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Contract notice
(Directive 2004/18/EC)

Section I : Contracting authority

I.1) Name, addresses and contact point(s):

Official name: [Shropshire Council](#)

National ID: *(if known)*

Postal address: [Shirehall, Abbey Foregate](#)

Town: [SHREWSBURY](#)

Postal code: [SY2 6ND](#)

Country: [United Kingdom \(UK\)](#)

Contact point(s):

Telephone: [+44 1743252993](#)

For the attention of: [Nigel Denton, Procurement Manager](#)

E-mail: procurement@shropshire.gov.uk

Fax: [+44 1743253910](#)

Internet address(es): *(if applicable)*

General address of the contracting authority/entity: *(URL)* www.Shropshire.gov.uk

Address of the buyer profile: *(URL)*

Electronic access to information: *(URL)*

Electronic submission of tenders and requests to participate: *(URL)*

Further information can be obtained from

- The above mentioned contact point(s) Other (please complete Annex A.I)

Specifications and additional documents (including documents for competitive dialogue and a dynamic purchasing system) can be obtained from

- The above mentioned contact point(s) Other (please complete Annex A.II)

Tenders or requests to participate must be sent to

- The above mentioned contact point(s) Other (please complete Annex A.III)

I.2) Type of the contracting authority

- Ministry or any other national or federal authority, including their regional or local sub-divisions
- National or federal agency/office
- Regional or local authority
- Regional or local agency/office
- Body governed by public law
- European institution/agency or international organisation
- Other: (please specify)

I.3) Main activity

- General public services

- Defence
- Public order and safety
- Environment
- Economic and financial affairs
- Health
- Housing and community amenities
- Social protection
- Recreation, culture and religion
- Education
- Other: (please specify)

I.4) Contract award on behalf of other contracting authorities

The contracting authority is purchasing on behalf of other contracting authorities:

yes no

information on those contracting authorities can be provided in Annex A

Section II : Object of the contract

II.1) Description :

II.1.1) Title attributed to the contract by the contracting authority :

BMN 001 - The Ditherington Flax Mills Development and Restoration Project

II.1.2) Type of contract and location of works, place of delivery or of performance :

choose one category only – works, supplies or services – which corresponds most to the specific object of your contract or purchase(s)

- | | | |
|--|---|--|
| <input checked="" type="radio"/> Works | <input type="radio"/> Supplies | <input type="radio"/> Services |
| <input type="checkbox"/> Execution | <input type="checkbox"/> Purchase | Service category No: |
| <input type="checkbox"/> Design and execution | <input type="checkbox"/> Lease | Please see Annex C1 for service categories |
| <input checked="" type="checkbox"/> Realisation, by whatever means of work, corresponding to the requirements specified by the contracting authorities | <input type="checkbox"/> Rental | |
| | <input type="checkbox"/> Hire purchase | |
| | <input type="checkbox"/> A combination of these | |

Main site or location of works, place of delivery or of performance :

Shropshire

NUTS code: UK

II.1.3) Information about a public contract, a framework agreement or a dynamic purchasing system (DPS):

- The notice involves a public contract
- The notice involves the establishment of a framework agreement
- The notice involves the setting up of a dynamic purchasing system (DPS)

II.1.4) Information on framework agreement : (if applicable)

- Framework agreement with several operators Framework agreement with a single operator

Number :

or

(if applicable) maximum number : of participants to the framework agreement envisaged

Duration of the framework agreement

Duration in years : or in months :

Justification for a framework agreement, the duration of which exceeds four years :

Estimated total value of purchases for the entire duration of the framework agreement (if applicable, give figures only)

Estimated value excluding VAT : Currency :

or

Range: between : : and : : Currency :

Frequency and value of the contracts to be awarded : (if known)

II.1.5) Short description of the contract or purchase(s) :

This contract consists of the provision of construction works for the development and restoration of the Ditherington Flax Mill Maltings site which stands on the northern edge of Shrewsbury Town Centre in Shropshire and contains 7 listed buildings including the world's first, third and eighth oldest iron-framed buildings. By careful conservation and repair of the historic fabric and by bringing the main historic buildings back into use, this first phase of the regeneration will ensure a long and sustainable future for this globally important site, as well as acting as a catalyst for the wider regeneration of the area.

The key partners developing this project (Shropshire Council, English Heritage, Homes and Communities Agency and the Friends of Ditherington Flax Mill Maltings (FoDFMM) have all recognised the vital importance of the Flax Mill Maltings for its global contribution to architecture and engineering, its role in the industrial history of the West Midlands and its potential to regenerate and bring life back to one of the country's most deprived communities.

Although all of the buildings on the site need to be conserved and developed, this first phase of the project has focussed on the most significant buildings, those showing the greatest signs of deterioration and where there is confidence that an end use can be determined.

This First Phase will:

- restore and conserve the Main Flax Mill, Kiln, Dye and Stove House, Office and Stables removing them from English Heritage 'At Risk' register and securing the future of this important industrial heritage site.
- provide an 'exemplar' in how modern technology and innovation can be applied to ensure a sustainable future for these historic buildings.
- achieve at a minimum BREEAM "Very Good" standard, which is a significant achievement for a heritage building.
- secure a sustainable future for this important site, ensuring that a balanced mix of public and commercial uses.
- enable the FoDFMM to continue to take responsibility for helping develop and manage the public access areas and work with local communities.
- Offer training for people to acquire skills, for example in repairing and maintaining the historic buildings.
- Ensure the Flax Mill Maltings future and long term sustainability.
- Be a catalyst for the regeneration of the wider site, making a significant difference to the local area, local economy and the lives of local people.

The Main Flax Mill (Built 1797, Grade I listed) –Works include restoration of the existing fabric; installation of a new structural frame and panel floor system; new fenestration; new M&E systems and fit-out of the lower two floors. Fit-out of the upper floors will be included if funds can be obtained.

The Kiln (Built 1898, Grade I listed) Works include restoration of the existing fabric new lifts; horizontal platforms; meeting rooms and fit-out.

The Dye and Stove House (Re-built 1850, Grade II* listed) Works include restoration of the fabric; insertion of new access core; primary M&E services and sanitary provisions. Fit-out will be included if funds can be obtained.

The Office and Stables (Built 1804, Grade II listed) Works include restoration of the fabric and primary M&E services.

External works Works include removal of contamination; levelling; drainage; primary services; high quality hard landscaping and external furniture and interpretation.

There is Outline Planning approval for the full site which includes both the heritage site and the additional sites acquired by Shropshire Council, as well as Detailed and Listed Building approvals for the historic buildings.

Detailed design to RIBA Stage D has already been completed and significantly de-risks the site and provides a high level of cost certainty. Design work to Stage E is currently underway, and for Stage F will begin in the new year.

The estimated contract value of the first phase is approximately between £15M and £19M and is conditional upon ERDF and other funding being granted. The first phase is due to commence in August 2013 and must be complete by June 2015 to comply with funding requirements.

A potential second phase including works to restore and fit-out the Cross Mill (Re-built 1812, Grade I) and Warehouse (Built 1805, Grade I listed) for office use and the top three floors fit-out of the Flax Mill and nominal

external works which has a value of approximately £8.5M in value may subject to funding applications being successful form a part of the overall contract. There would be a separate specific programme for these works.

II.1.6) Common procurement vocabulary (CPV) :

	Main vocabulary	Supplementary vocabulary (if applicable)
Main object	45000000	

II.1.7) Information about Government Procurement Agreement (GPA) :

The contract is covered by the Government Procurement Agreement (GPA) : yes no

II.1.8) Lots: (for information about lots, use Annex B as many times as there are lots)

This contract is divided into lots: yes no

(if yes) Tenders may be submitted for

one lot only

one or more lots

all lots

II.1.9) Information about variants:

Variants will be accepted : yes no

II.2) Quantity or scope of the contract :

II.2.1) Total quantity or scope : (including all lots, renewals and options, if applicable)

[See tender documentation](#)

(if applicable, give figures only)

Estimated value excluding VAT : Currency :

or

Range: between : 15000000.00 : and : 27500000.00 : Currency : GBP

II.2.2) Information about options : (if applicable)

Options : yes no

(if yes) Description of these options :

(if known) Provisional timetable for recourse to these options :

in months : or in days : (from the award of the contract)

II.2.3) Information about renewals : (if applicable)

This contract is subject to renewal: yes no

Number of possible renewals: (if known) or Range: between : and:

(if known) In the case of renewable supplies or service contracts, estimated timeframe for subsequent contracts:

in months: or in days: (from the award of the contract)

II.3) Duration of the contract or time limit for completion:

Duration in months : 20 or in days: (from the award of the contract)

or

Starting: (dd/mm/yyyy)

Completion: (dd/mm/yyyy)

Section III : Legal, economic, financial and technical information

III.1) Conditions relating to the contract:

III.1.1) Deposits and guarantees required:(if applicable)

See tender documentation

III.1.2) Main financing conditions and payment arrangements and/or reference to the relevant provisions governing them:

See tender documentation

III.1.3) Legal form to be taken by the group of economic operators to whom the contract is to be awarded:(if applicable)

The Contracting Authority may require a Consortium to form a separate legal entity in relation to delivery of the project, or for its members to assume joint and several liability for contract performance

III.1.4) Other particular conditions:(if applicable)

The performance of the contract is subject to particular conditions : yes no

(if yes) Description of particular conditions:

As set out in the invitation to tender, associated documents and in the form of contract.

III.2) Conditions for participation:

III.2.1) Personal situation of economic operators, including requirements relating to enrolment on professional or trade registers:

Information and formalities necessary for evaluating if the requirements are met:

Applicants wishing to be considered for inclusion in the tender process must first complete and return a Request to Participate Questionnaire (PQQ) by the date in para 1V 3.3. The questionnaire can be obtained on request by writing to Nigel Denton, Procurement Manager, Shropshire Council at the address shown in para I.1 quoting reference BMN 001.

III.2.2) Economic and financial ability:

Information and formalities necessary for evaluating if the requirements are met:

Information and formalities necessary for evaluating if requirements are met: Participants will be required to complete a PQQ which will be provided upon request by submitting an email to the contact point at I.1 - see Regulation 23 of the Public Contracts Regulations 2006 (as amended).

Minimum level(s) of standards possibly required: (if applicable)

III.2.3) Technical capacity:

Information and formalities necessary for evaluating if the requirements are met:

Information and formalities necessary for evaluating if requirements are met: Technical requirements as stated

Minimum level(s) of standards possibly required: (if applicable)

in the PQQ - see Regulation 25 of the Public Contracts Regulations 2006 (as amended).

III.2.4) Information about reserved contracts:(if applicable)

- The contract is restricted to sheltered workshops
- The execution of the contract is restricted to the framework of sheltered employment programmes

III.3) Conditions specific to services contracts:

III.3.1) Information about a particular profession:

Execution of the service is reserved to a particular profession: yes no

(if yes) Reference to the relevant law, regulation or administrative provision :

III.3.2) Staff responsible for the execution of the service:

Legal persons should indicate the names and professional qualifications of the staff responsible for the execution of the service: yes no

Section IV : Procedure

IV.1) Type of procedure:

IV.1.1) Type of procedure:

Open

Restricted

Accelerated restricted

Justification for the choice of accelerated procedure:

Negotiated

Some candidates have already been selected (if appropriate under certain types of negotiated procedures) : yes no
(if yes, provide names and addresses of economic operators already selected under Section VI.3 Additional information)

Accelerated negotiated

Justification for the choice of accelerated procedure:

Competitive dialogue

IV.1.2) Limitations on the number of operators who will be invited to tender or to participate:(restricted and negotiated procedures, competitive dialogue)

Envisaged number of operators:

or

Envisaged minimum number: 5 and (if applicable) maximum number 8

Objective criteria for choosing the limited number of candidates:

Candidates will be limited to the top 8 candidates as ranked after the marking of the PQQ, who have passed all pass / fail elements of the PQQ and meet the minimum scoring criteria. If less than 8 pass all pass / fail elements of the PQQ and meet the minimum scoring criteria it will be the number that have passed all of the pass / fail elements of the PQQ and meet the minimum scoring criteria.

IV.1.3) Reduction of the number of operators during the negotiation or dialogue:(negotiated procedure, competitive dialogue)

Recourse to staged procedure to gradually reduce the number of solutions to be discussed or tenders to be negotiated : yes no

IV.2) Award criteria

IV.2.1) Award criteria (please tick the relevant box(es))

Lowest price

or

The most economically advantageous tender in terms of

the criteria stated below (the award criteria should be given with their weighting or in descending order of importance where weighting is not possible for demonstrable reasons)

the criteria stated in the specifications, in the invitation to tender or to negotiate or in the descriptive document

Criteria	Weighting	Criteria	Weighting
1.		6.	

Criteria	Weighting	Criteria	Weighting
2.		7.	
3.		8.	
4.		9.	
5.		10.	

IV.2.2) Information about electronic auction

An electronic auction will be used yes no

(if yes, if appropriate) Additional information about electronic auction:

IV.3) Administrative information:

IV.3.1) File reference number attributed by the contracting authority: (if applicable)

[BMN 001](#)

IV.3.2) Previous publication(s) concerning the same contract:

yes no

(if yes)

Prior information notice Notice on a buyer profile

Notice number in the OJEU: of: (dd/mm/yyyy)

Other previous publications (if applicable)

IV.3.3) Conditions for obtaining specifications and additional documents or descriptive document: (in the case of a competitive dialogue)

Time limit for receipt of requests for documents or for accessing documents

Date: [12/10/2012](#) Time:

Payable documents yes no

(if yes, give figures only) Price: Currency:

Terms and method of payment:

IV.3.4) Time limit for receipt of tenders or requests to participate:

Date: [15/10/2012](#) Time: [12:00](#)

IV.3.5) Date of dispatch of invitations to tender or to participate to selected candidates: (if known, in the case of restricted and negotiated procedures, and competitive dialogue)

Date: [29/10/2012](#)

IV.3.6) Language(s) in which tenders or requests to participate may be drawn up:

Any EU official language

Official EU language(s):

[EN](#)

Other:

IV.3.7) Minimum time frame during which the tenderer must maintain the tender:

until: :

or

Duration in months : or in days : (from the date stated for receipt of tender)

IV.3.8) Conditions for opening tenders:

Date : (dd/mm/yyyy) Time

(if applicable) Place:

Persons authorised to be present at the opening of tenders *(if applicable)* :

yes no

(if yes) Additional information about authorised persons and opening procedure:

Section VI: Complementary information

VI.1) Information about recurrence: *(if applicable)*

This is a recurrent procurement : yes no

(if yes) Estimated timing for further notices to be published:

VI.2) Information about European Union funds:

The contract is related to a project and/or programme financed by European Union funds : yes no

(if yes) Estimated timing for further notices to be published:

VI.3) Additional information: *(if applicable)*

Variant bids will be permitted where submitted alongside a compliant standard bid and where such variant bids meet each of the Contracting Authority's core requirements.

The dates given in Section IV.3.4 and IV.3.5 are indicative only, and the Contracting Authority reserves the right to vary those dates if necessary.

The closing date for receipt of tenders is 10 December 2012 (12 noon).

The Contracting Authority reserves the right not to award a contract and to bring this procurement to an end at any point subject in particular to the results of its grant funding applications.

VI.4) Procedures for appeal:

VI.4.1) Body responsible for appeal procedures:

Official name: [See VI.4.2 below](#)

Postal address:

Town:

Postal code:

Country: [United Kingdom \(UK\)](#)

Telephone:

E-mail:

Fax:

Internet address: *(URL)*

Body responsible for mediation procedures *(if applicable)*

Official name:

Postal address:

Town:

Postal code:

Country:

Telephone:

E-mail:

Fax:

Internet address: *(URL)*

VI.4.2) Lodging of appeals: *(please fill in heading VI.4.2 or if need be, heading VI.4.3)*

The Contracting Authorities will incorporate a minimum 10 calendar day standstill period (or 15 days where non-electronic or fax methods are used) at the point that an award decision notice is communicated to tenderers.

The award decision notice will specify the criteria for the award of the contract(s), the reasons for the decision, including the characteristics and relative advantages, the name and score of the successful tender; and will

specify when the standstill period is expected to end or the date before which the Contracting Authorities will not conclude the contract(s). If an appeal regarding the award of a contract has not been successfully resolved, the Public Contracts (Amendment) Regulations 2009 provide for aggrieved parties who have been harmed or are at risk of a breach of the rules to take action in the High Court (England, Wales and Northern Ireland). Any such action must be brought promptly.

VI.4.3) Service from which information about the lodging of appeals may be obtained:

Official name: [See VI.4.2 above](#)

Postal address:

Town:

Postal code:

Country: [United Kingdom \(UK\)](#)

Telephone:

E-mail:

Fax:

Internet address: (*URL*)

VI.5) Date of dispatch of this notice:

[14/09/2012](#) (*dd/mm/yyyy*) - ID:2012-127889

Annex A
Additional addresses and contact points

I) Addresses and contact points from which further information can be obtained

Official name: National ID: *(if known)*
Postal address:
Town: Postal code: Country:
Contact point(s): Telephone:
For the attention of:
E-mail: Fax:
Internet address: *(URL)*

II) Addresses and contact points from which specifications and additional documents can be obtained

Official name: National ID: *(if known)*
Postal address:
Town: Postal code: Country:
Contact point(s): Telephone:
For the attention of:
E-mail: Fax:
Internet address: *(URL)*

III) Addresses and contact points to which tenders/requests to participate must be sent

Official name: [Democratic Services Manager, Shropshire Council](#) National ID: *(if known)*
Postal address: [Shirehall, Abbey Foregate](#)
Town: [Shrewsbury](#) Postal code: [SY2 6ND](#) Country: [United Kingdom \(UK\)](#)
Contact point(s): Telephone: [+44 1743252993](#)
For the attention of: [Democratic Services Manager, Legal & Democratic Services](#)
E-mail: Fax: [+44 1743253910](#)
Internet address: *(URL)*

IV) Address of the other contracting authority on behalf of which the contracting authority is purchasing

Official name National ID (if known):
Postal address:
Town Postal code
Country

----- (Use Annex A Section IV as many times as needed) -----

Annex B
Information about lots

Title attributed to the contract by the contracting authority

Lot No : **Lot title :**

1) Short description:

2) Common procurement vocabulary (CPV):

Main vocabulary:

3) Quantity or scope:

(if known, give figures only) Estimated cost excluding VAT:

Currency:

or

Range: between :

and:

Currency:

4) Indication about different date for duration of contract or starting/completion:(if applicable)

Duration in months : or in days : (from the award of the contract)

or

Starting: (dd/mm/yyyy)

Completion: (dd/mm/yyyy)

5) Additional information about lots:

Annex C1 – General procurement
Service categories referred to in Section II: Object of the contract
Directive 2004/18/EC

Category No [1]	Subject
1	Maintenance and repair services
2	Land transport services [2], including armoured car services, and courier services, except transport of mail
3	Air transport services of passengers and freight, except transport of mail
4	Transport of mail by land [3] and by air
5	Telecommunications services
6	Financial services: a) Insurances services b) Banking and investment services [4]
7	Computer and related services
8	Research and development services [5]
9	Accounting, auditing and bookkeeping services
10	Market research and public opinion polling services
11	Management consulting services [6] and related services
12	Architectural services; engineering services and integrated engineering services; urban planning and landscape engineering services; related scientific and technical consulting services; technical testing and analysis services
13	Advertising services
14	Building-cleaning services and property management services
15	Publishing and printing services on a fee or contract basis
16	Sewage and refuse disposal services; sanitation and similar services
Category No [7]	Subject
17	Hotel and restaurant services
18	Rail transport services
19	Water transport services
20	Supporting and auxiliary transport services
21	Legal services
22	Personnel placement and supply services [8]
23	Investigation and security services, except armoured car services
24	Education and vocational education services
25	Health and social services
26	Recreational, cultural and sporting services [9]
27	Other services

1 Service categories within the meaning of Article 20 and Annex IIA to Directive 2004/18/EC.

2 Except for rail transport services covered by category 18.

3 Except for rail transport services covered by category 18.

4 Except financial services in connection with the issue, sale, purchase or transfer of securities or other financial instruments, and central bank services. The following are also excluded: services involving the acquisition or rental, by whatever financial means, of land, existing buildings or other immovable property or concerning rights thereon. However, financial service contracts concluded at the same time as, before or after the contract of acquisition or rental, in whatever form, shall be subject to the Directive.

- 5 Except research and development services other than those where the benefits accrue exclusively to the contracting authority for its use in the conduct of its own affairs on condition that the service provided is wholly remunerated by the contracting authority.
- 6 Except arbitration and conciliation services.
- 7 Service categories within the meaning of Article 21 and Annex IIB of Directive 2004/18/EC.
- 8 Except employment contracts.
- 9 Except contracts for the acquisition, development, production or co-production of program material by broadcasters and contracts for broadcasting time.

Commissioning & Procurement

Shirehall, Abbey Foregate
Shrewsbury, SY2 6ND



date as email

Tel: (01743) 252993

Fax: (01743) 255901

Please ask for: **Mr N Denton**

Email: procurement@shropshire.gov.uk

Dear Sirs

BMN 001 - THE DITHERINGTON FLAX MILLS DEVELOPMENT AND RESTORATION PROJECT

You have been invited to tender for the above requirement. With this letter please find copies of the following documents:

1. Instructions for Tendering
2. Shropshire Council General Terms and Conditions
3. Tender Response Document
4. XXXXXXXXXXXXXXXX
5. XXXXXXXXXXXXXXXX
6. XXXXXXXXXXXXXXXX
7. Return Label

Tenders should be made on the enclosed Tender Response Document. **One hard copy** and **one CD copy** of your Tender must be completed, signed and returned together with a signed copy of the 'Instructions for Tendering'. You are recommended to keep a copy of all tender documents and supporting documents for your own records.

Please pay particular attention to the points below concerning the returning of tenders.

Returning of Tenders

- The deadline for returning tenders is **noon on 10 December 2012**, any tenders received after this time will not be accepted
- Tenders must be returned to the **Democratic Services Manager, Legal and Democratic Services, Shropshire Council, Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND**
- Tenders must be returned in **plain envelope(s)/packaging using the label provided**. Tender packaging must have **no other markings or writing** apart from the label provided.
- Tenderers should **not use their company franking machine** and should check if returning their tenders via Royal Mail or a courier to ensure that **no marks identifying you** are placed on the envelope
- Tenders can be delivered any time before the due date, tenders are kept in a secure place and are not opened until after the designated time for receipt
- Tenders can be delivered by hand to the North Entrance Reception at the address given above prior to the deadline

Tenders **cannot** be accepted if:

- Tenders are received by facsimile or email
- Tenders are received after **12 noon on the given deadline**
- Tenders bear any marks identifying the tenderer

European Requirements

In accordance with the EU Procurement Directive, Shropshire Council will accept equivalent EC member or international standards in relation to safety, suitability and fitness for purpose. Where a particular brand of article or service has been referred to in the tender document, alternatives or equivalents which achieve the same result will be equally acceptable. In these cases Shropshire Council will take into account any evidence the tenderer wishes to propose in support of the claim that the product or service is equivalent to the named types.

All tender documents and any accompanying information must be submitted in English. A Contract Notice in respect of this requirement was dispatched on 18 September 2012 to appear in the Supplement to the Official Journal of the European Union.

Freedom of Information

Under the provisions of the Freedom of Information Act 2000 from 1 January 2005, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. Information about your organisation, which Shropshire Council may receive from you may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

Therefore if you provide any information to Shropshire Council in the expectation that it will be held in confidence, you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as "commercial in confidence" will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

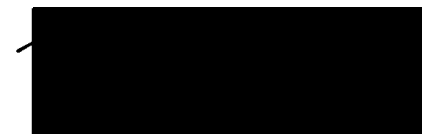
Other Details

Please note that if supplementary questions are raised by any tenderer prior to the closing of tenders and Shropshire Council decides that the answers help to explain or clarify the information given in the Tender Documents, then both the questions and the answers will be circulated to all enterprises invited to submit a tender.

As part of its sustainability policy, Shropshire Council encourages tenderers to minimise packaging, particularly presentational or retail packaging.

If you have any queries relating to this invitation to tender, please contact me on telephone number 01743 252993.

Yours faithfully

A large black rectangular redaction box covering the signature of Nigel Denton.

Nigel Denton
Procurement Manager
Commissioning & Procurement

Enc



INSTRUCTIONS FOR TENDERING

***BMN 001 – THE DITHERINGTON
FLAX MILLS DEVELOPMENT &
RESTORATION PROJECT***

Shropshire Council Instructions for tendering

Contract Description:

INSERT TEXT TO DESCRIBE CONTRACT

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Please check page numbering

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1.0 Invitation to Tender

- 1.1 You are invited to tender for the provision of The Ditherington Flax Mills Development & Restoration Project as detailed in the Tender Response Document. The contract will be for an initial period of **(insert)** commencing on the **(insert)** with the option to extend up to the **(insert)**.
- 1.2 Tenders are to be submitted in accordance with the General Terms and Conditions of Shropshire Council and the instructions outlined within this document.
- 1.3 Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- 1.4 The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an “in confidence” basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
- 1.5 Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- 1.6 The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer's financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 1.7 The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.

2.2 Terms and Conditions

- 2.1 Every Tender received by the Council shall be deemed to have been made subject to the General Terms and Conditions and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.
- 2.2 The Tenderer is advised that in the event of their Tender being accepted by the Council, they will be required to undertake the required services.

3.0 Preparation of Tenders

3.1 Completing the Tender Response Document

3.1.1 Tenders should be submitted using the 'Tender Response Document' following the instructions given at the front of the document. The Tenderer's attention is specifically drawn to the date and time for receipt of Tenders and that no submission received after the closing time will be considered.

3.1.2 All documents requiring a signature must be signed;

- a) Where the Tenderer is an individual, by that individual;
- b) Where the Tenderer is a partnership, by two duly authorised partners;
- c) Where the Tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.

3.1.3 The Invitation to Tender Documents are and shall remain the property and copyright of the Council.

3.2 Tender Preparation and Costs

3.2.1 It shall be the responsibility of Tenderers to obtain for themselves at their own expense all information necessary for the preparation of their Tender. No claim arising out of want of knowledge will be accepted. Any information supplied by the Council (whether in the Tender Documentation or otherwise) is supplied only for general guidance in the preparation of tenders.

3.2.2 Any Tenderer considering making the decision to enter into a contractual relationship with the Council must make an independent assessment of the Tender opportunity after making such investigation and taking such professional advice as it deems necessary.

3.2.3 Tenderers will be deemed for all purposes connected with their Tender submission where appropriate to have visited and inspected the Council, its assets, all the locations in respect of the delivery of the services/supplies/works and to have satisfied themselves sufficiently as to the nature, extent and character of the services supplies/works sought, and the human resources, materials, software, equipment, machinery, and other liabilities and other matters which will be required to perform the contract.

3.2.4 The Council will not be liable for any costs incurred by Tenderers in the preparation or presentation of their tenders.

3.2.5 Tenderers are required to complete all pricing schedules in the Invitation to tender documents. The terms "Nil" and "included" are not to be used but a zero or figures must be inserted against each item. Unit rates and prices must be quoted in pounds sterling and whole new pence.

3.2.6 It shall be the Tenderer's responsibility to ensure that all calculations and prices in the Tender documentation are correct at the time of submission.

- 3.2.7** The Tenderer is deemed to have made him/herself acquainted with the Council's requirements and tender accordingly. Should the Tenderer be in any doubt regarding the true meaning and intent of any element of the specification he is invited to have these fully resolved before submitting his Tender. No extras will be allowed for any loss or expense involved through any misunderstanding arising from his/her failure to comply with this requirement.
- 3.2.8** Any Tender error or discrepancy identified by the Council shall be drawn to the attention of the Tenderer who will be given the opportunity to correct, confirm or withdraw the Tender.
- 3.2.9** The Tender Documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Tender document other than on an In Confidence basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Tender.

3.3 Parent Company Guarantee

It is a condition of contract that if the tendering company is a subsidiary then its Ultimate Group/Holding Company must guarantee the performance of this contract and provide a letter to that effect signed by a duly authorised signatory of the Ultimate Group/Holding Company.

3.4 Warranty

The Tenderer warrants that all the information given in their Tender and if applicable their Request to Participate Questionnaire is true and accurate. The information provided will be deemed to form part of any contract formed under this contract.

The Tenderer warrants that none of their current Directors have been involved in liquidation or receivership or have any criminal convictions

4.0 Tender Submission

- 4.1** Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender using the label provided. Tenders must be submitted by the deadline of **noon, 10 December 2012. One hard copy and one CD copy of your Tender Response Document must be returned.**
- 4.2** No unauthorised alteration or addition should be made to the Specification and Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.
- 4.3** Qualified tenders may be submitted, but the Council reserves the right not to accept any such tender. The Council's decision on whether or not a Tender is acceptable will be final.
- 4.4** Tenderers should note that their Tender must remain open and valid and capable of acceptance for a period of at least 90 days.

4.5 Tenderers should note that Tenders and supporting documents must be written in English and that any subsequent contract, which may or may not be entered into, its formation, interpretation and performance, shall be subject to and in accordance with the laws of England and subject to the jurisdiction of the Courts of England and Wales.

4.6 Where Tender submissions are incomplete the Council reserves the right not to accept them.

5.0 Variant Bids

5.1 The Council is interested in alternative solutions which would provide and develop opportunities for savings in service costs, service improvement or other financial benefits. In particular, the Council wishes to encourage solutions which also deliver benefits and added value to the local economy, residents and the business community.

5.2 Tenderers may submit, at their discretion, a Tender offering a different approach to the project as a "Variant Bid". However, to permit comparability, at least one bid must be submitted strictly in accordance with the Invitation to Tender Documents (the "Compliant Tender"). Any Tender variant proposed must clearly state how it varies from the requirements of the Compliant Tender Documents, and be explicit in demonstrating the benefits that will accrue to the Council from adopting this approach. Tenderers will be required to identify which submission, in their view, demonstrates best value to the Council.

5.3 Variant Bids must contain sufficient financial and operational detail to allow any Variant Bid to be compared with the standard Tender, permitting its considerations in written form.

6.0 Tender Evaluation

6.1 The Tenderers may be called for interview to seek clarification of their tender or additional or supplemental information in relation to their tender. The presentations will not carry any weighting to the final score achieved by Tenderers, but will be used to clarify and moderate issues raised in the Tenderer's submissions. Any areas of discrepancy between submissions and information gained from the presentations will be reviewed and scores previously awarded will be amended if necessary.

6.2 If the Council suspects that there has been an error in the pricing of a Tender, the Council reserves the right to seek such clarification, as it considers necessary from the Tenderer in question.

7.0 Clarifications

7.1 Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.

7.2 Any queries arising in relation to this invitation to tender should be raised in writing

with Nigel Denton, Procurement Manager, Commissioning and Procurement, Shropshire Council, Shirehall, Abbey Foregate, SHREWSBURY SY2 6ND (tel: 01743 252993) (fax: 01743 255901) (email: procurement@shropshire.gov.uk) quoting the contract reference and title.

- 7.3** Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.
- 7.4** All queries should be raised as soon as possible (in writing), in any event not later than 3 December 2012.
- 7.5** All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.
- 7.6** Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.

8.0 Continuation of the Procurement Process

- 8.1** The Council shall not be committed to any course of action as a result of:
- i) issuing this Invitation to Tender;
 - ii) communicating with a Tenderer, a Tenderer's representative or agent in respect of this procurement exercise;
 - iii) any other communication between the Council (whether directly or through its agents or representatives) and any other party.
- 8.2** The Council reserves the right at its absolute discretion to amend, add to or withdraw all, or any part of this Invitation to Tender at any time during the tendering stage of this procurement exercise.
- 8.3** At any time before the deadline for receipt of tender returns the Council may modify the Invitation to Tender by amendment. Any such amendment shall be numbered and dated and issued by the Council to all participating tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing its Tender return, the Council may in its sole discretion, extend the deadline for submission of the tender returns. The Council reserves the right to amend, withdraw, terminate or suspend all or any part of this procurement process at any time at its sole discretion.

9.0 Confidentiality

- 9.1** All information supplied by the Council in connection with or in these Tender Documents shall be regarded as confidential to the Council unless the information is already within the public domain or subject to the provisions of the Freedom of Information Act 2000.
- 9.2** The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.
- 9.3** Tenderers shall ensure that each and every sub-contractor, consortium member and/or professional advisor to whom it discloses these papers complies with the terms and conditions of this ITT.
- 9.4** The contents of this Invitation to Tender are being made available by the Council on condition that:
- 9.4.1** Tenderers shall at all times treat the contents of the Invitation to tender and any related documents as confidential, save in so far as they are already in the public domain and Tenderers shall not, subject to the provisions relating to professional advisors, sub-contractors or other persons detailed below, disclose, copy, reproduce, distribute or pass any of the contents of the Invitation to tender to any other person at any time or allow any of these things to happen;
- 9.4.2** Tenderers shall not use any of the information contained in this Invitation to tender for any purpose other than for the purposes of submitting (or deciding whether to submit) the tender; and
- 9.4.3** Tenderers shall not undertake any publicity activity within any section of the media.
- 9.5** Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:
- 9.5.1** this is done for the sole purpose of enabling an Invitation to tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person were the Tenderer; or
- 9.5.2** the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or
- 9.5.3** the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or
- 9.5.4** the Tenderer is legally required to make such a disclosure.
- 9.6** The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

9.7 Transparency of Expenditure

Further to its obligations regarding transparency of expenditure, the Council may be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

10.0 Freedom of Information

10.1 Please note that from 1 January 2005 under the provisions of the Freedom of Information Act 2000, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. One of the consequences of those new statutory responsibilities is that information about your organisation, which Shropshire Council may receive from you during this tendering process may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

10.2 In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the Act, Shropshire Council may consider it appropriate to ask you for your views as to the release of any information before we make a decision as to how to respond to a request. In dealing with requests for information under the Act, Shropshire Council has to comply with a strict timetable and it would therefore expect a timely response to any such consultation within five working days.

10.3 If, at any stage of this tendering process, you provide any information to Shropshire Council in the expectation that it will be held in confidence, then you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

10.4 Shropshire Council will not be able to accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.

10.5 In certain circumstances where information has not been provided in confidence, Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to Shropshire Council.

For guidance on this issue see: <http://www.ico.gov.uk>

11.0 Disqualification

11.1 The Council reserves the right to reject or disqualify a Tenderer's Tender submission where:

- 11.1.1** The tenderer fails to comply fully with the requirements of this Invitation to tender or is in breach of clause 15 of the Council's General Terms and Conditions relating to Bribery and Corruption or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or
- 11.1.2** The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.
- 11.1.3** The tenderer directly or indirectly canvasses any member, official or agent of the Council concerning the award of the contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other Tender or proposed Tender for the services. The Canvassing Certificate must be completed and returned as instructed.
- 11.1.4** The Tenderer :
- a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or
 - b) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or
 - c) Enters into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or
 - d) Offers or agrees to pay or give or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any Tender or proposed Tender for the services any act or omission.
- 11.2** Any disqualification will be without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract. The Non-Collusive Tendering Certificate must be completed and returned as instructed.
- 11.3** The Council reserves the right to disqualify an Applicant from further participating in this procurement process where there is a change in the control or financial stability of the Tenderer at any point in the process up to award of a contract and such change of control or financial stability has a materially adverse effect on the Tenderer's financial viability or ability to otherwise meet the requirements of the procurement process.

12.0 E-Procurement

As part of its procurement strategy Shropshire Council is committed to the use of technology that can improve the efficiency of procurement. Successful Tenderers may be required to send or receive documents electronically. This may include purchase orders, acknowledgements, invoices, payment advices, or other

procurement documentation. These will normally be in the Council's standard formats, but may be varied under some circumstances so as not to disadvantage small and medium suppliers.

13.0 Award of Contract

13.1 Award Criteria

The Award Criteria has been set out within the Tender Response Document accompanying this invitation to tender. The Council is not bound to accept the lowest or any Tender.

13.2 Award Notice

The Council will publish the name and addresses of the successful Tenderers in the Official Journal of the European Union (OJEU) where appropriate. The Contracting Authority reserves the right to pass all information regarding the outcome of the Tendering process to the Office of Fair Trading to assist in the discharge of its duties. Additionally, the Council will adhere to the requirements of the Freedom of Information Act 2000 and Tenderers should note this statutory obligation.

13.3 Transparency of Expenditure

Further to its obligations regarding transparency of expenditure, the Council may also be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

14.0 Value of Contract

Shropshire Council cannot give any guarantee in relation to the value of this contract.

15.0 Acceptance

15.1 Tenders must be submitted strictly in accordance with the terms of the Council's Invitation to Tender documentation and acceptance of the tender shall be conditional on compliance with this Tender Condition.

15.2 The Tender documentation including, the General and Special Terms and Conditions of Contract, the Tender Response document, these Instructions to Tender, together with the formal written acceptance by the Council will form a binding agreement between the Contractor and the Council.

15.3 All successful Tenderers accepted onto the framework will be required to work to strict quality standards and deadlines, as detailed in individual purchase orders, failure to meet such quality standards or deadlines will result in a breach of a condition of contract and remedies will be sought, as appropriate, by the Council.

15.4 Please also note that the Council will monitor the quality of work supplied and delivery of such work under the framework and reserve the right to remove any successful Tenderer from the framework where they fail to meet reasonable standards in these areas.

15.5 The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract being **(insert)**.

16.0 **Payment Terms**

Tenderers should particularly note that the principles governing public procurement require that, as far as is reasonably possible, payments for Goods, Works or Services are made after the provision. Therefore any indication of a pricing strategy within a Tender which provides for substantial payments at the outset of the Contract will be examined carefully to decide whether or not a Tender in such form can be accepted. If in the opinion of the Council such substantial payments appear excessive in relation to the requirements of the Contract the Council reserves, without prejudice to any other right to reject any Tender it may have, the right to require the Tenderer to spread such proportion of the costs as are considered excessive over the duration of the Contract.

17.0 **Liability of Council**

17.1 The Council does not bind himself to accept the lowest or any tender.

17.2 The Council does not accept any responsibility for any pre-tender representations made by or on its behalf or for any other assumptions that Tenderers may have drawn or will draw from any pre-tender discussions.

17.3 The Council shall not be liable to pay for any preparatory work or other work undertaken by the Tenderer for the purposes of, in connection with or incidental to this Invitation to Tender, or submission of its Tender response or any other communication between the Council and any other party as a consequence of the issue of this Invitation to Tender.

17.4 The Council shall not be liable for any costs or expenses incurred by any Tenderer in connection with the preparation of a Tender return for this procurement exercise, its participation in this procurement whether this procurement is completed, abandoned or suspended.

17.5 Whilst the Tender Documents have been prepared in good faith, they do not purport to be comprehensive nor to have been formally verified. Neither the Council nor any of its staff, agents, elected Members, or advisers accepts any liability or responsibility for the adequacy, accuracy or completeness of any information given, nor do they make any representation or given any warranty, express or implied, with respect to the Tender Documents or any matter on which either of these is based (including, without limitation, any financial details contained within the Specification and Contract Documentation). Any liability is hereby expressly disclaimed save in the event of fraud, or in the event of specific warranties provided within the Contract Documentation.

18.0 Declaration

We, as acknowledged by the signature of your authorised representative, accept these Instructions to Tender as creating a binding contract between yourself and the Council. We hereby acknowledge that any departure from the Instructions to Tender may cause financial loss to the Council.

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

gleeds^G

Building Awards 2011
Winner

CONSTRUCTION CONSULTANT OF THE YEAR



INVITATION TO TENDER – STAGE 1

For

Ditherington Flax Mill Maltings – Phase 1

29th October 2012

Gleeds Cost Management Limited
1400 Bristol Parkway North, Newbrick Road, Bristol, BS34 8YU
t: 0117 317 3200 www.gleeds.com





Invitation to Tender - Stage 1 For Ditherington Flax Mill Maltings – Phase 1



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Invitation to Tender - Stage 1 For Ditherington Flax Mill Maltings – Phase 1



1.0 PROJECT DESCRIPTION



Invitation to Tender - Stage 1 For Ditherington Flax Mill Maltings – Phase 1

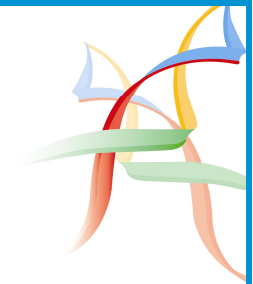
1.0 PROJECT DESCRIPTION

- 1.1 The Ditherington Flax Mill Maltings site stands on the northern edge of Shrewsbury Town Centre in Shropshire and contains seven listed buildings including the world's first, third and eighth oldest iron-framed buildings.
- 1.2 The main Flax Mill is the most significant; believed to be the first iron framed building in the world, and considered to be the grandfather of all skyscrapers. Its construction was both innovative and revolutionary with its use of cast-iron framing paving the way for all of contemporary architecture and representing a pivotal moment of the Industrial Revolution. The buildings at Ditherington operated as a Flax Mill for nearly 100 years, and then were converted for use as a Maltings, in which form they operated until 1985.
- 1.3 By careful conservation and repair of the historic fabric and by bringing the main historic buildings back into use, this first phase of the regeneration will ensure a long and sustainable future for this globally important site, as well as acting as a catalyst for the wider regeneration of the area.
- 1.4 The key partners developing this project (Shropshire Council, English Heritage, Homes and Communities Agency and the Friends of the Ditherington Flax Mill Maltings (FDFMM) have all recognised the vital importance of the Flax Mill Maltings for its global contribution to architecture and engineering, its role in the industrial history of the West Midlands and its potential to regenerate and bring life back to one of the country's most deprived communities.
- 1.5 Although all of the buildings on the site need to be conserved and developed, this first phase of the project has focussed on the most significant buildings, those showing the greatest signs of deterioration and where there is confidence that an end use can be determined.
- 1.6 This First Phase will:
- restore and conserve the main Flax Mill, Kiln, Dye and Stove House, Office and Stables removing them from English Heritage 'At Risk' register and securing the future of this important industrial heritage site.
 - provide an 'exemplar' in how modern technology and innovation can be applied to ensure a sustainable future for these historic buildings.
 - achieve at a minimum BREEAM "Very Good" standard, which is a significant achievement for a heritage building.
 - secure a sustainable future for this important site, ensuring that a balanced mix of public and commercial uses.
 - enable the FDFMM to continue to take responsibility for helping develop and manage the public access areas and work with local communities.
 - Offer training for people to acquire skills, for example in repairing and maintaining the historic buildings.
 - Ensure the Flax Mill Maltings future and long term sustainability.
 - Be a catalyst for the regeneration of the wider site, making a significant difference to the local area, local economy and the lives of local people.
- 1.7 **The main Flax Mill** (Built 1797, Grade I listed) – this contract will restore and conserve the cast-iron framed shell as well as fitting out the lower two floors for public access which will be managed by the FDFMM. These lower two floors will incorporate flexible exhibition/demonstration space, conference/function facilities, interpretation areas, training/community space, café and retail to accommodate a mix of activities which balances public access with commercial activity to ensure its long term viability. The upper floors have been identified as office type accommodation. Works include restoration of the existing fabric; installation of a new structural frame and panel floor system; new fenestration; new M&E systems and fit-out of the lower two floors. Fit-out of the upper floors will be included if funds can be obtained.
- 1.8 **The Kiln** (Built 1898, Grade I listed) will become the main landmark entrance to the wider Flax Mill Maltings site, providing frontage onto a main arterial road into Shrewsbury and central access point for the other historic buildings with lift access to the upper floors. Works include restoration of the existing fabric new lifts; horizontal platforms; meeting rooms and fit-out.

.....(Continued)



Invitation to Tender - Stage 1 For Ditherington Flax Mill Maltings – Phase 1



1.0 PROJECT DESCRIPTION (Continued)

- 1.9 **The Dye and Stove House** (Re-built 1850, Grade II* listed) with its spectacular light weight roof is now high on the list of buildings at risk on the site. This highly attractive space would be ideal for public assembly, exhibition, theatre, music or lectures. Works include restoration of the fabric; insertion of new access core; primary M&E services and sanitary provisions. Fit-out will be included if funds can be obtained.
- 1.10 **The Office and Stables** (Built 1804, Grade II listed) are located in the circulation routes between the main historic buildings and as such they will be developed as part of this first phase. They will provide an important site office during the construction phase with longer term uses being determined during the development phase. Works include restoration of the fabric and primary M&E services.
- 1.11 **External works** include the removal of contamination; levelling; drainage; primary services; high quality hard landscaping and external furniture and interpretation.
- 1.12 There is Outline Planning approval for the full site which includes both the heritage site and the additional sites acquired by Shropshire Council, as well as Detailed and Listed Building approvals for the historic buildings.
- 1.13 Detailed design to RIBA Stage D has already been completed and significantly de-risks the site and provides a high level of cost certainty. Design work to Stage E is currently underway, and for Stage F will begin in the New Year.
- 1.14 The estimated contract value of the first phase is circa £15.5M. The cost of the work will be funded from a variety of different external funding sources, including Heritage Lottery Fund, European Regional Development Fund (ERDF) and English Heritage, together with Shropshire Council. Compliance of the funders rules and regulations is critical including understanding the complexities of state aid requirements. The state aid solutions which are currently being applied to this project are Heritage Uplift, Land Remediation, Public Realm, BREEAM and Culture and Public Access. It will be necessary to agree the final cost and funding profiles in March 2013 when the HLF second round application is submitted along with the process for monitoring spend and submitting the various grant claims.
- 1.15 The first phase is due to commence in August 2013 and must be complete by June 2015 to comply with funding requirements.
- 1.16 A potential second phase including works to restore and fit-out the Cross Mill (Re-built 1812, Grade I) and Warehouse (Built 1805, Grade I listed) for office use may form a follow on contract if funds can be obtained.
- 1.17 Potential Contractors should be aware that the final evaluation of tenders will be based on a 70:30 quality:cost split. The evaluation of the cost element will be done on a value for money basis. The high weighting on quality reflects the complexity of the project, the historic value of the site, the training and volunteering requirements, the desires of a wide mix of funders and the high profile nature of the project. The quality questions in Section 8.0 set out what information is to be provided as part of the tender. A minimum of 3 of the highest scoring tenderers will be invited to interview to clarify their Stage 1 Tender submission and for the interview panel to moderate scores given to the Qualitative Questions.



**Invitation to Tender - Stage 1
For Ditherington Flax Mill Maltings – Phase 1**



2.0 INSTRUCTIONS TO TENDERERS



Invitation to Tender - Stage 1 For Ditherington Flax Mill Maltings – Phase 1



2.0 INSTRUCTIONS TO TENDERERS

2.1 Invitation to Tender

- 2.1.1 You are invited to submit a Stage 1 tender for the provision of the Ditherington Flax Mill Maltings Development & Restoration Project as detailed in this document.
- 2.1.2 All tenderers will be invited to attend a Bidders Day at Ditherington Flax Mill Maltings to raise questions regarding any aspect of the Works. The date for this is **12th November 2012 (time to be confirmed)**. Tendering Contractors must make themselves available for this.
- 2.1.3 The preferred Contractor, following the Stage 1 tender evaluation process, will be required to enter into a Pre-Construction Services Agreement to provide services as requested in the Stage 1 documentation.
- 2.1.4 It is the intention of the Employer to award the contract, at the end of the second stage, under NEC3 Engineering and Construction Contract Option C (see Section 4.0 for NEC3 Form of Contract).
- 2.1.5 Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- 2.1.6 The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an “in confidence” basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
- 2.1.7 Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- 2.1.8 The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer's financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 2.1.9 The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.
- 2.1.10 If the Contractor cannot tender for any part(s) of the work as defined in this document the Council must be informed as soon as possible, defining the relevant part(s) and stating the reason(s) for the inability to tender.

.....(Continued)



Invitation to Tender - Stage 1 For Ditherington Flax Mill Maltings – Phase 1



2.0 INSTRUCTIONS TO TENDERERS (Continued)

2.2 Procurement Strategy

- 2.2.1 The programme currently reflects the overall design developed to RIBA Stage D. RIBA Stage E design has commenced and RIBA Stage F will commence early in 2013 for the second stage procurement of works packages. The Contractor will work closely with the Design Team to develop the design which will be detailed sufficiently to procure sub-contract packages and advise on buildability, methodology and sequencing. The exact extent of design development for each work package will be subject to agreement between the Contractor and the Employer's Design Team.
- 2.2.2 The procurement of the second stage work packages will be carried out in accordance with the information contained in Section 3.0 Preliminaries under clause A30.110. The Project Manager and/or Quantity Surveyor will agree with the Contractor the packages to be tendered in order to achieve at least **90% cost certainty**. The Contractor will be required to obtain at least three competitive sub-contract tenders for each work package.
- 2.2.3 The Contractor will be responsible for preparing Quantities and/or specification and drawings for obtaining sub-contract work packages and shall allow for all costs in his preliminaries within his Stage 1 tender for doing so. No additional costs in respect of this will be added to the Stage 1 tender during the second stage process.
- 2.2.4 It is the intention that the Contractor will be appointed under a lump sum contract at the conclusion of the second stage procurement process, under the NEC3 Option C. The Target Cost principles and pain/gain proportions are detailed in Section 4.0 of this document.

2.3 Terms and Conditions

- 2.3.1 Every Tender received by the Council shall be deemed to have been made subject to the General Terms and Conditions and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.
- 2.3.2 The Tenderer is advised that in the event of their Tender being accepted by the Council, they will be required to undertake the required services.

2.4 Completing the Form of Tender / Submission

- 2.4.1 Tenders should be submitted using the Form(s) of tender for the pricing element and a submission document in response to the Qualitative Questions. The Tenderer's attention is specifically drawn to the date and time for receipt of Tenders and that no submission received after the closing time will be considered.
- 2.4.2 All documents requiring a signature must be signed;
- a) Where the Tenderer is an individual; by that individual;
 - b) Where the Tenderer is a partnership, by two duly authorised partners;
 - c) Where the Tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
- 2.4.3 The Invitation to Tender Documents are and shall remain the property and copyright of the Council.

.....(Continued)



Invitation to Tender - Stage 1 For Ditherington Flax Mill Maltings – Phase 1



2.0 INSTRUCTIONS TO TENDERERS (Continued)

2.5 Information to be Provided by the Tenderer

2.5.1 The Tenderer shall provide the following information as part of his tender:

- Answers to Quality Questions contained in Section 8.0 of this document. Font shall be no smaller than Arial Font Size 11 (or equivalent).
- Priced Submissions which shall include:
 1. Pre-Construction Fee (Fixed)
 2. Contractors Preliminaries – Staff
 3. Contractors Preliminaries – Other
 4. Overhead & Profit % and Total
 5. Total Construction Cost (indicative)
 6. Allowance for provision of a Parent Company Guarantee
- Pre Construction Payment Schedule (see Section 4.0: NEC3 Option C, Annex B for list of Pre Construction Services)
- Non-Collusive Tendering Certificate
- Non Canvassing Certificate
- Declaration of Connection with Officers or Elected Members of the Council
- Standard Sub-Contract terms and conditions (these shall be subject to agreement with the Project Manager)

2.6 Tender Preparation and Costs

2.6.1 It shall be the responsibility of Tenderers to obtain for themselves, at their own expense all information necessary for the preparation of their Tender. No claim arising out of want of knowledge will be accepted. Any information supplied by the Council (whether in the Tender Documentation or otherwise) is supplied only for general guidance in the preparation of tenders.

2.6.2 The Council will not be liable for any costs incurred by Tenderers in the preparation or presentation of their tenders.

2.6.3 Tenderers are required to complete all pricing schedules in the Invitation to tender documents. The terms “Nil” and “included” are not to be used but a zero or figures must be inserted against each item. Unit rates and prices must be quoted in pounds sterling and whole new pence.

2.6.4 It shall be the Tenderer's responsibility to ensure that all calculations and prices in the Tender documentation are correct at the time of submission.

2.6.5 The Tenderer is deemed to have made him/herself acquainted with the Tender documentation and tender accordingly. Should the Tenderer be in any doubt regarding the true meaning and intent of any element of the Tender information he is invited to have these fully resolved before submitting his Tender. No extras will be allowed for any loss or expense involved through any misunderstanding arising from his/her failure to comply with this requirement.

2.6.6 Any Tender error or discrepancy identified by the Council shall be drawn to the attention of the Tenderer who will be given the opportunity to correct, confirm or withdraw the Tender.

.....(Continued)



Invitation to Tender - Stage 1 For Ditherington Flax Mill Maltings – Phase 1



2.0 INSTRUCTIONS TO TENDERERS (Continued)

2.6.7 The Tender Documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Tender document other than on an In Confidence basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Tender.

2.7 Parent Company Guarantee

2.7.1 It is a condition of contract that if the tendering company is a subsidiary then its Ultimate Group/Holding Company must guarantee the performance of this contract and provide a letter to that effect signed by a duly authorised signatory of the Ultimate Group/Holding Company.

2.8 Warranty

2.8.1 The Tenderer warrants that all the information given in their Tender is true and accurate. The information provided will be deemed to form part of any contract formed under this contract.

2.8.2 The Tenderer warrants that none of their current Directors have been involved in liquidation or receivership or have any criminal convictions

2.9 Tender Submission

2.9.1 Tenders must be submitted strictly in accordance with the tender letter and Invitation to Tender documentation using the label provided. Tenders must be submitted by the deadline of **noon, 10 December 2012. One hard copy and one CD copy of your Stage 1 Tender Submission must be returned.**

2.9.2 No unauthorised alteration or addition should be made to the Tender Documentation. If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.

2.9.3 Qualified tenders may be submitted, but the Council reserves the right not to accept any such tender. The Council's decision on whether or not a Tender is acceptable will be final.

2.9.4 Tenderers should note that their Tender must remain open and valid and capable of acceptance for a period of at least 90 days.

2.9.5 Tenderers should note that Tenders and supporting documents must be written in English and that any subsequent contract, which may or may not be entered into, its formation, interpretation and performance, shall be subject to and in accordance with the laws of England and subject to the jurisdiction of the Courts of England and Wales.

2.9.6 Where Tender submissions are incomplete the Council reserves the right not to accept them.

2.10 Variant Bids

2.10.1 Tenderers may submit an alternative tender based on a preferred programme, as a "Variant Bid". However, to permit comparability, at least one bid must be submitted strictly in accordance with the Invitation to Tender Documents(the "Compliant Tender") . Any Tender variant proposed must clearly state how it varies from the requirements of the Compliant Tender Documents, and be explicit in demonstrating the benefits that will accrue to the Council from an alternative programme. Tenderers will be required to identify which submission they wish to be considered as their Stage 1 Tender.

.....(Continued)



Invitation to Tender - Stage 1 For Ditherington Flax Mill Maltings – Phase 1



2.0 INSTRUCTIONS TO TENDERERS (Continued)

2.11 Tender Evaluation

2.11.1 The Tenderers may be called for interview to seek clarification of their tender or additional or supplemental information in relation to their tender. The presentations will not carry any weighting to the final score achieved by Tenderers, but will be used to clarify and moderate issues raised in the Tenderer's submissions. Any areas of discrepancy between submissions and information gained from the presentations will be reviewed and scores previously awarded will be amended if necessary.

2.11.2 If the Council suspects that there has been an error in the pricing of a Tender, the Council reserves the right to seek such clarification, as it considers necessary from the Tenderer in question.

2.12 Clarifications

2.12.1 Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.

2.12.2 Any queries arising in relation to this invitation to tender should be raised in writing with [Nigel Denton, Procurement Manager, \(email: procurement@shropshire.gov.uk\)](mailto:procurement@shropshire.gov.uk) quoting the contract title.

2.12.3 Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.

2.12.4 All queries should be raised as soon as possible (in writing), in any event not later than 3rd December 2012.

2.12.5 All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.

2.12.6 Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.

2.13 Continuation of the Procurement Process

2.13.1 The Council shall not be committed to any course of action as a result of:

- i) issuing this Invitation to Tender;
- ii) communicating with a Tenderer; a Tenderer's representative or agent in respect of this procurement exercise;
- iii) any other communication between the Council (whether directly or through its agents or representatives) and any other party.

2.13.2 The Council reserves the right at its absolute discretion to amend, add to or withdraw all, or any part of this Invitation to Tender at any time during the tendering stage of this procurement exercise.

.....(Continued)



Invitation to Tender - Stage 1 For Ditherington Flax Mill Maltings – Phase 1



2.0 INSTRUCTIONS TO TENDERERS (Continued)

2.13.3 At any time before the deadline for receipt of tender returns the Council and his representatives may modify the Invitation to Tender by amendment. Any such amendment shall be numbered and dated and issued by the Council to all participating tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing its Tender return, the Council may in its sole discretion, extend the deadline for submission of the tender returns. The Council reserves the right to amend, withdraw, terminate or suspend all or any part of this procurement process at any time at its sole discretion.

2.14 Confidentiality

2.14.1 All information supplied by the Council in connection with or in these Tender Documents shall be regarded as confidential to the Council unless the information is already within the public domain or subject to the provisions of the Freedom of Information Act 2000.

2.14.2 The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.

2.14.3 Tenderers shall ensure that each and every sub-contractor, consortium member and/or professional advisor to whom it discloses these papers complies with the terms and conditions of this ITT.

2.14.4 The contents of this Invitation to Tender are being made available by the Council on condition that:

2.14.5 Tenderers shall at all times treat the contents of the Invitation to tender and any related documents as confidential, save in so far as they are already in the public domain and Tenderers shall not, subject to the provisions relating to professional advisors, sub-contractors or other persons detailed below, disclose, copy, reproduce, distribute or pass any of the contents of the Invitation to tender to any other person at any time or allow any of these things to happen;

2.14.6 Tenderers shall not use any of the information contained in this Invitation to tender for any purpose other than for the purposes of submitting (or deciding whether to submit) the tender; and

2.14.7 Tenderers shall not undertake any publicity activity within any section of the media.

2.14.8 Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:

- i) this is done for the sole purpose of enabling an Invitation to tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person were the Tenderer; or
- ii) the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or
- iii) the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or
- iv) the Tenderer is legally required to make such a disclosure.

.....(Continued)



Invitation to Tender - Stage 1 For Ditherington Flax Mill Maltings – Phase 1



2.0 INSTRUCTIONS TO TENDERERS (Continued)

2.14.9 The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

2.15 Transparency of Expenditure

2.15.1 Further to its obligations regarding transparency of expenditure, the Council may be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

2.16 Freedom of Information

2.16.1 Please note that under the provisions of the Freedom of Information Act 2000, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. One of the consequences of those new statutory responsibilities is that information about your organisation, which Shropshire Council may receive from you during this tendering process may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

2.16.2 In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the Act, Shropshire Council may consider it appropriate to ask you for your views as to the release of any information before we make a decision as to how to respond to a request. In dealing with requests for information under the Act, Shropshire Council has to comply with a strict timetable and it would therefore expect a timely response to any such consultation within five working days.

2.16.3 If, at any stage of this tendering process, you provide any information to Shropshire Council in the expectation that it will be held in confidence, then you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

2.16.4 Shropshire Council will not be able to accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.

2.16.5 In certain circumstances where information has not been provided in confidence, Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to Shropshire Council.

2.16.6 For guidance on this issue see: <http://www.ico.gov.uk>

2.17 Disqualification

2.17.1 The Council reserves the right to reject or disqualify a Tenderer's Tender submission where:

2.17.2 The tenderer fails to comply fully with the requirements of this Invitation to tender or is in breach of clause 15 of the Council's General Terms and Conditions relating to Bribery and Corruption or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or

.....(Continued)



Invitation to Tender - Stage 1 For Ditherington Flax Mill Maltings – Phase 1



2.0 INSTRUCTIONS TO TENDERERS (Continued)

- 2.17.3 The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.
- 2.17.4 The tenderer directly or indirectly canvasses any member, official or agent of the Council concerning the award of the contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other Tender or proposed Tender for the services. The Canvassing Certificate must be completed and returned as instructed.
- 2.17.5 The Tenderer :
- a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or
 - b) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or
 - c) Enters into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or
 - d) Offers or agrees to pay or give or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any Tender or proposed Tender for the services any act or omission.
- 2.17.6 Any disqualification will be without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract. The Non-Collusive Tendering Certificate must be completed and returned as instructed.
- 2.17.7 The Council reserves the right to disqualify an Applicant from further participating in this procurement process where there is a change in the control or financial stability of the Tenderer at any point in the process up to award of a contract and such change of control or financial stability has a materially adverse effect on the Tenderer's financial viability or ability to otherwise meet the requirements of the procurement process.
- 2.18 E-Procurement
- 2.18.1 As part of its procurement strategy Shropshire Council is committed to the use of technology that can improve the efficiency of procurement. Successful Tenderers may be required to send or receive documents electronically. This may include acknowledgements, invoices, payment advices, or other procurement documentation. These will normally be in the Council's standard formats, but may be varied under some circumstances so as not to disadvantage small and medium suppliers.
- 2.19 Award of Contract
- 2.19.1 The Award Criteria has been set out within the Stage 1 documentation accompanying this invitation to tender.
- 2.19.2 The Council is not bound to accept the lowest or any Tender.

.....(Continued)



Invitation to Tender - Stage 1 For Ditherington Flax Mill Maltings – Phase 1



2.0 INSTRUCTIONS TO TENDERERS (Continued)

- 2.19.3 The Council will publish the name and address of the successful Tenderer in the Official Journal of the European Union (OJEU) where appropriate. The Contracting Authority reserves the right to pass all information regarding the outcome of the Tendering process to the Office of Fair Trading to assist in the discharge of its duties. Additionally, the Council will adhere to the requirements of the Freedom of Information Act 2000 and Tenderers should note this statutory obligation.
- 2.19.4 Further to its obligations regarding transparency of expenditure, the Council may also be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.
- 2.20 Acceptance
- 2.20.1 Tenders must be submitted strictly in accordance with the terms of the Council's Invitation to Tender documentation and acceptance of the tender shall be conditional on compliance with this Tender Condition.
- 2.20.2 The Tender documentation including, the General and Special Terms and Conditions of Contract, the Tender Response document, these Instructions to Tender, together with the formal written acceptance by the Council will form a binding agreement between the Contractor and the Council.
- 2.21 Liability of Council
- 2.21.1 The Council does not bind himself to accept the lowest or any tender.
- 2.21.2 The Council does not accept any responsibility for any pre-tender representations made by or on its behalf or for any other assumptions that Tenderers may have drawn or will draw from any pre-tender discussions.
- 2.21.3 The Council shall not be liable to pay for any preparatory work or other work undertaken by the Tenderer for the purposes of, in connection with or incidental to this Invitation to Tender, or submission of its Tender response or any other communication between the Council and any other party as a consequence of the issue of this Invitation to Tender.
- 2.21.4 The Council shall not be liable for any costs or expenses incurred by any Tenderer in connection with the preparation of a Tender return for this procurement exercise, its participation in this procurement whether this procurement is completed, abandoned or suspended.
- 2.21.5 Whilst the Tender Documents have been prepared in good faith, they do not purport to be comprehensive nor to have been formally verified. Neither the Council nor any of its staff, agents, elected Members, or advisers accepts any liability or responsibility for the adequacy, accuracy or completeness of any information given, nor do they make any representation or given any warranty, express or implied, with respect to the Tender Documents or any matter on which either of these is based (including, without limitation, any financial details contained within the Tender Documentation).



Invitation to Tender - Stage 1 For Ditherington Flax Mill Maltings – Phase 1



3.0 PRELIMINARIES

**(see separate document entitled
'INVITATION TO TENDER – STAGE 1: PRELIMINARIES')**



Invitation to Tender - Stage 1 For Ditherington Flax Mill Maltings – Phase 1



4.0 NEC3 OPTION C FORM OF CONTRACT

(see separate document entitled
'INVITATION TO TENDER – STAGE 1: NEC3 FORM OF CONTRACT')



**Invitation to Tender - Stage 1
For Ditherington Flax Mill Maltings – Phase 1**



5.0 FORM OF TENDER



Invitation to Tender - Stage 1 For Ditherington Flax Mill Maltings – Phase 1



5.0 FORM OF TENDER

FORM OF TENDER

For

CONSTRUCTION

Of

DITHERINGTON FLAX MILL MALTINGS - PHASE 1

(Compliant Bid)

TO: **Shropshire Council**
Shirehall
Abbey Foregate
Shrewsbury
SY2 6ND

Dear Sirs

We confirm that this, our Stage 1 tender, represents an offer to Shropshire Council that if accepted in whole, or in part, will allow me/us to progress to Stage 2 of the tender process for the Ditherington Flax Mill Maltings Development & Restoration Project subject to the terms of the invitation to tender documentation.

My/our Stage 1 Submission comprises the following:-

A	Estimated Construction Cost (excluding Prelims, Overheads and Profit):	£	13,500,000
B	Pre-Construction Fees (Stages E-H):	£	_____
C	Contractors Preliminaries (Stages J-L):	£	_____
D	Overheads and Profit%	£	_____
		Total : £	_____
E	A Construction Programme of 94 Weeks from Date of Possession (commencing in mid August 2013 and completing by June 2015). *		
F	Indicate here the cost included in A above for providing a Parent Company Guarantee:	£	_____
G	* Contractor to insert weekly cost of pre-construction fees in the event that the start date is delayed	£	_____

.....(Continued)



Invitation to Tender - Stage 1 For Ditherington Flax Mill Maltings – Phase 1

5.0 FORM OF TENDER (Continued)

And I/We also undertake in the event of the Employer’s written acceptance of this Stage 1 Submission to proceed with the Second Stage Services.

And I/We agree that this Stage 1 Submission remains open for acceptance within a period of 3 months from this date.

And I/We understand that the Employer is not bound to accept this Stage 1 Submission or any other tender received.

And I/We understand that the Employer will not pay any costs in connection with the preparation of this Stage 1 Submission.

And I/We understand that this Stage 1 Submission may be accepted without obligation to the Employer to commit to a construction contract.

AS WITNESS my/our hand(s) this day of 2012.

Signature: Status.....

Signature: Status.....

Duly authorised to sign tenders on behalf of:

Address:

.....

.....

Telephone Nr:



Invitation to Tender - Stage 1 For Ditherington Flax Mill Maltings – Phase 1

5.0 FORM OF TENDER

FORM OF TENDER ALTERNATIVE

For

CONSTRUCTION

Of

DITHERINGTON FLAX MILL MALTINGS - PHASE 1

(Alternative Bid)

**TO: Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
SY2 6ND**

Dear Sirs

We confirm that this, our Stage 1 tender, represents an offer to Shropshire Council that if accepted in whole, or in part, will allow me/us to progress to Stage 2 of the tender process for the Ditherington Flax Mill Maltings Development & Restoration Project subject to the terms of the invitation to tender documentation.

My/our Stage 1 Submission comprises the following:-

A	Estimated Construction Cost (excluding Prelims, Overheads and Profit):	£	13,500,000
B	Pre-Construction Fees (Stages E-H):	£	_____
C	Contractors Preliminaries (Stages J-L):	£	_____
D	Overheads and Profit%	£	_____

Total :			£ _____
E	A Construction Programme of Weeks from Date of Possession (commencing.....and completing.....). *		
F	Indicate here the cost included in A above for providing a Parent Company Guarantee:	£	_____
G	* Contractor to insert weekly cost of pre-construction fees in the event that the start date is delayed	£	_____

.....(Continued)



Invitation to Tender - Stage 1 For Ditherington Flax Mill Maltings – Phase 1

FORM OF TENDER (Continued)

And I/We also undertake in the event of the Employer's written acceptance of this Stage 1 Submission to proceed with the Second Stage Services.

And I/We agree that this Stage 1 Submission remains open for acceptance within a period of 3 months from this date.

And I/We understand that the Employer is not bound to accept this Stage 1 Submission or any other tender received.

And I/We understand that the Employer will not pay any costs in connection with the preparation of this Stage 1 Submission.

And I/We understand that this Stage 1 Submission may be accepted without obligation to the Employer to commit to a construction contract.

AS WITNESS my/our hand(s) this day of 2012.

Signature: Status.....

Signature: Status.....

Duly authorised to sign tenders on behalf of:

Address:

.....

.....

Telephone Nr:



Invitation to Tender - Stage 1 For Ditherington Flax Mill Maltings – Phase 1



6.0 AWARD CRITERIA



Invitation to Tender - Stage 1 For Ditherington Flax Mill Maltings – Phase 1



6.0 AWARD CRITERIA

The following will be awarded to the pricing and qualitative elements of this Stage 1 tender:

Pricing Element (excluding works packages)	30%
TOTAL Pricing Element	30%
Qualitative Elements	
1. Key Challenges Capability	20 marks
2. Project Team Capability	15 marks
3. Project Controls, Communications and Quality Control	10 marks
4. Collaborative Working	15 marks
5. Contribution to Local Area	10 marks
6. Programme	20 marks
7. Site Management and Logistics	10 marks
8. Interview	0 marks
TOTAL Qualitative Elements	100 marks to be weighted to 70% of overall score

Confirmation of how the 30% Pricing element of the Tender will be scored:

The Contractor who submits the lowest Tender 'Mark-up' (total of pre-construction fees, preliminaries and lump sum for overheads & profit) subject to technical checks and review, will receive 30 marks.

The Contractor who submits the highest Tender 'Mark-up' (total of pre-construction fees, preliminaries and lump sum for overheads & profit), subject to technical checks and review will receive 10 marks.

Remaining Contractors will be scored as follows:-

$$\text{Contractors Score} = \frac{(\text{highest tender received 'Mark-up'}) - (\text{the contractors tender 'Mark-up'})}{\text{The difference between the highest 'Mark-up' and lowest 'Mark-up' received}}$$

$$\text{X20} = \frac{\text{Total added to lowest mark of 10}}{\text{Score}}$$

Examples are given below.

.....(Continued)



Invitation to Tender - Stage 1 For Ditherington Flax Mill Maltings – Phase 1



6.0 AWARD CRITERIA (Continued)

Example score 1 (LOWEST TENDER):

Say based on net estimated construction cost of:	£ 10,000,000
Pre-Construction fees say	£ 50,000
Contractors Preliminaries	£750,000
	<hr/>
Sub-Total	£ 10,800,000
Overheads & Profit say 2.5%	£ 270,000
	<hr/>
Total of Example Tender 1	<u>£ 11,070,000</u>

'Mark-up' for Example Tender 1 = £11,070,000 - £10,000,000 = **£1,070,000**.

Example score 2 (MIDDLE TENDER):

Say based on net estimated construction cost of:	£ 10,000,000
Pre-Construction fees say	£ 75,000
Contractors Preliminaries	£800,000
	<hr/>
Sub-Total	£ 10,875,000
Overheads & Profit say 4%	£ 435,000
	<hr/>
Total of Example Tender 2	<u>£ 11,310,000</u>

'Mark-up' for Example Tender 2 = £11,310,000 - £10,000,000 = **£1,310,000**.

Example score 3 (HIGHEST TENDER):

Say based on net estimated construction cost of:	£ 10,000,000
Pre-Construction fees say	£ 100,000
Contractors Preliminaries	£900,000
	<hr/>
Sub-Total	£ 11,000,000
Overheads & Profit say 5%	£ 550,000
	<hr/>
Total of Example Tender 3	<u>£ 11,550,000</u>

'Mark-up' for Example Tender 3 = £11,550,000 - £10,000,000 = **£1,550,000**.

The LOWEST tender receives 30 %.

The HIGHEST tender receives 10%

The MIDDLE tender receives the following by implementing the calculation below:

$(£1,550,000 - £1,310,000) = £240,000$ divided by $(£1,550,000 - £1,070,000) £480,000 = 0.5 \times 20 = 10$ added to lowest mark of 10 = **score of 20**

.....(Continued)



Invitation to Tender - Stage 1 For Ditherington Flax Mill Maltings – Phase 1



6.0 AWARD CRITERIA (Continued)

Quality Questions/ Scoring Scheme

Questions within the quality sections shown above will be scored using the following scoring scheme. Each answer from the questions identified below will be given a mark between 0 and 10, 0 and 15, 0 and 20 (depending on the maximum mark for each question) with the following meanings:

Assessment	Mark	Interpretation
Excellent	20 (marked out of 20) 15 (marked out of 15) 10 (marked out of 10)	Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.
	18 (marked out of 20) 13.5 (marked out of 15) 9 (marked out of 10)	
	Good	16 (marked out of 20) 12 (marked out of 15) 8 (marked out of 10)
14 (marked out of 20) 10.5 (marked out of 15) 7 (marked out of 10)		
Acceptable		12 (marked out of 20) 9 (marked out of 15) 6 (marked out of 10)
	10 (marked out of 20) 7.5 (marked out of 15) 5 (marked out of 10)	
	Minor Reservations	8 (marked out of 20) 6 (marked out of 15) 4 (marked out of 10)
6 (marked out of 20) 4.5 (marked out of 15) 3 (marked out of 10)		
Serious Reservations		4 (marked out of 20) 3 (marked out of 15) 2 (marked out of 10)
	2 (marked out of 20) 1.5 (marked out of 15) 1 (marked out of 10)	
	Unacceptable	0

The use of odd numbers indicates an answer's allocated mark lies between definitions.



**Invitation to Tender - Stage 1
For Ditherington Flax Mill Maltings – Phase 1**



7.0 PRICING NOTES



Invitation to Tender - Stage 1 For Ditherington Flax Mill Maltings – Phase 1



7.0 PRICING NOTES

7.1 Pricing Element – 30% Weighting

Criteria Guidance: Providers evaluation of construction on-costs relating to this project.

1. Provider to complete the Pricing Summaries in Sections 8.0 to 10.0.
2. The Tenderers Preliminaries shall be fully priced and particular attention is drawn to the following items which must be priced within 'Prelims Other' section:-
 - a. Scaffolding (note: scaffolding is currently being used on the site. The Tenderer must allow for all costs for the continual hire of this scaffolding. If however, the Tenderer considers the purchase of the existing scaffolding to be more beneficial then he shall allow for all costs to purchase the scaffolding and state this to be the case in his tender)
 - b. Access Equipment
 - c. Cranes / Lifting Equipment
 - d. Waste Disposal
 - e. Site Hoarding
 - f. Temporary Access Road
 - g. Site Specific Safety Equipment
 - h. Gateman (if required)

If any of the above items are considered work package specific, you should identify the quantity and rates within your accompanying notes. These may be added to Prelims Other costs for evaluation purposes.

3. Within Prelims Staff, the Tenderer shall enter details of ALL staff who will be involved on the project, including grade and anticipated hours. If the individual staff are deemed included within the Tenderers overhead %, the Tenderer shall show the grade and anticipated hours but enter 'o/h' within the '£ Rate' column.
4. The Tenderers Preliminaries shall allow for the anticipated programme of 94 Weeks, as follows:
 - The project team have assumed a construction period of 94 weeks with completion and occupation in **June 2013**.

If the Tenderer wishes to offer an alternative programme, this will only be considered if it accompanies a fully priced compliant bid.
5. The Stage 1 tender will be evaluated on the basis of the compliant 94 week programme, not the alternative.
6. Please identify and allow within Prelims Other for the following Employer Specific Requirements.
 - Site Office / Accommodation for Employer's representative (including telephone & broadband, desk and chair)
 - Meeting Room for 12 people (including table and chairs)
 - PPE for 12 people (hat, gloves, boots, hi-viz jacket, eye protection)
 - Site signage
 - M&E co-ordinator
 - Air testing to satisfy Building Regulations Part L

.....(Continued)



Invitation to Tender - Stage 1 For Ditherington Flax Mill Maltings – Phase 1



7.0 PRICING NOTES (Continued)

7. Tenderers pricing of the Preliminaries must be robust and reflect the level of management and supervision required for this project. Failure to price individual items may leave your tender liable for rejection. Where items have not been priced then these will be 'plugged' using the highest tendered figure taken from another tender.
8. Form of contract will be the NEC3 Engineering and Construction contract Option C (See Section 4.0). Insurances to be as stated in the Preliminaries under section A20.
9. The estimated construction cost (excluding Prelims, o/h &p) is provided for context and guidance only and will not form part of the evaluation.



**Invitation to Tender - Stage 1
For Ditherington Flax Mill Maltings – Phase 1**



8.0 QUALITATIVE QUESTIONS



Invitation to Tender - Stage 1 For Ditherington Flax Mill Maltings – Phase 1

8.0 QUALITATIVE QUESTIONS

The response to the following Quality Submission questions will command a 70% weighting of the overall submission. The marking of these responses will reflect the specific relevance to this project.

1. Capability to deal with the key challenges at Ditherington Flax Mill Maltings – 20 marks of Quality Score

Criteria Guidance

How your organisation has applied experience gained on other relevant projects in identifying and dealing with key challenges to this project.

Q1.1 Ditherington Flax Mill Maltings is a high profile regionally and nationally important regeneration project. The works include the conservation, repair, strengthening, re-fenestration, upgrading and fit-out, of Grade I, II* and II listed industrial buildings and their landscape, situated within a conservation area.

Identify the key challenges on this project and demonstrate how you will utilise specific previous experience to successfully deliver this project. (20 Marks)

2. Project Team Capability – 15 marks of Quality Score

Criteria Guidance

Confirmation of the suitability and availability of the proposed team to successfully deliver and add value to this project.

Q2.1 Confirm details of your proposed team, with title/roles and personal qualifications, key skills they bring to this project, their relevant experience with reference to the key challenges that you have identified. Demonstrate how availability and continuity of approach and key personnel will be maintained throughout the duration of this project. Provide a team structure diagram to describe chains of responsibility, command and communication. (15 Marks)

3. Project Controls, Communication and Quality Control – 10 marks of Quality Score

Criteria Guidance

The suitability of project information management processes, systems and controls.

Q3.1 The management of project information and requests for information is fundamental to the risk management strategy and successful programming, especially on a repair and refurbishment project with phasing and complex funding strategies.

Provide an outline method statement, illustrating the processes that you will use to manage these risks in relation to the provisions of the proposed procurement. (5 Marks)

Q3.2 Construction methods required for Grade I and II*- listed buildings situated within a Conservation Area and for sustainable low-impact construction techniques will require a particular focus on quality control and supply chain selection and management.

Identify the key quality control issues that will affect this project, and how you will be managing them to ensure quality and sustainability requirements are met. (5 Marks)

.....(Continued)



Invitation to Tender - Stage 1 For Ditherington Flax Mill Maltings – Phase 1



8.0 QUALITATIVE QUESTIONS (Continued)

4. Collaborative Working – 15 marks of Quality Score

Criteria Guidance

The promotion of collaborative working and a partnering ethos.

Q4.1 Collaborative working is seen as a key aspect for the successful delivery of this project.

Demonstrate how you will work collaboratively on this project considering format, timing and accuracy, and maintain an open book approach to cost control. This is particularly important given the number of project funders and project partners and their specific requirements. Identify the key elements relating to collaborative working on this project to ensure that it is delivered to the required quality and within strict programme and budget constraints, demonstrating clear audit trails and best value. (12 Marks)

Criteria Guidance

Project profile and maintaining good public relations

Q4.2 As a high profile project the contractor will be an important public face for the Ditherington Flax Mill Maltings project during construction stages. The key stakeholders are very keen to ensure that good public relations are maintained at all times and that site neighbours and the wider community are engaged with, and affected as little as possible by the construction process.

Over and above the contractual requirements how will your organisation ensure that good public relations are maintained. Identify key measures that would be taken to ensure that this would be the case. (3 Marks)

5. Contribution to the Social Impact of this Project to the Local Area (Training, Economy, Education) 10 marks

Criteria Guidance

As a major heritage regeneration project Heritage Lottery Fund will expect to see evidence of a positive effect on the economic well-being on the local area. We would like to know how you will help to provide social benefits and contribute to the improved economy of the local area.

Q5.1 One of the key objectives of the Heritage Lottery Fund is to promote learning and participation, there is therefore a strong focus within the project on training opportunities. These should include formal qualifications such as apprenticeships and the internal training programmes that the contractor is already involved with, as well as professional development opportunities for the design team, locally interested professionals, such as the Shropshire Building Excellence group and ICE. A list of required deliverables in relation to training is included with the Stage 1 tender documents.

Please demonstrate what your strategy would be to implement the required deliverables. (5 marks)

Q5.2 One of the key partners on this project is The Friends of Ditherington Flax Mill Maltings who will be delivering many of the community and education outputs. They will require access to the site and buildings, and contractor assistance for a number of events and activities that will take place during the construction phase, mainly at weekends and evening – see list included with the Stage 1 tender documents as above.

Please confirm how you will deliver the list of activities and evidence how robust your strategy is by reference to previous projects you have delivered. (5 marks)

.....(Continued)



Invitation to Tender - Stage 1 For Ditherington Flax Mill Maltings – Phase 1



8.0 QUALITATIVE QUESTIONS (Continued)

6. Consideration of Programme Issues – 20 marks of Quality Score

Criteria Guidance

Consideration of the overall sequence of works for the project in order to deliver specific funding requirements and to complete the project on site by June 2015.

Q6.1 As a requirement of the tender documents contractors must produce an outline programme of works for this project, supported by associated commentary and method statements to identify as necessary critical activities, lead-in and mobilisation periods, sequencing of activities and any requirement for abnormal working practices to achieve the programmed completion date. The programme and method statements should demonstrate the robustness and viability of your proposals. (20 Marks)

7. Site Management and Logistics – 10 marks of Quality Score

Criteria Guidance

Consideration of effective site access, management, logistics and security

Q7.1 Contractors are required to provide indicative layouts and proposals for provision of site access, compounds, security including local issues and constraints, and also identify key buildability and health & safety issues. (10 Marks)

8. Interview – 0 marks of Quality Score

Contractors will be interviewed to clarify their Stage 1 tender submission. Interviews will not be scored but the interview panel may moderate those scores awarded for the qualitative element of their bid.

Agenda for interviews to be held at Shropshire Council on 18th December 2012 (times to be confirmed)

Interview to be a maximum of 45 minutes

The interview should be, at a minimum, attended by the Director in charge and Project Manager(s) for the Pre-Construction and Construction stages. A maximum of 4 attendees given the limited time.

Agenda

Introductions

Presentation by the Contractor – 25 minutes

- Contractor to clarify and discuss his Stage 1 tender submission only.

Questions from the interview panels – 15 minutes

- Any further clarifications required on the Contractors Stage 1 tender submission.

Interview Close



**Invitation to Tender - Stage 1
For Ditherington Flax Mill Maltings – Phase 1**



9.0 PRICING SUMMARY



Invitation to Tender - Stage 1 For Ditherington Flax Mill Maltings – Phase 1



9.0 PRICING SUMMARY

The Tenderer to complete the table below to give an indicative level of total construction costs required for this construction project.

	£	
Estimated Construction Cost (excluding Prelims, Overheads and Profit):	13,500,000	A
Pre-Construction Fees (Stages E-H):	[Enter Total]	B
Contractors Preliminaries (Stages J-L)	Staff [n/a]	C
	Other [n/a]	D
Sub-Total	<hr/> A+B+C+D	E
Overhead and Profit at [Enter amount] %	[Enter Total]	F
	<hr/> E+F	



**Invitation to Tender - Stage 1
For Ditherington Flax Mill Maltings – Phase 1**

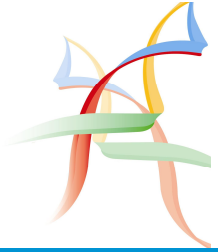


10.0 PRE CONSTRUCTION FEES



**Invitation to Tender - Stage 1
For Ditherington Flax Mill Maltings – Phase 1**

11.0 PRELIMINARIES PRICING DOCUMENT



Invitation to Tender - Stage 1 For Ditherington Flax Mill Maltings – Phase 1

11.0 PRELIMINARIES PRICING DOCUMENT (Continued)

PROJECT SPECIFIC PRELIMINARIES - STAFF, MANAGEMENT & SUPERVISION: GUIDANCE

Within this worksheet (Prelims - Staff) please provide:-

A Breakdown of staff who will input into the pre-construction work and a total cost for staff time for this activity.

Please insert additional weeks and rows as appropriate.

ONLY record staff deployment below if the staff are directly involved in the delivery of the project

PROJECT STAGE / STAFF TYPE

STAGE J-L	Wk - 1	Wk - 2	Wk - 3	Wk - 4	Wk - 5	Wk - 6	Wk - 7	Wk - 8	Wk - 9	Wk - 10	Wk - 11	Wk - 12	Wk - 13	Wk - 14	Wk - 15	Wk - 16	Wk - 17	Wk - 18	Total Hrs	Rate /Hr £	Total Cost £
Construction Manager																					
Commercial Manager																					
Contracts Manager																					
Site Manager																					
Sub Agent																					
General Foreman																					
Section / Trade Foreman																					
M&E Coordinator																					
Senior Engineer																					
Engineer																					
Junior Engineer																					
Welfare Safety Officer																					
Planner																					
Senior Quantity Surveyor																					



Invitation to Tender - Stage 1 For Ditherington Flax Mill Maltings – Phase 1



11.0 PRELIMINARIES PRICING DOCUMENT (Continued)

PROJECT SPECIFIC PRELIMINARIES - ALL OTHER PRELIMINARY ITEMS:

GUIDANCE

Within this worksheet (Prelims - Other) please provide:

Within Section (i) - a summary of preliminaries within the sub heading categories which reconciles to the data in section (ii)

Within Section (ii) - a breakdown of costs within each of the subheadings

SECTION (i)

SUMMARY OF PROJECT PRELIMINARIES - OTHER

Stage J-L

£

Site Accommodation

Services & Facilities

Plant & Tools

Temporary Works & Scaffolding

Temporary Facilities & Services

Insurances, Fees & Bonds

Cleaning & Rubbish Disposal

Security, safety & sundries

Protection & Hoarding

Other Items

TOTAL TO SECTION : OVERALL PRICING SUMMARY £

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Invitation to Tender - Stage 1 For Ditherington Flax Mill Maltings – Phase 1



11.0 PRELIMINARIES PRICING DOCUMENT (Continued)

SECTION (ii)

Site Accommodation

Detail	Fixed or Time Related (F or T)	Rate £'s	Stage J-L			
			Start	Finish	Duration (weeks)	£
Offices/Office Equipment						
Stores/Huts						
Canteen						
Sanitary Facilities						
Site Compound						
On Site Laboratory						
Site Staff Accommodation (if appl)						
Welfare & First Aid						
Drying Facilities						
Business Rates (if applicable)						
Transport/Erect/Dismantle Site						
Add other items as req						
To Summary of Project Preliminaries - Other						

Notes and assumptions - Site Accommodation.....



Invitation to Tender - Stage 1 For Ditherington Flax Mill Maltings – Phase 1

11.0 PRELIMINARIES PRICING DOCUMENT (Continued)

Services & Facilities

Detail	Fixed or Time Related (F or T)	Rate £'s	Stage J-L			£
			Start	Finish	Duration (weeks)	
Site Office Operating Expenses						
Postage						
Photocopier Costs (if appl)						
Add other items as req						

To Summary of Project Preliminaries - Other

Notes and assumptions - Services & Facilities.....



Invitation to Tender - Stage 1 For Ditherington Flax Mill Maltings – Phase 1

11.0 PRELIMINARIES PRICING DOCUMENT (Continued)

Temporary Works & Scaffolding

Detail	Fixed or Time Related (F or T)	Rate £'s	Stage J-L			£
			Start	Finish	Duration (weeks)	
Scaffolding & Guard Rails						
Temporary Fencing						
Temporary Propping						
Temporary Roads						
Road Improvement/Repair						
Temporary Walkways						
Temporary Drainage						
Temporary Works Design/Check						
Hardstanding to compounds						
Add other items as req						

To Summary of Project Preliminaries - Other

Notes and assumptions - Temporary Works & Scaffolding.....



Invitation to Tender - Stage 1 For Ditherington Flax Mill Maltings – Phase 1

11.0 PRELIMINARIES PRICING DOCUMENT (Continued)

Temporary Facilities & Services

Detail	Fixed or Time Related (F or T)	Rate £'s	Stage J-L			£
			Start	Finish	Duration (weeks)	
Water-Connect/Install/Remove						
Water-Consumption						
Electric-Connect/Install/Remove						
Electric -Consumption						
Telephone-Connect/Install/Remove						
Telephone-Usage						
Data Lines-connect/install/remove						
Data Lines-usage						
Add other items as req						

To Summary of Project Preliminaries - Other

Notes and assumptions - Temporary Services & Facilities.....



Invitation to Tender - Stage 1 For Ditherington Flax Mill Maltings – Phase 1



11.0 PRELIMINARIES PRICING DOCUMENT (Continued)

Insurances, Fees & Bonds

Detail	Fixed or Time Related (F or T)	Rate £'s	Stage J-L			£
			Start	Finish	Duration (weeks)	
Insurance - All Risks						
Insurance - PI Cover						
Construction Performance Bond						
Defects Performance Bond						
Warranties						
Add other items as req						

To Summary of Project Preliminaries - Other

Notes and assumptions - Insurances, Fees & Bonds.....



Invitation to Tender - Stage 1 For Ditherington Flax Mill Maltings – Phase 1

11.0 PRELIMINARIES PRICING DOCUMENT (Continued)

Cleaning & Rubbish Disposal

Detail	Fixed or Time Related (F or T)	Rate £'s	Stage J-L			£
			Start	Finish	Duration (weeks)	
Skips						
Construction Phase cleaning						
Road Cleaning						
Wheel wash						
Final clean						
Add other items as req						

To Summary of Project Preliminaries - Other

Notes and assumptions - Cleaning & Rubbish Disposal.....



Invitation to Tender - Stage 1 For Ditherington Flax Mill Maltings – Phase 1

11.0 PRELIMINARIES PRICING DOCUMENT (Continued)

Protection & Hoarding

Detail	Fixed or Time Related (F or T)	Rate £'s	Stage J-L			£
			Start	Finish	Duration (weeks)	
General Protection						
Specific Protection						
Site hoarding inc painting/lighting						
Sign Boards						
Directional, safety & info signage						
Tree Protection						
Add other items as req						

To Summary of Project Preliminaries - Other

Notes and assumptions - Security, safety & sundries.....



Invitation to Tender - Stage 1 For Ditherington Flax Mill Maltings – Phase 1



11.0 PRELIMINARIES PRICING DOCUMENT (Continued)

Other Items

Detail	Fixed or Time Related (F or T)	Rate £'s	Stage J-L			£
			Start	Finish	Duration (weeks)	
Training and Apprenticeships						
Considerate Constructors Scheme						
Air pressure test						
Add other items as required						

To Summary of Project Preliminaries - Other

Notes and assumptions - Other Items.....



Invitation to Tender - Stage 1 For Ditherington Flax Mill Maltings – Phase 1



Appendices - See Contents page for list of documents provided on the CD



Wates Group Ltd
Wates House
Quinton Business Park
Quinton
Birmingham
B32 1AF
FAO John Maguire, Business Development Manager

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
SY2 6ND

Date: 21 January 2013

Dear Sirs

BMN 001 - THE DITHERINGTON FLAX MILLS DEVELOPMENT AND RESTORATION PROJECT

SUBJECT TO CONTRACT

This is an Award Decision Notice pursuant to Regulation 32 of The Public Contracts Regulations 2006 (the "Regulations").

We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer for the above requirement.

However, this letter is not, at this stage, a communication of Shropshire Council's formal acceptance of your offer. A mandatory "standstill" period is now in force pursuant to Regulation 32A of the Regulations; this period will end at midnight on 31 January 2013.

Subject to Shropshire Council receiving no notice during the standstill period of any intention to legally challenge the award process, the Council aims to conclude the award of the contract after the expiry of the standstill period. The initial award will be in the form of a preconstruction agreement with a defined scope of requirements with the full award subject to full external funding approval.

The award criteria for this contract was set out in full in Invitation to Tender with price accounting for 30% and quality for 70% of the total marks.

Criteria	Your Score	Your Weighted Score	Your Rank (out of 6 tenderers)
Price (out of 30 marks)	13.99	13.99	5
Quality (out of 100 marks)	88	61.60	1
Overall		75.59	1

Please find details of the marks allocated to you for Quality:

			WATES	
Section 8.0	Contract Specific Questions	Max Marks Available	Total Marks	Mark Rationale & Characteristics
70% / 100 max marks				
1. Key Challenges Capability				
1.1	Key challenges and ability to successfully deliver	20	18	Excellent examples, challenges clearly set-out. Project specific. Failed to raise bio-diversity as a key challenge.
2. Project Team Capability				
2.1	Proposed team to successfully deliver and add value	15	13.5	Good experience of heritage sites (high value experience within team). Additional peer group. Commitment of availability and continuity of team members. Robust resource allowance allocated.
3. Project Controls, Comms and Quality				
3.1	Project information mgt processes	5	4	Upfront and collaborative. Forward looking and proactive. Dedicated team member for information mgt.
3.2	Quality Control and Sustainability requirements	5	4	Targeted to project. Detailed. Could have developed sustainability as some other submissions have. Robust resource allowance allocated.
4. Collaborative Working				
4.1	Promotion of collaborative working and partnering ethos	12	11	Good procedures in place. Proactive approach, evidenced, robust. Good breakdown for funders. Strong evidencing in interview.
4.2	Project profile and maintain good public relations	3	2.5	Good ideas, good comms plan. Proactive approach.
5. Contribution to Local Area				
5.1	Strategy to implement learning and participation deliverables	5	4	Comprehensive answer.
5.2	Strategy to deliver activities related to The Friends of Ditherington Flaxmill	5	4	Demonstrated added value and commitment to community working.
6. Programme				
6.1	Programme and Method Statements	20	18	Detailed analysis of programme reflecting key issues of project. All buildings considered. Demonstrated robustness of proposals. Innovate temporary works proposals which mitigated live construction loads on the existing building.
7. Site Mgt and Logistics				
7.1	Consideration of effective site access, mgt, logistics and security	10	9	Very detailed analysis of logistics and impact on site. Site security and local community well considered. Wider view taken
Total Quality Score			88.00	
RANK			1	

We will be in touch with you again at the end of the standstill period.

Yours faithfully

Steve Law
Strategic Asset Manager
Shropshire Council

Andy Evans
Group Manager Business Growth & Prosperity
Shropshire Council