



**Invitation to Tender (ITT)
for
Viva Spencer Mill Restoration –
Multi-Disciplinary Design Team Appointment**

Submission of Tenders: 9.00AM on 10th September 2018

Any queries relating to this tender should be submitted via the
Viva Office - vivaartscommunitygroup@gmail.com

Issue date: 22th August 2018

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1.0 INTRODUCTION

1.1 Overview: Purpose of the Tender

- 1.1.1 In February 2018, Viva Arts and Community Group submitted a bid to the Heritage Lottery Fund's Heritage Enterprise programme to fund the Viva Spencer Mill Restoration Project. In June 2018, the HLF awarded the Viva Spencer Mill Restoration Project a first round pass.
- 1.1.2 Viva Arts and Community Group now wishes to appoint a suitably qualified and highly experienced Multi-Disciplinary Design Team (MDDT) to lead on the **Development Phase** of the Spencer Mill Restoration Project. The deliverables are:
- A fully executed and exemplary HLF Heritage Enterprise Grant Round 2 application to RIBA Stage 4
 - A 3D model of the building for use in cost management and build process
 - An Activity & Interpretation Plan
 - A Business & Fundraising Plan and Development Appraisal
 - A Management & Maintenance Plan
 - A fully-costed Costs Plan with supporting Tender Responses for capital works
 - Complete schedule of surveys
 - Planning Permission (already underway)
 - Production of designs to be taken through to the beginning of RIBA Work Stage 5 (Construction)
 - Production of procurement documents and leading the procurement process for a Principal Contractors, ready for appointment upon Permission to Start at Delivery Phase
- 1.1.3 Subject to satisfactory performance and funding being secured for the Delivery Phase, the Design Team will also be commissioned, through this tender process, to manage the implementation of all landscape and building works through to completion and hand over. **There is, however, no guarantee that Delivery Phase services will be required and bidders should take account of this.** In the Delivery Phase, work includes:
- Contract Management and administration of contractors to completion to RIBA Work Stage 7
- 1.1.4 The MDDT Team will work very closely with Viva Arts and Community Group, Spencer Mill Development Board and other key stakeholders to ensure the successful development and delivery of the Spencer Mill Restoration Project.
- 1.1.5 This ITT sets out the background to the project, the tender process, timescales and management arrangements, and has been issued to obtain a **fixed fee proposal with itemised detail for both the Development and Delivery Phases**, to include all of the above disciplines in the design team services for Spencer Mill Restoration Project.
- 1.1.6 These Instructions to Tenderers and all other documents forming this invitation to tender form the tender documents.

- 1.1.7 The required Services are described in detail in Section 3 of this ITT – Specification of Requirements and the relevant appendices. The estimated contract value of this procurement is for the Development Phase is £90,000 excluding VAT. The budget amount is only an estimate so a competitive tender is expected. The estimated value for the Delivery Phase is £170,000. The estimated project budget for the delivery of the capital works from RIBA 4 to 7 (excluding contingency, inflation and fees) is currently circa £700,000 although we expect this to change during RIBA 3 to 4.
- 1.1.8 The tenderer is deemed to have fully acquainted himself with the tender documents and to have taken them into account in his tender price, for all matters affecting the Service contract.
- 1.1.9 Tender submissions shall remain open for acceptance without alteration for a period of 180 days, following the return date for tenders.

1.2 Project Specifics

- 1.2.1 Spencer Mill is located at the end of Spencer Drove, off Mereside in Soham and is one of only a few surviving mills remaining in the area. This project will see the conversion, refurbishment and extension of the existing mill building into create a new cultural centre for Soham, focussing on heritage and the arts.
- 1.2.2 The property comprises a three storey building and which is understood to have been built in the 1920s.
- 1.2.3 The building has an original ground floor, which is severely dilapidated and covered by pigeon excrement.
- 1.2.4 The first floor, which comprises a small mezzanine area, is similarly covered in pigeon droppings.
- 1.2.5 The second floor comprises approximately two thirds of the internal area of the property. We did not endeavour to examine the second floor property on the basis that we noted various outbreak of dry rot in the timbers to the second floor (from an inspection at ground floor level) and were not confident of the second floor being able to support an adult's weight.
- 1.2.6 The property has a slate covered pitched roof, which will need to be overhauled.
- 1.2.7 Understood to have been built immediately after the First World War, the property is approximately 90 years old, and currently is derelict.
- 1.2.8 The property sits in a plot of approximately half an acre. There is no extant planning consent for the future use of the curtilage and the previous planning consent for conversion to office use expired in November 2014, the property having been sold at auction at £60,000 some 4 months earlier.
- 1.2.9 The MDDT 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	
Ground	Site Frontage	30 M
	Site Depth	70 M
	Area of Curtilage of Site:	0.21 HA (0.52 acre)
	GROSS INTERNAL AREA	84.56 SQM (910 SQ FT)
First	GROSS INTERNAL AREA	27.90 SQM (300 SQ FT)
Second	GROSS INTERNAL AREA	55.81 SQM (601 SQ FT)
GROSS INTERNAL AREA		169.12 SQM (1820 SQ FT)
EXTERNAL - THE MILL SITS IN A SITE OF 0.52 ACRES		

1.2.10 The Viva Arts and Community Group Board of Trustees has recommended the following vision and set of objectives for Spencer Mill. Our local knowledge, and networks, built over the past twenty years, will ensure that the Mill sits at the heart of the creative and cultural life of the district. Rooted in the local community of Soham, Viva will be able to draw on practical support, including an extensive network of volunteers.

1.2.11 Viva has a very strong track record of delivery, both artistically and financially; an excellent knowledge and understanding of local needs and interests; and the skills, flexibility and desire to succeed with a unique opportunity which will be of benefit to Soham in the short term and bring wider spread significance in the future. Furthermore, our legal structure and status ensures that at all times we are committed to working in the best interests of the communities we serve.

1.2.12 Viva's vision for the Mill is as follows:

To provide a vibrant cultural asset, at the heart of the social and cultural life of Soham and beyond. The Mill will become a place in which to experience the best in community and professional arts, to share and celebrate our local artistic achievements and those of the wider creative community, and to socialise and enjoy each other's company.

We will:

- run the Mill as an efficient and effective enterprise, providing a high quality, locally responsive venue and generating surpluses to re-invest locally.
- integrate the Mill into its geographic location. We will work with other local bodies to support the full range of cultural activities available.
- integrate the Mill into the wider community supported and developed by Viva, connecting local venues, groups and individuals across the district and providing a central hub for community based cultural activity.
- build on our existing model of community involvement, by enabling local people to have a hands-on role in the delivery and development of the venue, and by investing surplus funds back into the community

The Mill: an Effective and Efficient Enterprise

The grounding for this vision is based upon Viva's past record. We aim to deliver an effective and efficient enterprise, performing both artistically and financially. We will build on the strengths of the Mill: its income-generating potential, its geographic location, the space it offers, and the combination of Café Bar, event and performance facilities.

We will provide:

- A Café Bar, serving and promoting high quality fresh, local produce at affordable prices.

- A full programme of events including arts and entertainment, workshops and training programmes, conferences, weddings, private hire and meetings

Café Bar

Integral to Viva's vision is the success of the Café Bar, which operates at the heart of the enterprise: high quality food and drink, enjoyed in a convivial and lively environment will be one of the economic drivers for the venue.

The Venue

The venue will create a centre for cultural leisure activity in Soham, with a rich mix of daytime and evening events, workshops and community access. There will be regular programme strands, including theatre, film club, comedy, live music, dance and community events, with the flexibility to accommodate professional and amateur theatre productions. At all times the programme will take into consideration the income generation targets of the Café Bar.

The venue will provide facilities for conferences, weddings, events, private hire and seminars during week days, ensuring that the venue is in constant use.

The Mill: at the Heart of Soham

The Mill is situated in a quiet and attractive countryside area in the centre of the town, a short walk from the town centre and close to the proposed new railway station. It is accessible by foot or car and has ample parking. There is a wealth of activity taking place across the town, including an annual carnival, pumpkin fair, church fete, music/beer festival and various productions.

By building on existing partnerships, and working with the full range of local groups responsible for the regeneration and development of the town, Viva will lead on the development of a coherent and sustained cultural offer linking the Mill programme to its wider context. This will include regular programming, as well as promotional material and publicity that encompasses not only the Mill programme, but that of the other venues and spaces in and around the town and district.

The Mill: at the Heart of the Community

The Mill will be the new base for Viva. Viva has worked in partnership across Soham and East Cambridgeshire District for over twenty years to develop the arts in Soham and East Cambridgeshire, and is known and respected by a thriving network of voluntary arts groups/individuals and communities across East Cambridgeshire. We will be able to build on those strong relationships and networks to ensure that the Mill complements and supports activity within the wider community.

Viva is committed to a high level of community involvement, with volunteers supporting our existing programme. We have a network of community volunteers that are the life-blood of Viva. The operational model of the Mill will build on this support and engage local people in the

day-to-day operation, and create a venue that Soham and its residents will be proud to call their own.

Finally, we propose that, once the Mill has reached a financial sustainable level of operation, that surpluses, over and above those needed for the operation, are invested back into the community of Soham.

- 1.2.13 In June 2018, Viva Arts and Community Group received a Development Grant for the Spencer Mill Restoration Project. A copy of this bid is available alongside this ITT and should be read, considered carefully and used to form the basis of any response to this ITT. The following summary gives an overview of the works that will be included in the project.
- 1.2.14 Viva Arts is a Soham based registered charity with a 20-year track record of successful delivery of arts, heritage and community projects within East Cambridgeshire. Viva provides quality training and performance opportunities but also uses the arts (especially theatre) to help increase creativity; fuel the imagination; build confidence; widen perspectives; encourage new ways of communicating; combat social exclusion and loneliness; encourage a sense of community; encourage volunteering and inspire and motivate people to learn. Viva has a big focus on young people but works with all ages. The charity is a recipient of the prestigious Queens Award given by Her Majesty Queen Elizabeth II and is much loved within the community.
- 1.2.15 Viva successfully applied to Power to Change Community Business Fund, East Cambridgeshire District Council and Heritage Lottery Fund for capital funding as well a variety of individuals and private funders.
- 1.2.16 The project will focus on the purchase and refurbishment of the former Spencer Mill into a community Mill to house and expand a diverse range of community activities. The Mill will incorporate a permanent performance space for the Charity and increase trading activities significantly, allowing the expansion of community activities accompanied by an overall reduction in reliance on grant funding.

DEVELOPMENT PHASE

Development Phase – Methodology, Outcomes and Design Team Services:

- 1.2.17 During the Development Phase of the project the Design Team will build upon the solid work completed for the initial business plan and Power to Change funding and the subsequent HLF application. The team will further develop and expand the depth of project detail through considered research and studies, commissioning of specialist plans and surveys and conducting a thorough review into all aspects of the Mill to gauge the potential outcomes and revenue which could be delivered.
- 1.2.18 Alongside this, there will need to be a comprehensive and fully inclusive Consultation Strategy to engage key local stakeholders and potential business partners, Mill users and local communities.
- 1.2.19 These critical deliverables will feed directly into quality costed Scheme Design Proposals which will be submitted with the final HLF grant application for the Delivery Grant.

Development Phase – Programme Delivery

- 1.2.20 The Development Phase will last for approximately 9 months until the submission of the final HLF application by **28 February 2019**.

Development Phase – Procurement Strategy

- 1.2.21 The MDDT Team will be appointed which contains all required specialisms to deliver the quality and quantity of work required for a successful final HLF application. There will be a single contract between Viva Arts and Community Group and the Lead Consultant of the MDDT. The Lead Consultant will be responsible for the commissioning and contract management of the required specialists and surveys.
- 1.2.22 The MDDT 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

- 1.2.23 Detailed designs to RIBA Work Stage 4, prior to construction, for hard and soft landscape work, interpretation and signage design, tree works and, separately, a set of building and structural repairs and conversions, as set out in the conservation management plan and cost plan.
- 1.2.24 Preparation of tender documents for Contractor procurement
- 1.2.25 Submit all necessary planning related requirements, schedule monument, abstraction, protected species licence and other consents.
- 1.2.26 Activity & Interpretation Plan
- 1.2.27 Management & Maintenance Plan

- 1.2.28 Development Phase Evaluation Report and Evaluatin Strategy and Benchmarking for Delivery Phase
- 1.2.29 Business Plan
- 1.2.30 Development Appraisal
- 1.2.31 Matchfunding for Delivery Phase and ongoing Fundraising Strategy, if required
- 1.2.32 Planning Permission, with all conditions met

Development Phase – Design Team Services Required

1.2.33 To fulfil the project outcomes the following specialisms are required from the **MDDT Team in the Development Phase:**

- Project Manager and Lead Consultant
- Architect (including M&E and CDM consultancy)
- Quantity Surveyor
- Activity & Interpretation (including marketing, training and evaluation)
- Business, Fundraising and Development Appraisal

1.2.34 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 and 3

- 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
- Undertaking consultation

2. Architect (including Interior Designer)

The following services are expected:

RIBA Work Stage 2 and 3

- Outline Proposals – to meet HLF specification
- Building Scheme Design Development – to meet HLF specification and Architectural Heritage Fund Brief
- Building M&E Design including heating, cooling, environmental/sustainable options e.g. waste water, renewable energy as well as specific lighting and technical requirements for provision of theatre services and access

- External Scheme Design – to meet HLF specification, particularly in relations to traffic management, infrastructure requirements and parking

3. Quantity Surveyor

The following services are expected:

RIBA Work Stage 2 and 3

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

4. Activity & Interpretation Consultant

The following services are expected:

- Development of a detailed Action Plan suitable for a Heritage Grant application
- Creation of job descriptions
- Volunteer management system
- Audience Engagement Plan
- Analysis of local socio-economic and health needs
- Provision of physical activities proposals
- Proposals for education activities
- Proposals for volunteering activities
- Proposals for interpretation and engagement activities
- Review of proposed activities contained in Stage 1 HLF funding application
- Training activities proposals
- Identification of delivery partners and match funding opportunities
- Recommendations of equipment and materials required
- Delivery of a marketing and educational Communications Plan
- Review of the translation requirements
- Review opportunities for apprenticeships, volunteers and staff
- Prepare a fully integrated activity plan to meet HLF specification

5. Business Planning & Development Appraisal Consultant

The following services are expected:

- Advise on process of marketing the Mill
- Look at current income and expenditure levels of the Mill
- SWOT analysis with Client Teams and key stakeholders
- Analysis of competitors and local need for spaces for hire
- Consultation and engagement with potential hirers
- Forecast the income of future of new potential hires
- Prepare a fully integrated Business Plan
- Feed findings into 10 year Maintenance and Management Plan and Activity Plan
- Undertake a Development Appraisal with a RICS Qualified QS to HLF Guidelines

DELIVERY PHASE

1.2.35 **Please Note:** Subject to satisfactory performance and funding being secured for the Delivery Phase, the Design Team will also be commissioned through this tender to manage the implementation of all landscape and building works in the Delivery Phase.

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

Delivery Phase – Methodology, Outcomes and Design Team Services:

Delivery Phase – Methodology

1.2.37 During the Delivery Phase of the project the appointed Design Team will manage and oversee the implementation of landscape and building works agreed at Development Phase, and ensure delivery of key heritage and landscape outputs and outcomes. The **Lead Consultant** will manage the MDDT Team on behalf of Viva Arts and Community Group.

1.2.38 The design will need to be taken to RIBA Work Stage 4 and drawings produced that can be used as a basis to tender for a Contractor to undertake the works (RIBA Work Stages 5-7).

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

Delivery Phase – Programme

1.2.40 If successful in securing funding, the Delivery Phase will commence in July 2019 and last until the completion of capital works in Spring 2020.

Delivery Phase – Procurement Strategy

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

1.2.42 The appointed 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 HLF application.

1.2.43 We require the design to 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 the restoration is delivered to an acceptable quality).

1.2.44 There will be a single contract between Viva Arts and Community Group and the **Lead Consultant** who will be responsible for commissioning and contract managing the required specialists. You will be expected to produce tender documentation for the appointment of the delivery contractor and lead the evaluation/appointment process, although Viva Arts and Community Group will procure the contractor, and have a contract directly with them.

Delivery Phase – Outcomes

1.2.45 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 HLF and other applicable guidelines.
- The Design Team should update 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 Viva Arts and Community Group in contractor selection and overseeing contracts on behalf of Viva Arts and Community Group. The procurement processes must be in line with Viva Arts and Community Group's Standing Orders, HLF procurement guidelines and must achieve value for money whilst delivering high quality works. Contractors selected to deliver capital works will be directly appointed by Viva Arts and Community Group.
- The successful Lead Consultant for the MDDT will be expected to work as a member of Viva Arts and Community Group's Project Board.

Delivery Phase – Design Team Services Required

1.2.46 Viva Arts and Community Group wishes to appoint a cohesive Multi-Disciplinary Design Team to deliver the project.

1.2.47 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

2. Architect (including Interior Design, CDM Co-ordination and M&E sub-consultancy)

The following services are expected:

RIBA Work Stages 4 to 7

- Design Development
- Production Information
- Employer's Requirements
- Tender Action
- Operations on site

3. Quantity Surveyor

The following services are expected:

RIBA Stages 4 to 7

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

4. Activity & Interpretation Consultancy

The following services are expected:

RIBA Stages 4 to 7

- Interpretation Design & Build
- Testing and Quality checking
- Content creation
- Activity Plan Delivery consultancy and support (depending on final Activity Plan)

5. Business Planning & Fundraising Consultancy

The following services are expected:

RIBA Stages 4 to 7

- Business Plan implementation consultancy
- Testing and Quality checking
- Oversight of recruitment of project staff, supporting the Board of Trustees
- Marketing support and delivery

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 vivaartscommunitygroup@gmail.com
- 2.1.2 Viva Arts and Community Group 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 Viva does not undertake to accept any tender. Viva 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 Viva, 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 Viva.

2.2 Confidential Nature of Tender Documentation

- 2.2.1 Documentation in relation to this Invitation to tender and any Tenders received by Viva Arts and Community Group 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 Viva Arts and Community Group (including its consultants and contractors) in relation to this procurement;
- h) Attempt to obtain information from any of the employees or agents of Viva Arts and Community Group 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, Viva Arts and Community Group will reject their tender and may decide not to invite the Tenderer to tender for future work.

2.2.4 Viva Arts and Community Group 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 Viva 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, Viva Arts and Community Group 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, Viva Arts and Community Group 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. Viva Arts and Community Group must be notified as soon as any actual or potential conflicts of interest arise during the tender. Failure to comply may result in tender being disqualified.

2.6 Conditions

2.6.1 Viva Arts and Community Group 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 Viva Arts and Community Group 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 Design 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 vivaartscommunitygroup@gmail.com
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 E)
- 2.7.4 **Tenders must be submitted no later than by midday 17.00PM, on 07th September 2018.**
- 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 Viva Arts and Community Group's requirements.** The Tender Response Documents (included in section 4 of this ITT) are where 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, Viva Arts and Community Group reserves to itself the right to reject such tender as non-compliant.
- 2.7.8 Subject to the following paragraph, if it appears to Viva Arts and Community Group 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 Viva Arts and Community Group.
- 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. Viva Arts and Community Group 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 Viva Arts and Community Group are to be made in writing using vivaartscommunitygroup@gmail.com
- 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 Viva Arts and Community Group 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 Viva Arts and Community Group as to the meaning of the Tender documents, or otherwise in explanation as aforesaid, shall be binding on Viva Arts and Community Group 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 midday (12.00PM) on Monday 04th September 2018 after which no undertaking is given to reply.** Viva Arts and Community Group will use their best endeavors 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 Viva Arts and Community Group 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 Viva Arts and Community Group, the clarification is not confidential, Viva Arts and Community Group 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 Viva Arts and Community Group 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 a formal tender **site visits will be held week commencing 27th August – date and time TBC.** Tenderers will be required to meet at The Viva Centre, 7 Churchgate Street and will be accompanied by representatives of the charity.
- 2.9.3 Contractors should confirm availability to Viva Arts and Community Group via email when Viva Arts and Community Group 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 Viva Arts and Community Group 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. Viva Arts and Community Group's decision as to whether or not 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 Viva Arts and Community Group's staff or contained in Viva Arts and Community Group'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 Viva Arts and Community Group 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 with regard to 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 Viva Arts and Community Group accepts no liability for any losses suffered by the Tenderer as a result of computer viruses. It is the Tenderers responsibility to ensure that files delivered to Viva Arts and Community Group are free from viruses and Viva Arts and Community Group may reject a Tender which is submitted in a file or files which are, or Viva Arts and Community Group 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 Viva Arts and Community Group and are not corrupted. Viva Arts and Community Group 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, Viva Arts and Community Group 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. Viva Arts and Community Group's letter of acceptance together with the documents stated in paragraph 2.7 above and all other documents jointly agreed by Viva Arts and Community

Group and the Tenderer as being included, will form the Contract between the successful Tenderer and Viva Arts and Community Group.

- 2.11.3 Acceptance of the Tender shall only be signified in writing under the hand of the Group Director of Neighbourhoods and Housing and no other purported method of acceptance (i.e. telephone call, correspondence from any other officer or site possession) shall be binding on Viva Arts and Community Group. In addition any action on the part of the successful Tenderer shall be of no contractual effect and not binding on Viva Arts and Community Group 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 table below.

- 2.12.2 Once all evaluations have been completed Viva Arts and Community Group 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		Weighting
Quality - 80%		
	Key Project Personnel	
	Project Execution	
Price - 20%		
	Cost Proposals	

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 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 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 affirmative response to each question to qualify for the next stage.

ITT – Quality (80%)

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

Method Statements Question	Scoring Range	Weighting
Key Project Personnel	0 to 5	
Project Execution	0 to 5	

Added Value	0 to 5	
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2.13.11 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 Viva Arts and Community Group'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 the Council'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 Viva Arts and Community Group's requirements as defined in this ITT.	Acceptable
4	The response indicates that the bidder would effectively deliver the project in accordance with Viva Arts and Community Group's requirements. The response is convincing, detailed and demonstrates a good understanding of Viva Arts and Community Group's requirements as defined in this ITT.	Good
5	The response indicates that the bidder would effectively deliver the project in accordance with Viva Arts and Community Group's requirements. The response is entirely convincing, highly detailed and demonstrates a complete understanding of and compliance with, Viva Arts and Community Group's requirements as defined in this ITT.	Excellent

2.13.12 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%)

2.13.13 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:

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

A = 15,849 and gets 20%

A divided by B = $15,849 / 17,094 = 0.927$

Proportional score $20 \times 0.927 = 18.54\%$

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 presentation or attend and 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	21 August 2018
Formal Site Visits	Upon request, subject to volunteer availability
Deadline for receipt of ITT Clarification Questions	4 September 2018
Tender returns: ITT Submission Deadline	10 September 2018 at 09.00 am

Tender Evaluation Period	10 - 12 September 2018
Contract Award Recommendation	Week of 10 September 2018
Notify successful / unsuccessful bidders	Friday 14 September 2018
Confirmation of contract award	Friday 14 September 2018
Start Up Meeting	Monday 17 September 2018
Assume fortnightly meetings with MDDT and Client Team (1 per month on site; 1 per month virtual)	Every two weeks
Submission of Stage 2 HLF application and completion of Development Phase work	28 Feb 2019 (TBD)
HLF decision	June decision (TBD)
Permission to Start and Mobilisation	March to July 2019
Performance Review and re-appoint Design Team to lead Delivery Phase (subject to terms specified)	01 July 2019
Appoint Contractor	01 July 2019
Completion of construction works and contract	Spring 2020

2.14.2 The above dates are for guidance only and may be amended by written notice by and at the sole discretion of Viva Arts and Community Group.

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 Viva Arts and Community Group's requirements.

3.1.2 The following briefs are outlined below:

- 3.2 Project Manager and Lead Consultant
- 3.3 Business Planning, Development Appraisal & Fundraising Consultant
- 3.4 Activity & Interpretation Consultant including Marketing & Training
- 3.5 Architect (including Interior Design, M&E Sub-consultant and CDM Co-ordinator)
- 3.6 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 Project Team and manage all consultants and outputs towards the development and successful completion of the HLF Round 2 application in February 2019. 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 HLF and the Trust'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 Stage 2 application to the Heritage Lottery Fund's Heritage Grants programme, including 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:

- Architectural and Engineering consultants
- Activity, Interpretation and Business Planning consultants
- Commercial consultants

Procure and manage any additional professional surveys or services required to inform the HLF 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;

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

Keep the Trust and other key stakeholders, including the HLF, 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 HLF and attend all application advice workshops as necessary;

Any other items appropriate to the position and grade.

3.3 Schedule of Services - Business Planning, Development Appraisal & Fundraising Consultant

3.3.1 Role, Scope and Responsibilities

The Business Planning, Development Appraisal & Fundraising Consultant will be required to work with the Project Team towards the development and successful completion of the HLF Round 2 Application in February 2019.. The Business Planning Consultant will work with the Trust and other consultants to research, understand, model and present the financial and other business matters of the project.

The Business Plan will look at the market for the Mill project and detail revenue, governance, management and staffing implications, as well as assess risk, for the project outcomes. The Plan will need to include organisational and financial models that will support a sustainable delivery of the project. This will include the potential for income generated through specialist conference, retail and catering opportunities on the site. The Business Plan will be in compliance with the 2012 Heritage Lottery Fund guidance.

To research, understand and prepare a Business Plan & Development Appraisal for the Mill project that adheres to current HLF guidance;

To understand the current marketplace and potential and target markets as part of the market appraisal

To detail the management, governance, staffing and volunteering structure necessary to deliver the project outcomes;

To undertake any events, retail and catering planning;

To support the Client Project Director in developing matchfunding applications;

To develop a sustainable revenue statement that has clearly evidenced assumptions, based on sensitivity and competitor analysis;

To produce a forecast project income and expenditure account and a forecast project cash flow statement;

- To assess risk for the development and operation of the project;
- To assess the impact of the project on the wider organisation;
- To undertake stakeholder consultation as required;
- To provide an updated Valuation Report in line with HLF Development Appraisal guidance;
- To liaise with the wider project team and fully participate in the project development;
- Prepare a **RIBA 3 level** presentation for the HLF mid development phase review;
- To set up all job descriptions, detailed action plans for delivering the project and operational planning;
- To make recommendations on skills gaps and incorporate training needs into the project delivery phase;
- Keep full and proper records of all meetings and negotiations conducted in connection with this work;
- Work closely with stakeholders, the Project Board and staff at the HLF and attend all application advice workshops as necessary;
- Any other items appropriate to the position and grade.

3.4 Schedule of Services - Activity, Interpretation, Training & Marketing Consultant

3.4.1 Role, Scope and Responsibilities

The Activity & Interpretation Plan Consultant will be required to work with the Project Team towards the development and successful completion of the HLF Round 2 Application in February 2019. The Activity Plan will detail how various audiences will be engaged in the heritage of the Mill project, and will demonstrate the associated learning, volunteering, participation and other outcomes for people and the wider community. The Consultant will ensure that the Trust and the wider project team are aware of the management issues and address them appropriately in any capital work, interpretation or activities. The Activity Plan will be developed in accordance with the 2012 HLF Guidance on Activity Plans.

Research, develop and prepare a fully costed Activity Plan for the Mill project. The Activity Plan will include, as a minimum, the following sections:

Looking at where we are now

Assess the charity and current engagement and commitment to engaging people and communities, current training needs, volunteering opportunities and marketing requirements

Identify current audiences, including demographic research, barriers to engagement, hard to reach and target audiences

Assess current activities and offers at the site, and how people respond and engage with them and understand relevant comparators

Design a Consultation Strategy and undertake appropriate consultation with current and target audiences, key stakeholders, the general public and other groups and individuals as agreed with the Project Board;

Making strategic decisions about how to engage people

Identify the engagement aims and outcomes for people and the community and understand how these relate to the other project aims and outcomes

Identify target audiences and their needs, and how these audiences will be attracted and developed

Identify realistic, appropriate and good value activities for people, ensuring that there is synergy between the interpretation plan and other wider project aims

Identify how the outcomes will be evaluated

Identify the longer-term benefits and sustainability associated with the activities

Provide a realistic and proportionate cost for activities and events

Prepare a costed Action Plan that details the planned activities, including target audiences, specific outcomes, resources, costs, programme and evaluation methods

Prepare an Activity Grid

Research and develop formal and informal learning programmes and outcomes, including liaison with local education providers;

Research the role of volunteers in the Mill project, how volunteers will be recruited, trained and managed, and the necessary resources to develop a vibrant and sustainable volunteering programme;

Research and develop training, apprenticeship and placement opportunities presented by the Mill project;

Liaise with the Project Team to ensure that the engagement outcomes are embedded throughout the overall project objectives;

Prepare a **RIBA 3 level** presentation for the HLF mid development phase review;

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

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

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

Any other items appropriate to the position and grade.

3.5 Schedule of Services - Architectural & Interior Design Team including Mechanical & Electrical Service Engineer (including sustainability & ICT) and CDM Coordinator

3.5.1 Role, Scope and Responsibilities

The Architectural Design Team will be required to work with the Project Team towards the development and successful completion of the HLF Round 2 application in February 2019. The Architectural Design Team will work with the Trust and other consultants to detail the design of any new build on the site as well as any alterations to current building, new structures, interiors, including services and areas of hard and soft landscaping.

The design solutions will be used to support an HLF Round 2 application, and will be to a **RIBA 4 level** - this will include architectural, mechanical, electrical, structural drawings and associated cost plans with tender responses from a minimum of three contractors. The final design will support the vision of the Trust and wider project aims, and will meet best practice in effective building design and is fully compliant with all relevant statutory regulations and requirements.

Develop the project architectural scheme to **RIBA 4 level**, including all necessary design elements, including consideration of structural, mechanical, electrical and architectural matters, and compliance with Equality and building regulations;

The architectural team should have experience working with heritage buildings as well as theatre experience

A key element of the RIBA 3 to 4 works will be reviewing and responding to the issues highlighted during planning consultation around traffic and parking management, as well as ensuring the building and any ancillary outbuildings are designed in the most accessible and flexible way possible;

Prepare an associated cost-plan and schedule to accompany the **RIBA 4 report**;

Liaise with the wider project team, particularly the Interpretation so that all architectural requirements are accounted for in the final design and plans;

There is an opportunity to support the Interpretation Planners with complementary Interior Design

Procure and manage specialist surveys and technical studies as required (to agreed additional budgets) - surveys that have already been undertaken are:

- Transport
- Heritage (Statement of Significance)
- Arboricultural
- Preliminary Ecological
- Design & Access
- Bat Survey
- Noise Impact

Surveys available upon request.

However, we would like any further advice the MDDT has on gaps pertinent to the project.

Prepare and submit any conditional planning and listed building updates and all associated documentation arising from Planning Permission which is estimated to be in place by end of September 2018;

Liaise and provide input into project development and delivery planning, programming future works and exploring procurement and contract management options;

Participate in stakeholder and public consultation events as required;

Prepare a **RIBA 3 level** presentation for the HLF mid development phase review;

Under the Construction (Design and Management) Regulations 2015 and for the Provision of Related Services, the following outcomes are expected:

The main duties of the CDM Co-ordinator are to plan, manage, monitor and coordinate, the pre-construction phase (including demolition) of a construction project, including any preparatory work necessary, to ensure so far as is reasonably practicable health and safety matters are given sufficient focus and attention and to:-

- Assist the Client in identifying, obtaining and collating pre-construction information;
- Provide pre-construction information to designers
- Ensure so far as is reasonably practicable designers comply with their duties and cooperate with one another
- Take account of general principles of the prevention during all stages of the Project, in particular;
 - i. Avoiding risks;
 - ii. Evaluating the risks which cannot be avoided;
 - iii. Combating the risks at source;
 - iv. Developing a coherent overall prevention policy; and,
 - v. Giving collective protective measures priority over individual protective measures.

Provide risk management for the architectural design team, and escalate issues as required;

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

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

Any other items appropriate to the position and grade.

3.6 Schedule of Services - Quantity Surveyor

3.6.1 Role, Scope and Responsibilities

The Quantity Surveyor will be required to work within a Multi-Disciplinary Design team towards the development and successful completion of the HLF Round 2 application. The Quantity Surveyor will work with the charity and other consultants to detail the costings for alterations to current building, new structures, interiors, including services and areas of hard and soft landscaping.

These Architects and Quantity Surveyor will work with the Lead Consultants and client in preparation for a second round application to the HLF to deliver the capital works phase of this project. This will include managing a contractor's tender process (RIBA 4) before Round 2 application submission in February 2019.

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 2.5 to 4* to enable a full second round application to be submitted to the HLF 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.
- Input into liaison with all the stakeholders and consultation both with the client group and the public.
- Production documentation of cost reports and specifications.
- The delivery phase will be for RIBA work stages 5-7. The Delivery Phase is dependent on achieving a successful second round HLF Heritage Grant award and combined with securing funding from the HLF to coordinate and deliver the capital landscape works.

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 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 p as and when required.
- Prepare Bills of Quantity and draft contracts.
- Provide pre – tender estimate and tender report.
- Provide post contract services including valuations.
- Provide the final account.
- Provide other services as required to support the project
- Provide site visits and assimilation of all relevant material.
- Attend client meetings and ongoing communications with the Project Manager.
- Liaise with the all design consultant 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 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 Viva Arts and Community Group of the Viva Arts and Community Group”

Re: Invitation to Tender for Spencer Mill Restoration Project – Multi-Disciplinary Design Team Appointment

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 Viva Arts and Community Group 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 Viva Arts and Community Group 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 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 Viva Arts and Community Group;
- 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 Assessment Questionnaire are correct;
- Agree that unless and until contract documents are executed and mutually delivered between Viva Arts and Community Group and ourselves, this Tender, together with Viva Arts and Community Group’s written acceptance of it, shall constitute a binding contract between us and Viva Arts and Community Group.

4.2.4 We understand that Viva Arts and Community Group is not bound to accept any Tender that it receives.

Signed for the Tenderer:

Name:	
--------------	--

TITLE:	
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 Viva Arts and Community Group re:

Invitation to Tender for Spencer Mill Restoration Project – Lead Consultant & Design Team Appointment

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 Viva Arts and Community Group, 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 Viva Arts and Community Group in connection with the award of this or any other contract with Viva Arts and Community Group.
- Offered, given or agreed to give any inducement or reward in respect of this Tender with the Viva Arts and Community Group.

Signed for the Tenderer:

Name:	
TITLE:	
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 Key Personnel (30%)

Ref	Requirement
4.4.1i)	<p>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 <u>appointment to completion</u>.</p> <p>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.</p> <p>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.</p> <p>SUB-WEIGHTING: 15%</p>

	<p><i>Response:</i></p>
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Ref	Requirement
4.4.1ii)	<p>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 face and the mechanism for avoiding delays.</p> <p>SUB-WEIGHTING: 15%</p>
	<p><i>Response:</i></p>

4.4.2 Criterion 2 Project Execution (30%)

Ref	Requirement
4.4.2i)	<p data-bbox="341 327 1318 465">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;</p> <p data-bbox="341 562 1046 595">Gantt Chart (or equivalent) to be emailed in PDF form.</p> <p data-bbox="341 651 651 685">SUB-WEIGHTING: 10%</p> <p data-bbox="341 696 464 730"><i>Response:</i></p>

Ref	Requirement
4.4.2ii)	<p data-bbox="341 1254 1318 1361">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.</p> <p data-bbox="341 1417 651 1451">SUB-WEIGHTING: 10%</p> <p data-bbox="341 1485 464 1518"><i>Response:</i></p>

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%
	<i>Response:</i>

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 in theatre development; SUB-WEIGHTING: 10%
	<i>Response:</i>

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 Viva Arts and Community Group as a benefit to the project.

	SUB-WEIGHTING: 10%
	<i>Response:</i>

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 **fixed fees** for a comprehensive Multi-Disciplinary Design Team 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 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. Viva Arts and Community Group will not pay for the Lead Consultant's time and expenses (or any other consultant) to attend review meetings with Viva Arts and Community Group.
- I. No other payments will be made to the Provider unless Viva Arts and Community Group 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

- 1. HLF Application Form**
- 2. Existing Plans at Planning Permission**
- 3. Artist Impressions**
- 4. Site Photos**