

RE-DEVELOPMENT PHASE

Pre- Development Phase – Methodology, Outcomes and Project Team Services:

On appointment the successful tenderer will be expected to implement the following:

- Take delivery of the client's brief. Note this may have been revised slightly since Concepts were initially agreed (RIBA Stage 2)
- Give a short presentation to the client and key stakeholders of the specific project roles, including a description of the duties and responsibilities that will be attributed to each one
- Advise the client and stakeholders what they themselves will be asked to contribute (in a timely manner) to ensure the smooth running of the project
- Give a broad overview of the process and methodologies that will be used to achieve key milestones
- Establish a communications system that will include regular meetings (virtual or in person) plus a reporting strategy for the MDDT, client team, funders and other stakeholders
- Provide digital support as necessary and share documents on a cloud based platform

DEVELOPMENT PHASE

Development Phase – Methodology, Outcomes and Project Team Services:

During the Development Phase of the project the Design Team will build upon the solid work

completed in the options appraisal and architectural plan concepts stage. The team will further develop and expand the depth of project detail through considered research and studies, commissioning specialist plans and surveys and conducting a thorough review into all aspects of the 19th Century Stables to gauge the potential outcomes and revenue which could be delivered.

Alongside this, there will need to be a comprehensive and fully inclusive Consultation Strategy to engage key local stakeholders and potential business partners, Abbey users and local communities.

These critical deliverables will feed directly into quality costed Scheme Design Proposals which will be submitted with the final NLHF grant application for the Delivery phase.

Development Phase – Programme Delivery

The Development Phase will last for approximately 14 months (Development Phase started in July 2022 for the Trust) until submission of the NLHF Round 2 application becomes due in November 2023. This will depend on successful implementation of the Project Execution Plan

Development Phase – Procurement Strategy

The Project Management and QS Team which will be appointed shall contain all required specialisms to deliver the quality and quantity of work required for a successful final NLHF application. There will be a single contract between Delapré Abbey and the Lead Consultant of the Project Management team. The Lead Consultant will be responsible for the commissioning and contract management of the required specialists and surveys.

The Project Management and QS Team will initially be appointed to lead on all aspects of the Development Phase. Subject to satisfactory performance and if the necessary funding for the Delivery Phase is secured, the commission may be extended to cover implementation of the Delivery Stage of the project. There is, however, no guarantee that Delivery Stage services will be required.

Development Phase – Outcomes

- Development of Project programme with the Trust and other consultants to cover the following: (i) match funding and development of the business plan, (ii) procurement of contractors and specialist advisers, (iii) capital works contract, (iv) interpretation research and delivery, (v) activity planning and (vi) data collection and evaluation
- Establishing a broad budget for the project, calculating shortfalls, and highlighting to fundraising team
- Making enquiries to establish that all legal and statutory requirements are met
 Preparing and continuing to develop a detailed cost plan from sketch concepts through to
 procurement of construction contractors
- Compiling a detailed risk register for collaborative involvement and monitoring within the team
- Compiling a schedule of Enabling and/or ancillary works that may impact upon project costs
- Calculating any additional expenditure to be factored in such as preparations for tenant fit out
 Drafting an early-stage Development Appraisal to accompany an application for funding
 Developing the following: Business Plan

- Preparing initial Evaluation Report and Evaluation Strategy plus Benchmarking for the Delivery Phase
- Liaising with the client team's financial advisor to assist in preparation of cash flow projections were required
- Development of Consultation plan (in collaboration with local communities and stakeholders to share knowledge and develop the project objectives)
- Working collaboratively with the client team and stakeholders on consultation an engagement, with both the public and targeted audiences, using a variety of approved media
- Preparation of tender documents for Contractor procurement
- Developing the following: Management and Maintenance Plan
- Support in the preparation of a fully executed and exemplary Round 2 application to the National Lottery Heritage Fund for a Heritage Enterprise grant covering RIBA Stages 1-3 (finalisation of concept proposals)

Development Phase – Project Management Services Required

To fulfil the project outcomes the following specialisms are required from the **Project Manager and Cost Consultant in the Development Phase:**

- Project Management and Lead Consultant
- Quantity Surveyor

Key services are summarised below with further details available in **Section 3 – Specification of Requirements- Appendix A: Schedule of Services.**

1. Project Manager and Lead Consultant

The following services are expected: RIBA Work Stage 2 to 4

- Consultant appointments
- Brief, design and quality control
- Reporting and meetings (pre-contract)
- Programming
- Capital budgeting
- Construction economics and financial management
- Local authority and planning approvals
- Preparation and submission of Planning Application

2. RICS Qualified Quantity Surveyor

The following services are expected: RIBA Work Stage 2 to 4

- Cost Planning
- Construction Tender Action Plan and Assessment with Project Manager

DELIVERY PHASE

<u>Please Note:</u> Subject to satisfactory performance and funding being secured for the Delivery Phase, the Project Management and QS Team will also be commissioned through this tender to manage the implementation of all works in the Delivery Phase.

There is, however, no guarantee that delivery stage services will be required, and bidders should take account of this.

Delivery Phase – Methodology, Outcomes and Project Team Services:

Delivery Phase – Methodology

During the Delivery Phase of the project the appointed Project Management and QS team will manage and oversee the implementation of all landscape and building works agreed at Development Phase. They shall also ensure delivery of the key heritage and landscape outputs and outcomes. **The Lead Consultant** will also be expected to manage the MDDT Team on behalf of Delapré Abbey.

All works will need to be delivered in line with relevant guidance provided by the NLHF.

Delivery Phase - Programme

If successful in securing funding, the Delivery Phase will commence in March 2024 and last until the completion of capital works in May 2025.

Delivery Phase – Procurement Strategy

Subject to satisfactory performance and funding being secured for the Delivery Phase, the Project Management and QS Team will also be commissioned through this tender to manage the implementation of all capital works at Delivery Phase.

The appointed Project Management and QS Team, working with the Multi-Disciplinary Design Team will either contain or will commission all required specialisms to deliver the quality and quantity of work required as detailed in the Stage 2 NLHF application.

It is a requirement that the design be progressed to RIBA Work Stage 4 prior to tendering the construction works (although this may be reviewed following the appointment of the Design Team to ensure that the restoration is delivered to an acceptable quality).

There will be a single contract between Delapré Abbey and the Lead Consultant who will be responsible for commissioning and contract managing the required specialists. As lead consultant, tenderers will be expected to produce tender documentation for the appointment of the delivery contractor and lead the evaluation/appointment process, although Delapré Abbey will procure the contractor, and have a contract directly with them.

Delivery Phase – Outcomes

Below is a summary of the expected outcomes and outputs for the Delivery Phase.

• Management and implementation of the construction plans to RIBA Work Stage 7, to agreed timescales, costs and quality standards and in accordance with NLHF and other applicable guidelines.

- The Project Management and QS Team should update and/or oversee the updating of any Plans, Reports and Maps as appropriate (including the Management and Maintenance Plan and the Conservation Plan).
- The commission will include the management of the procurement process, assisting Delapré Abbey in contractor selection and overseeing contracts on behalf of Delapré Abbey. The procurement processes must be in line with Delapré Abbey's Standing Orders, NLHLF procurement guidelines and must achieve value for money whilst delivering high quality works. Contractors selected to deliver capital works will be directly appointed by Delapré Abbey.
- The successful Lead Consultant will be expected to work as a member of Delapré Abbey's Project Board.

Delivery Phase – Project Management and QS Team Services Required

Delapré Abbey intends to appoint a cohesive Project Management and QS Team to deliver the project.

Key services are summarised below with further details available in **Section 3 – Specification of Requirements- Appendix A: Schedule of Services**

1. Project Management - Lead Consultant

The following services are expected:

RIBA Work Stages 4 to 7

- Contract procedures
- Reporting and meetings (post contract)
- Construction economics and financial management
- Cash Flow
- Contract Management
- Discharge of any planning conditions (alongside Lead Designer)

2. Quantity Surveyor

The following services are expected:

RIBA Stages 4 to 7

- Cost management and reporting
- Value Engineering
- Contractor's cost management liaison

2.0 INSTRUCTIONS FOR TENDERING

2.1 General Tendering Information

- 2.1.1 These instructions are designed to ensure that all Tenderers are given equal and fair consideration. It is important therefore that you provide all information asked for in the format and order specified in the tender documents. If you have any doubt as to what is required or will have difficulty in providing the information requested, please submit a question via email to Richard.clinton@delapreabbey.org
- 2.1.2 Delapré Abbey reserves the right to contact and take up references. Tenderers are required to provide details of three references for work of similar scale and nature in the ITT submission.
- 2.1.3 Tenders shall be submitted in accordance with these instructions.
- 2.1.4 Tenders that do not comply with any mandatory requirement (i.e. where the words "shall" or "must" are used) will be rejected.
- 2.1.7 This ITT does not constitute an offer and Delapré Abbey does not undertake to accept any tender. Delapré Abbey reserves the right to accept a Tender in part, rather than in full.
- 2.1.8 Whilst the information contained in this ITT is believed to be correct at the time of issue neither Delapré Abbey, nor its advisors, will accept any liability for its accuracy, adequacy or completeness nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from this ITT (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise available) to any Tenderer. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of Delapré Abbey.

2.2 Confidential Nature of Tender Documentation

- 2.2.1 Documentation in relation to this Invitation to Tender and any Tenders received by Delapré Abbey in response to it shall be treated as private and confidential save where the disclosure is required by law.
- 2.2.2 Other than with professional advisers or sub-contractors that need to be consulted with regards to the preparation of the Tender, Tenderers shall not:
 - a) Disclose that they have been invited to tender;
 - b) Discuss the Invitation or the Tender they intend to make;
 - c) Release any information relating to the ITT and/or the Tender that they intend to make;
 - d) Devise or amend the content of their Tender in accordance with any agreement or arrangement with any other organisation and/or person, other than in good faith with an organisation and/or person who is a proposed partner, supplier, consortium member or provider of finance;
 - e) Enter into any agreement or arrangement with any other organisation and/or person, other than in good faith with an organisation and/or person who is a proposed partner,

supplier, consortium member, or provider of finance;

- f) Enter into any agreement or arrangement with any other organisation and/or person that has the effect of prohibiting or excluding that person from submitting a Tender;
- g) Canvass directly or indirectly with any other Tenderer, Member or Officer of Delapré Abbey (including its consultants and contractors) in relation to this procurement;
- h) Attempt to obtain information from any of the employees or agents of Delapré Abbey or their advisors concerning another Tenderer or Tender.
- i) Pass the ITT documents to any other organisation.
- 2.2.3 If a Tenderer does not observe the points above, Delapré Abbey will reject their tender and may decide not to invite the Tenderer to tender for future work.
- 2.2.4 Delapré Abbey will consider only bona fide bids, which do not refer to any other bid. It shall be entitled to disqualify any application where collusive bidding is suspected.

2.3 Freedom of Information Act 2000 and the Environmental Information Regulations 2004

- 2.3.1 Delapré Abbey will consider the disclosure of any information, including pricing information (for both successful and unsuccessful Tenderers), subject to the exemptions / exceptions under the Information Legislation. Tenderers should be aware that attaching a blanket label of "private and confidential" or "commercial in confidence" to their proposal may not exempt / except the proposal from disclosure under the Information Legislation.
- 2.3.3 If a Tenderer considers that all or any part of its proposal and/or any specific information contained therein constitute a "trade secret", or that information contained therein is commercially sensitive information disclosure of which would be likely to prejudice the commercial interests of any party, or believes that a duty of confidentiality applies or otherwise considers that such documents and/or information falls within any other exemption or exception set out in the Information Legislation, the Tenderer should:-
 - (a) attach information it considers to be commercially sensitive e.g. costing or a trade secret in a separate schedule marked 'commercially sensitive information' or 'trade secret' and include a time limit for the sensitivity of the information; and
 - (b) in respect of such schedule and/or specific information, identify the particular exemption/exception that the Tenderer claims applies in the particular circumstances. Tenderers should do so in full knowledge of the relevant terms of the Secretary of State's Code of Practice (the Code) under Section 45 of the Freedom of Information Act 2000, on the handling of requests under the Freedom of Information Act 2000. This will enable Tenderers to make such claims based on reasons that address the requirements of the Code.
- 2.3.4 Tenderers should be aware that, even when they have scheduled or identified relevant documents and/or information and claimed exemption, Delapré Abbey has complete discretion in deciding whether such documents and/or information should be disclosed under the Information Legislation.

2.4 Disqualification

- 2.4.1 Tenderers should note that in the event of the below points arising, Delapré Abbey will be entitled to disqualify the relevant Tenderer(s):
 - any breach of the requirements of this Invitation to Tender, the Form of Tender or the Tendering Certificate to be provided as part of a tender;
 - the commission of any offence under the Bribery Act 2010 (or under any other legislation or at common law in respect of fraudulent acts) by a Tender or anyone employed by it or acting on its behalf (whether such breach or offence is with or without the knowledge of the Tenderer); or
 - the giving of, or offering to give, any fee, reward or other consideration of any kind as an inducement for doing or not doing any act (or for showing or not showing favour or disfavour) to any person in connection with this procurement process.

2.5 Conflicts of Interest

2.5.1 It is the responsibility of Tenderers to ensure that there are no actual or potential conflicts of interest involved in their commission. Delapré Abbey must be notified as soon as any actual or potential conflicts of interest arise during the tender. Failure to comply may result in the tender being disqualified.

2.6 Conditions

- 2.6.1 Delapré Abbey is not liable by way of contract, for any work undertaken or cost incurred by any respondent in connection with the preparation, submission or assessment of any tender. The Tenderer is responsible for independently checking and satisfying himself/herself of the accuracy of the information provided in this brief.
- 2.6.2 Delapré Abbey reserves the right to retain all submission material, including that prepared for presentation purposes, and display or otherwise utilise the material as it may consider appropriate, at no cost to them.
- 2.6.3 Subject to satisfactory performance and funding being secured for the Delivery Phase, the Project Management and Cost Consultant team will also be commissioned through this tender to manage the implementation of all landscape and building works in the Delivery Phase. There is, however, no guarantee that delivery stage services will be required, and bidders should take account of this.

2.7 Tender Response

- 2.7.1 This is an Open (1 stage) tender.
- 2.7.2 All Tenders must be submitted via the email to Richard.clinton@delapreabbey.org Bids submitted through any other means (email or post) will NOT be accepted.

2.7.3 Tender responses must include the following:

- a) Signed and completed Form of Tender (section 4.2 of this ITT)
- b) Signed and completed Non-Collusive Tendering Certificate (Section 4.3 of this ITT)

- c) Responses to Qualitative Assessment Method Statements, Criteria 1-8 (section 4.4 of this ITT)
- d) Completed Excel Fixed Fee Pricing Schedule (section 4.5 of this ITT, and Appendix available on request)

2.7.4 Tenders must be submitted no later than 17th October 12:00

- 2.7.5 It is the Tenderer's responsibility to ensure that their Tender arrives in accordance with the instructions above. Tenders received after the submission deadline will not be considered.
- 2.7.6 Section 3 Specification of Requirements included in the tender documents sets out the base information needed to understand Delapré Abbey's requirements. The Tender Response Documents (included in section 4 of this ITT) are where the Tenderer is asked to respond directly to requirements and set out their proposal and associated assumptions. All Tenderers are requested to follow the formats set out in the instructions when preparing their responses. Please be clear and unambiguous in all narrative responses.
- 2.7.7 In order to evaluate the tender all required documents must be returned. If any of the required documents are not submitted with any tender, Delapré Abbey reserves to itself the right to reject such tender as non-compliant.
- 2.7.8 Subject to the following paragraph, if it appears to Delapré Abbey that there is an error in the Tender (including the Tender Response Documents) the Tenderer will be invited to confirm their Tender or withdraw it within a time specified by Delapré Abbey.
- 2.7.9 Where an error relates to the total price of the Tender as calculated from other sources, the error will be regarded as being in those other sources. The Tenderer will be invited to confirm the total price or withdraw their Tender as above.
- 2.7.10 Tenderers are advised to keep a copy of their Tender submission. Delapré Abbey reserves the right to make a charge for providing a copy of Tenderer's own bid.

2.8 Communication and Questions

- 2.8.1 All formal communications (including, but not limited to, clarification questions, appointments for site visits and the submission of Tenders) to Delapré Abbey are to be made in writing using email to Richard.clinton@delapreabbey.org
- 2.8.2 It is the Tenderer's responsibility to ensure any verbal queries or clarifications they generate are confirmed in writing via email. In the event of any misunderstandings reliance on verbal communications will not be permissible.
- 2.8.3 If a Tenderer is in doubt as to the interpretation of any part of the ITT, or if they consider that any of its requirements are ambiguous or conflict with any other requirements, they should contact Delapré Abbey via email.
- 2.8.4 No representation, explanation or statement made to the Tenderer or anyone else by or on behalf, or purportedly on behalf of Delapré Abbey as to the meaning of the Tender documents, or otherwise in explanation as aforesaid, shall be binding on Delapré Abbey in the exercise of its obligations under a subsequently awarded contract.

- 2.8.5 Should any Tenderer wish to clarify the interpretation of any part of the ITT requirements, they may submit clarification questions via email system. This opportunity exists until the deadline of 14th

 October 12:00 after which no undertaking is given to reply. Delapré Abbey will use their best endeavours to respond as a matter of assistance to the Tenderer but it shall not be construed to add to, modify or take away from the meaning and intent of the proposed contract and/or the obligations and liabilities of the Tenderer. Tenderers' messages are managed in standard business hours only, Monday to Friday.
- 2.8.6 Where an enquiry is beneficial to all Tenderers, both an anonymised copy of the clarification question and the response will be communicated to all Tenderers. If a Tenderer wishes Delapré Abbey to treat a clarification as confidential and not issue a response to all Tenderers it must state this when submitting the clarification question. If, in the opinion of Delapré Abbey, the clarification is not confidential, Delapré Abbey will inform the Tenderer and the Tenderer will have an opportunity to withdraw it. If the clarification is not withdrawn, both the question and response will be sent to other Tenderers anonymously.
- 2.8.7 Delapré Abbey reserves the right (but shall not be obliged) to seek clarification of any aspect of a Tender during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly.

2.9 Site Visits

- 2.9.1 The tendering contractors are urged to attend site. As a part of this Tender process, tenderers have the option to seek further clarification in the form of a site visit and are welcome to visit the site at any time during the opening times to the public.
- 2.9.2 It is intended that formal tender site visits will be held week commencing 3rd to 14th October 2022.
- 2.9.3 Contractors should confirm availability to Delapré Abbey via email when Delapré Abbey confirms the exact site visit date and time via email.
- 2.9.4 Any queries arising from site visits should be noted by the prospective bidder and submitted via email. Any responses from Delapré Abbey will be distributed to all prospective bidders via email.

2.10 Preparation of Tender

- 2.10.1 No alteration or addition shall be made by Tenderers to any part of the Invitation to Tender except where expressly allowed.
- 2.10.2 Tenders shall not be subject to any pre-condition or otherwise qualified or accompanied by statements which might be construed as rendering the Tender equivocal. Only unconditional Tenders will be considered. Delapré Abbey's decision as to whether a Tender is in an acceptable form will be final.
- 2.10.3 A fully compliant Tender must be submitted.
- 2.10.4 Tenderers must obtain for themselves at their own responsibility and expense all information necessary for the preparation of their Tender. Information supplied to Tenderers by Delapré Abbey's staff or contained in Delapré Abbey's publications is supplied only for general guidance in the preparation of the tender and no warranty is given, unless specified elsewhere in the issued documents. It is strongly recommended to Tenderers that they satisfy themselves by their own investigations as to the accuracy of such information and no responsibility is accepted by Delapré Abbey for any loss or damage of whatever kind or howsoever caused arising from the use by Tenderers of such information.
- 2.10.5 Tenderers must satisfy themselves, prior to submission of the Tender that any certificates demanded in the specifications about the quality and standards of the performance of the services are appropriate in relation to those services.

- 2.10.6 Tenders and supporting documents shall be in English and any Agreement subsequently entered into, and its formation, interpretation and performance shall be subject to and in accordance with the law of England.
- 2.10.7 Delapré Abbey accepts no liability for any losses suffered by the Tenderer because of computer viruses. It is the Tenderers responsibility to ensure that files delivered to Delapré Abbey are free from viruses and Delapré Abbey may reject a Tender which is submitted in a file or files which are, or Delapré Abbey reasonably suspects are infected with a virus and may also delete such file or files.
- 2.10.8 It is the Tenderers responsibility to ensure that files submitted are complete and fully accessible by Delapré Abbey and are not corrupted. Delapré Abbey accepts no liability for corrupted files or data and may reject a Tender which consists of or contains corrupted or inaccessible files.

2.11 Contract Award/Acceptance of Tender

- 2.11.1 At the conclusion of the evaluation process and subject to the provisos contained in these instructions, Delapré Abbey will decide to whom the Contract will be awarded and the successful Tenderer will be expected to enter into a formal agreement.
- 2.11.2 Following notification of the results, an OJEU compulsory standstill period of 10 days will be observed, before the successful tenderer will be expected to enter into a formal agreement. Delapré Abbey's letter of acceptance together with the documents stated in paragraph 2.7 above and all other documents jointly agreed by Delapré Abbey and the Tenderer as being included, will form the Contract between the successful Tenderer and Delapré Abbey.
- 2.11.3 Acceptance of the Tender shall only be signified in writing under the hand of the Chief Executive and no other purported method of acceptance (i.e. telephone call, correspondence from any other officer or site possession) shall be binding on Delapré Abbey. In addition, any action on the part of the successful Tenderer shall be of no contractual effect and not binding on Delapré Abbey without an acceptance letter under the hand of the said officer being issued to the Tenderer.

2.12 Evaluation Criteria

- 2.12.1 The final contract award will be to the Most Economically Advantageous Tender. The tender evaluation criteria will be based on a combination of Quality and Price which has been specified and weighted in the table below.
- 2.12.2 Once all evaluations have been completed Delapré Abbey will add the quality and price scores together to provide a total score for each Tenderer. The Tenderer with the highest total score will be recommended to deliver the service.

Criteria	Criteria	
Quality - 80	Quality - 80%	
	Key Project Personnel	45
	Project Execution	45
	Added Value	10
Price - 20%	Price - 20%	

Cost Proposals	100

2.13 Tender Evaluation Scoring Methodology

2.13.1 Section 1 - Supplier Information

This section is for information only and is required but not assessed.

2.13.2 Section 2 – Economic and Financial Standing

Section 2 requires self-declarations regarding whether the firm meets the selection criteria in respect of their financial standing. The answers to the questions will be marked on a Pass/Fail basis. The minimum financial turnover Tenderers are required to have should be no lower than £500,000.00 (equivalent of estimated annual contract value). The turnover considered will be that of the most recent full year of accounts.

2.13.3 If your organisation is successful in the tender then your financial standing and economic standing may be further assessed in accordance with the evaluation described in the embedded document below.

2.13.4 Section 3 – Technical and Professional Ability – References

You must complete the three referees' details and provide description of similar contracts delivered over the past five years for an initial Pass mark. References will be used to verify your experience of, and performance on, similar contracts. The named referees you provided details of should be prepared to provide written evidence to the authority to confirm the accuracy of the information provided below.

Referees Details and references will be marked on a Pass/Fail basis as set out below.

Pass:

- a) Details of three other clients provided or
 - b) Satisfactory explanation if you cannot provide three references, and
- c) Satisfactory references provided by referee.

Fail:

- a) Unsatisfactory response for a) or b) above.
- b) Unsatisfactory rating or no confirmation provided by referee.

2.13.5 Section 4.1 - Insurance

The self-declaration answers to the Additional Modules are marked on a Pass/Fail basis. The minimum insurance requirements for this contract are as follows:

- Employer's liability insurance (as required by law)
- £5m Professional indemnity insurance, for each and every claim
- £5m Public liability insurance

Proof of insurance will be required from the successful bidder.

2.13.6 Section 4.2 – Qualifications and Accreditations

The self-declaration answers to the Additional Modules are marked on a Pass/Fail basis. You must provide an affirmative response to each question to qualify for the next stage.

2.13.7 **Section 4.3 – Modern Slavery Act 2015**

The self-declaration answers to the Additional Modules are marked on a Pass/Fail basis. You must provide an affirmative response to each question to qualify for the next stage.

ITT - Quality (80%)

2.13.8 This element equates to 70% of the full mark and the scoring of each element of the requirement willuse the scoring system as shown in table below.

Method Statements Question	Scoring Range	Weighting
Key Project Personnel	0to5	45
Project Execution	0to5	45
Added Value	Oto5	10

2.13.9 The following scoring mechanism will be used to score the quality method statements responses:

Score	Rationale/Judgment	General Description
0	The response fails to comply with the requirements of this ITT or is otherwise incapable of evaluation.	Wholly unsatisfactory
1	The response does not demonstrate an understanding of Delapré Abbey's requirements as defined in this ITT, and is incomplete or is otherwise unconvincing in significant respects.	Unsatisfactory
2	The response demonstrates only a limited understanding of Delapré Abbey's requirements as defined in this ITT, lacks detail or is not convincing in a some respects	Cause for concern
3	The response demonstrates an understanding of, and compliance with Delapré Abbey's requirements as defined in this ITT.	Acceptable
4	The response indicates that the bidder would effectively deliver the project in accordance with Delapré Abbey's requirements. The response is convincing, detailed and demonstrates a good understanding of Delapré Abbey's requirements as defined in this ITT.	Good
5	The response indicates that the bidder would effectively deliver the project in accordance with Delapré Abbey's requirements. The response is entirely convincing, highly detailed and demonstrates a complete understanding of and compliance with, Delapré Abbey's requirements as defined in this ITT.	Excellent

2.13.10 In order to ensure that the successful Tenderer has met minimum quality standards, any Tenderer whose score includes two or more answers that are awarded a score of 2 or less, or any awarded of a score of 0, will be deemed to have failed minimum quality standards and will be deselected from the tender process.

ITT - Price (20%)

2.13.11 The pricing schedules submitted will be worth 20% of the overall marks.

The Tenderer with the lowest price will receive the maximum points available.

Each remaining Tenderers' price will be awarded a score based on the percentage difference between their price and that of the most competitive price:

Score = Lowest Tender Sum / Contractors Tender sum x Max. Weighted Available Score Please see an illustrated example of the calculation methodology below for clarity:

15,849	17,094	25,497	31,246
20%	18.54%	12.43%	10.14%
Tenderer A	Tenderer B	Tenderer C	Tenderer D

A = 15,849 and gets 20%

A divided by B = 15,849 = 0.927

Proportional score 20 x 0.927 = 18.54%

Interviews / Presentations

2.13.14 As part of the tender evaluation process bidders may be required to make a presentation, or attend an interview. Bidders will be notified as soon as possible if they are required to give a presentation or attend an interview. Following the presentations /interviews the scores attained in the written submission may be moderated.

2.14 Indicative Procurement Timetable

2.14.1 Below is a table of indicative timescales for the procurement process. Please note that some of these dates may be subject to change. As time is of the essence for this project, only contractors who can meet the timetable set out below should submit a tender for this service contract.

MILESTONE TARGET DATE
Invitation to Tender (ITT) available online 26 th September 2022
Formal Site Visits Upon request, subject to availability during 3 rd and 14 th October 2022
Deadline for receipt of ITT Clarification Questions 16 th October 2022 12:00



Permission to Start and Mobilisation April 2024

Performance Review and re-appoint Design Team to lead Delivery Phase (subject to terms specified) March - April 2024

Appoint	Contractor	April	2024
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- 2.14.2 The above dates are for guidance only and may be amended by written notice by and at the sole discretion of Delapré Abbey.
- 2.14.3 By submitting a tender for the provision of the Services a Tenderer confirms that it is able to meet the dates above including the provision of all necessary personnel, facilities and information to deliver the Services

3.0 SPECIFICATION

3.1 Briefs and Requirements

- 3.1.1 The tender documents include the following appendices that set out the base information needed to understand Delapré Abbey's requirements.
- 3.1.2 The following briefs are outlined below:
 - 3.2 Project Manager and Lead Consultant
 - 3.3 Quantity Surveyor

3.2 Schedule of Services - Project Manager and Lead Consultant

3.2.1 Role, Scope and Responsibilities

The Project Manager will be required to work with the immediate Project Team, including the Cost Consultant, MDDT and all other consultants towards the development and successful completion of the NLHF Round 2 application in November 2023. This will involve procurement and ensuring that all team members are delivering against the terms of their contracts and are providing work of a quality that meets NLHF and Delapré Abbey's expectations and requirements. The Project Manager will be a key post in ensuring that the vision and ambition of the project are realised in a timely, efficient and cost-effective manner, and that all of the elements of the application are interwoven and developed in tandem.

Develop and submit a Heritage Enterprise Grant, Stage 1 and Stage 2 application to the NLHF's grants' programme. This to include all relevant financial and RIBA information necessary for the development stage of the project, in accordance to an agreed programme and deadlines;

To manage the appointed design team and their outputs, which includes:

- Commercial and cost consultant(s)
- Architectural and Engineering consultants
- Business Planning Consultants
- Evaluation Consultants

Procure and manage any additional professional surveys or services required to inform the NLHF Stage 2 application;

Provide risk management for the project, and escalate issues as required;

To be responsible for the overall management of the development phase programme and project budgets and their monitoring;

To be responsible for the overall management of the delivery phase programme and project costs and their monitoring;

To keep full and proper records of all meetings and negotiations conducted in connection with this work;

To keep the Trust and other key stakeholders, including the NLHF, advised of progress, issues and overall project development;

Organise Steering Group Meetings and produce information to consult with and inform the Steering Group of project progress;

Work closely with stakeholders, the Project Board and staff at the NLHF and attend all application advice workshops as necessary;

Any other items appropriate to the position and grade.

3.5.1 Role, Scope and Responsibilities

The Quantity Surveyor will be required to work alongside the Project Manager/Lead Consultant towards the development and successful completion of the NLHF Round 2 application. The Quantity Surveyor will work with the client team and other consultants to detail the costings for alterations to the current buildings and any new structures, the interiors, service installations and areas of hard and soft landscaping.

3.3 Schedule of Services - Quantity Surveyor

The Quantity Surveyor will work with the Lead Consultant and client team in preparation for a second round application to the NLHF to deliver the capital works phase of this project. This will include managing a contractor's tender process (RIBA Stage 4) before submission of the Round 2 application in November 2023.

It will be the responsibility of the Quantity Surveying Consultant to deliver the following elements of work;

- The development phase cost plan will include the completion of RIBA Work Stages 2 to 4 to enable a full second round application to be submitted to the NLHF together with a preferred contractor ready to go onto site as soon as the Round 2 submission is successful and delivery phase Permission to Start is achieved.
- The delivery phase cost plan will include the completion of RIBA Work Stages 5 to 7 and is dependent on achieving a successful second round NLHF Heritage Enterprise Grant award.
 This is combined with securing sufficient funding to enable the capital works project to go ahead.
- Input into liaison with all the stakeholders and consultation both with the client group and the public.
- Production documentation of cost reports and specifications.

Throughout this two stage process;

• Ensure the services are to be provided in accordance with the RICS guidelines.

- Obtain all information necessary to complete the services within the approved project programme and to achieve all necessary approvals, coordinate quantity surveying services with the work of other separately appointed members of the consultancy service and communicate through the Project Manager on technical matters with the team.
- Provide cost advice and budget estimating based on approved schedule and/or specifications supplied by Architects
- Provide cost plans preparation and updating for all items of the project including fees, contingencies, VAT and inflation.
- Provide an estimated project programme in liaison with the Architect / Lead Designer to prepare and update the project plan programme accordingly.
- Provide procurement support and contract arrangements for contractor tendering
- Liaise with the Project Manager and MDDT as and when required.
- Prepare Bills of Quantity and draft contracts.
- Provide pre tender estimate and tender report.
- Undergo at least one Value Engineering process.
- Provide post contract services including valuations.
- Provide the final account.
- Provide other services as required to support the project costs, such as advising on (i) any Enabling or ancillary works that may be necessary and (ii) basic provision for tenant fit-out by others
- Provide site visits and assimilation of all relevant material.
- Attend client meetings and ongoing communications with the Project

Manager. • Liaise with all design consultants where necessary.

- Provide comparator research of other heritage learning and education provision to inform recommendations if and where necessary.
- Research into realistic costs and resources will be required.

4.0 TENDER RESPONSES

4.1 Instructions to Tenderers

4.1.1 Tenderers must respond to the questions set out tender response documents in Section 4.4 and 4.5 and which relate to how the service is to be provided. Please answer the questions in the boxes provided and do not attach general marketing information.

4.2 Tender Response – Form of Tender

Tenderers are required to express their tender in the following terms:

"To Delapré Abbey Preservation Trust"

Re: Invitation to Tender for Delapré Abbey 19th Century Stables Project – Project Management and QS Team

Having carefully examined and considered the Invitation to Tender including, without limitation, the Specification of Requirements, the Instructions for Tendering and the contract terms and conditions, and in consideration of Delapré Abbey considering this tender, we:

4.2.1 Offer to or carry out the work required to meet the Specification of Requirements and to enter an agreement with Delapré Abbey in the form of the contract terms and conditions for the price specified in the attached Pricing Schedule at a total cost of:

Fixed fee for Pre-development Phase: £	
Fixed fee for Development Phase: £	
Fixed fee for Delivery Phase: £	
TOTAL FIXED FEE for Development and Delivery Phase : £	

- 4.2.2 Confirm that we are able to provide the goods and services required to meet the Specification of requirements.
- 4.2.3 Confirm that, if our Tender is accepted, we will upon demand
 - Produce evidence that the relevant insurances and compliance certificates with relevant legislation and policy are held and are in force;
 - Execute and deliver the necessary contract documents to Delapré Abbey;
 - Agree that this Tender shall constitute an irrevocable, unconditional offer which may not be withdrawn for a period of 180 days from the date of this Tender;
 - Confirm that the responses made by us in response to the Suitability

- Agree that unless and until contract documents are executed and mutually delivered between Delapré Abbey and ourselves, this Tender, together with Delapré Abbey's written acceptance of it, shall constitute a binding contract between us and Delapré Abbey.
- 4.2.4 We understand that Delapré Abbey is not bound to accept any Tender that it receives.

Signed 1	for the	Tenderer:
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Name:	
Тітіе:	
Company:	
DATE:	

4.3 Tender Response – Non-Collusive Tendering Certificate

Tenderers are required to certify their Tender in the following terms (the certificate should be signed by the same individual(s) who signed the Form of Tender):

To Delapré Abbey re:

Invitation to Tender for Delapré Abbey 19th Century Stables Project – Project Management and QS Team

I/We certify that this is a bona fide tender, intended to be competitive and that I/we have not (either personally or by anyone acting on my/our behalf):

- Fixed the amount of the Tender (or the rate or prices quoted) by agreement with any other person, company or organisation.
- Communicated to anyone, other than Delapré Abbey, the amount or approximate amount or terms of my/our tender (other than in confidence in order to obtain quotations, professional advice or insurance necessary for the preparation of the Tender).
- Entered into any agreement or arrangement with any other person, company or organisation that they shall refrain from tendering or as to the amount of or terms of any Tender to be submitted by them.
- Canvassed or solicited any Trustee, employee or agent of Delapré Abbey in connection with

the award of this or any other contract with Delapré Abbey.

• Offered, given or agreed to give any inducement or reward in respect of this Tender with the Delapré Abbey.

Signed 1	for the	Tenderer:

Name:	
Тітье:	
Company:	
Date:	

4.4 Tender Response – Qualitative Assessment (80%)

The Tender Response questions are set out below. Please provide your answer to each question in the designated cells in no more than the word limit specified. Where additional document uploads are requested, such as CVs or certificates, this is permitted. Clearly indicate on each document the Criterion number to which any additional document uploads relate. All responses to quality questions are to be in word format, unless specifically requested in alternative format.

This section should be completed with reference to the Specification for the Services.

4.4.1 Criterion 1 Key Personnel (30%)

4.4.1 Criterion 1 Key Personnel (30%)		
Ref	Requirement	
4.4.1i)	Give details (detailed CVs to be emailed in PDF form as an appendix) of the individuals within your firm who will have prime responsibility for the delivery of all services that are part of this commission from appointment to completion.	
	Describe the relevant experience of this person in the context of this project as outlined. Describe the actual role of the individual in relevant projects and the way in which they successfully applied their technical and process skills. This should demonstrate your experience of project delivery, design development, budget, timescale control and working with Local Authorities and Heritage Lottery Fund grants.	
	Describe the actual role of each person in relevant projects and the way in which they successfully applied their technical and process skills. Please also include an organisational chart to explain the management arrangements.	
	SUB-WEIGHTING: 15%	
	Response:	

Ref Requirement

4.4.1ii)	Give details of the team's experience in delivering VERY SHORT timescale projects and how you over-came this challenge successfully. Evidence should be included as to how short the timescales were, the outputs achieved in the timescales, the key issues that were faced and the mechanism for avoiding delays. SUB-WEIGHTING: 15%
	Response:

4.4.2 Criterion 2 Project Execution (30%)

Ref	Requirement

4.4.2i)	Provide a detailed method statement of how your team will deliver this project and work with the client at <u>all</u> stages of the project. This should include a Gantt chart showing the programme for the project and a resource plan showing the breakdown of chargeable days and any additional costs;
	Gantt Chart(or equivalent)to be emailed in PDF form.
	SUB-WEIGHTING: 10%
	Response:

Ref	Requirement
4.4.2ii)	Demonstrate how you will work with stakeholders that are volunteers (and therefore have different levels of skills and experience with capital projects). Provide practical examples of your approach. SUB-WEIGHTING: 10%

Response:

Ref	Requirement
4.4.2iii)	Describe your approach to value management exercises – particularly in areas such as building design and whole-life costs. Provide practical example(s) of your approach.
	SUB-WEIGHTING: 10%

Response:

4.4.3 Criterion 3 Added Value (20%)

Ref	Requirement
4.4.3i)	The range of experience and professional skills obtained by the those tendering for the position, particularly with regard to heritage assets;
	SUB-WEIGHTING: 10%

Response:

Ref	Requirement
4.4.3ii)	Confirm how the Design team would use 3D modelling on the project and any innovations or added value that could be offered to Delapré Abbey as a benefit to the project.
	SUB-WEIGHTING: 10%

Response:

4.5 Tender Response – Pricing Submission – (20%)

- A. This document sets out the schedule of prices that bidders are required to provide and should be read in conjunction with all the other Invitation to Tender documents.
- B. The prices and rates quoted shall be the fully inclusive value of the works, excluding VAT, including all costs and expenses which may be required together with all general risks, liabilities and obligations set out in or implied necessary to comply with the conditions of tendering, the conditions of contract, the specification, provisional method statement, all schedules and appendices thereto and all other documents forming part of the Contract.
- C. All prices should be in GBP and exclusive of VAT
 - D. You should quote <u>fixed fees</u> for a comprehensive Project Management and Cost Consultant service, broken down for each specialism / service using the Excel template in Appendix E. All boxes in yellow in the Excel spreadsheet must be completed, and a completed pricing schedule must be emailed with the tender documents.
- E. Your proposal should be based on the work involved, not the outline programme or budget cost. This is to include all disbursements, but exclude VAT. Tenderers must provide information which demonstrates and supports their understanding of, and ability to meet, the requirements of this project
- F. Tenderers who submit a Tender with arithmetical errors leading to a revised Tender sum when the errors

are corrected will be given the opportunity to accept the revised Tender sum or withdraw the Tender. A Tender containing major arithmetical errors or a large number of arithmetical errors may be rejected on the ground that there is serious doubt about the competence of the Tenderer.

- G. Agree that this Tender shall constitute an irrevocable, unconditional offer which may not be withdrawn for a period of 180 days from the date of this Tender.
- H. Delapré Abbey will not pay for the Lead Consultant's time and expenses (or any other consultant) to attend review meetings with Delapré Abbey.
- I. No other payments will be made to the Provider unless Delapré Abbey requires additional services. Any additional services must first be agreed in writing.
 - J. All pricing breakdown must be submitted in resource format indicated above in 4.4. Any bids not submitted in the prescribed form may result in the bid being rejected. Any costs which have not been identified in the pricing schedule will not be payable unless pre-agreed by the client.

Signed for the Tenderer:

I/We confirm that our tender is compliant with the above requirements.

Name:	
Title:	
Company:	
Date:	

Appendices

(available on request)

- A. Schedule of Services
- B. Existing location and site plans
- C. Site photos
- D. Concept drawings and artists impressions
- E. Fixed Fee Pricing Schedule
- F. Miscellaneous Options Appraisal, Feasibility Study, Structural Report
- **G. RIBA Plan of Work Stages**