



Instructions for Tendering

Contract reference : DMNV015

Contract title : Architectural services in relation to masterplanning and delivery of a first phase of re-development at Smithfield Riverside, Shrewsbury

Contents

SECTION A: Introduction	3
1 Note to interested parties	3
2 Background	3
3 Indicative timetable	3
4 Return details	4
5 Evaluation.....	4
SECTION B: Procurement Process	5
6 ITT documents	5
7 Process	5
8 Draft Contract.....	6
9 Tenderers Information Event	7
10 Clarification meetings	7
11 Notification of outcome	8
SECTION C: Important Notices	9
12 Changes to RPQ response	9
13 Value of the contract	9
14 Tender preparation and costs.....	10
15 Variant bids	10
16 Other notices	10
17 Transparency of expenditure	10
18 Payment terms	11
SECTION D: Tender Instructions and Requirements	12
19 Clarifications and enquiries	12
20 Tender submission requirement.....	13
21 Signatures	15
22 Consortia arrangements.....	15
SECTION E: Tender evaluation.....	16
23 Evaluation overview	16
24 Initial compliance review	16
25 Fees and Method Statements evaluation	16
Appendix 1 Fees and Method Statements.....	22
Appendix 2 Certificates.....	32
Part 1: Form of Tender	32

SECTION A: Introduction

1 Note to interested parties

- 1.1 On 27 January 2023, a Contract Notice was published on the HM Government find-a-tender electronic portal by the Council inviting expressions of interest in the procurement of the appointment of an architect and/or lead design consultant as masterplanner for the overall Smithfield Riverside Development, as well as lead designer of two new developments to be constructed:

1.1.1 a new leisure led redevelopment of Pride Hill shopping centre; and

1.1.2 a new Multi-Agency Hub,

which will be constructed as part of an initial phase of re-development at Smithfield Riverside, Shrewsbury, along with associated landscape design.

- 1.2 The Council is issuing these Instructions for Tendering (“ITT”) to the Applicants who have been shortlisted from the pre-qualification stage and who are hereby invited to submit a tender (the “Tenderers”). The issuing of this ITT signifies the commencement of the tender stage of this Procurement Exercise.
- 1.3 The purpose of this ITT is to request Tenderers to submit a Tender with a view to identifying the Most Economically Advantageous Tender which best meets the Council’s requirements.
- 1.4 Prior to submitting a Tender, Tenderers should satisfy themselves that they are able to commence the provision of the Services at the commencement of the Contract. It is provisionally anticipated that this commencement will be in early June 2023 in accordance with the indicative timetable below.

2 Background

- 2.1 Tenderers should review the Project Overview issued at the commencement of the pre-qualification stage of this Procurement Exercise, which provides background information in relation to the Council’s Smithfield Riverside Development and an overview of the brief for the appointed Consultant.

3 Indicative timetable

- 3.1 The indicative timetable for this Procurement Exercise is set out below. This is intended as a guide and whilst the Council does not intend to depart from the timetable, it reserves the right to do so at any time.

STAGE	DATE(S)
Stage 1: Pre-qualification stage	
Issue of Contract Notice and RPQ	Friday 27 th January 2023
Deadline for RPQ clarification questions	17:00 Friday 24 th February 2023
Deadline for return of completed RPQ response	17:00 Friday 3 rd March 2023
Stage 2: Tender stage	
Issue of Instructions for Tendering (“ITT”)	Tuesday 21 st March 2023

Tenderer's Information Event (prov)	Thursday 30 th March 2023
Deadline for ITT clarification questions	17:00 Friday 14 th April 2023
Deadline for return of completed ITT response	12:00 Noon Friday 21 st April 2023
Clarification interview	w/c 8 th May 2023
Intention to Award Notice	Monday 22 nd May 2023
Contract commencement	Monday 5 th June 2023

4 Return details

- 4.1 Tenders must be returned using the Portal. Tenderers are referred to Section B, paragraph 21 of the RPQ for further information regarding the Portal.
- 4.2 The deadline for receipt of tenders is Friday 21st April 2023 at 12:00 Noon.

5 Evaluation

- 5.1 Tenders will be evaluated in line with the tender evaluation methodology set out in Section E of this ITT.

SECTION B: Procurement Process

6 ITT documents

6.1 For the purposes of this Procurement Exercise, the following documents have been made fully available via the Portal at the point of issuing this ITT:

6.1.1 Instructions for Tendering/ITT (this document); and

6.1.2 draft Contract including the following documents which, for the purposes of this Procurement Exercise, are uploaded as separate standalone documents:

(a) Schedule 2 (Services), the schedule of Services setting out the services required under the Contract including:

(i) Architect Scope;

(ii) Landscaping Scope;

(iii) Principal Designer Scope;

(iv) Client Briefs (setting out specific requirements for each component for the Services); and

(v) Service Matrix (setting out requirements of the Consultant against each RIBA stage);

(b) Appendix 1 (Project Programme) setting out the delivery timescales and milestones for the Services; and

(c) Appendix 2 (Project Overview),

together, the “Procurement Documents”.

6.2 The Council may, at any time during the Procurement Exercise, issue via the Portal:

6.2.1 any amendments or modifications to the Procurement Documents; or

6.2.2 any additional supporting documents associated with this Procurement Exercise,

as may be necessary. Such amendments/further documents will be issued to all Tenderers simultaneously and all ITT responses will be assumed to have taken account of any such amendments/further documents.

7 Process

7.1 This ITT is issued to the Tenderers who have been shortlisted from the pre-qualification stage and who are hereby invited to submit a Tender. Tenders are to be submitted in accordance with the instructions outlined at Section D of this ITT.

7.2 Tenderers are advised to read the Procurement Documents 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. Every Tender received by the Council shall be deemed to have been made subject to the terms set out in this ITT. Tenderers are

advised that in the event of their Tender being accepted by the Council, they will be required to undertake the required Services (as defined in the draft Contract and as more particularly described in the schedule of Services issued alongside this ITT and the draft Contract) in accordance with the terms of this ITT and the draft Contract, unless the Council expressly agrees in writing to the contrary.

- 7.3 The Procurement Documents are issued on the basis that nothing contained in them 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/contractual arrangement.
- 7.4 The Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement.
- 7.5 The Council reserves the right to, in its absolute discretion, at any time:
 - 7.5.1 to amend or add to its requirements relating to the submission of ITT responses and/or in relation to the opportunity generally;
 - 7.5.2 to require a Tenderer and/or its Consortium members to clarify their submission in writing and/or provide additional information (failure to respond adequately may result in a Tenderer being disqualified);
 - 7.5.3 to reject ITT responses which are late and/or incomplete and/or do not comply with the requirements of the Procurement Documents;
 - 7.5.4 to disqualify any Tenderer who guilty of serious/material or intentional or reckless misrepresentation in relation to its ITT response and/or the procurement process;
 - 7.5.5 to extend or vary the procurement timetable or procurement process including to introduce further stages into the process;
 - 7.5.6 to discontinue the procurement and not to award or enter into any contract.
- 7.6 The disqualification of any Tenderer 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.
- 7.7 The Council reserves the right to disqualify a Tenderer from further participating in this Procurement Exercise where there is a change in the control or financial stability of the Tenderer at any point in the process up to Contract Award 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.
- 7.8 Similarly, the Council may disqualify a Tenderer from further participation in this Procurement Exercise if there is a change in the control of the Tenderer at any point in the Procurement Exercise up to entering into the contract, provided that the Council reasonably considers that such change of control has a materially adverse effect on the Tenderer's financial viability or ability otherwise to meet the requirements of the Council.

8 Draft Contract

- 8.1 By submitting a Tender (and by signing the required Form of Tender Certificate at Appendix 2 of this ITT), Tenderers are agreeing to:
- 8.1.1 be bound by the terms of this ITT and the draft Contract without further negotiation or amendment; and
 - 8.1.2 provide the Services in accordance with the draft Contract and the schedule of Services.
- 8.2 If Tenderers are unable to accept any of the terms and conditions, the Tenderer must submit a clarification setting out the Tenderer's proposed amendment to the draft Contract and the reason for the change prior to the submission of a Tender. The Council will consider whether any amendment to the draft Contract is required. Any amendments that are agreed shall be published through the Portal and shall apply to all Tenderers.
- 8.3 Any amendments which are proposed, but not approved by the Council through this Procurement Exercise, will not be acceptable and may be construed as a rejection of the terms of the draft Contract for which the Tenderer will be disqualified. No amendments to the draft Contract are permissible following receipt of Tenders.
- 8.4 Material amendments to the draft Contract following submission of Tenders will not be acceptable. The Council does not undertake to accept any amendment to the draft Contract.

9 Tenderers Information Event

- 9.1 Tenderers should note that the Council may hold an information event on Thursday 30th March 2023 ("Tenderers Information Event") which will give Tenderers an opportunity to obtain further information about the Procurement Exercise/opportunity and allow the Council to respond to initial general clarification queries. The Council will hold the Tenderers Information Event where it feels, in its discretion, that clarification questions raised up to that point demonstrate that it would be useful for Tenderers to receive further explanation in respect to aspects of the Procurement Documents. Following the Tenderers Information Event the Council will collate the questions answered during the event and will publish a summary of the responses no later than 12 noon on Monday 3rd April 2023.

10 Clarification meetings

- 10.1 Once Tenders have been received, they will be evaluated in accordance with the evaluation methodology set out in Section E. Scores awarded by the evaluation panel will then be moderated by the Council.
- 10.2 The Council may issue clarification questions to Tenderers to clarify an element of a Tender received or, as set out in paragraph 10.3 below, hold further meetings with Tenderers to clarify the Tender received. Information submitted by a Tenderer in response to such clarifications will be taken into account when evaluating a Tenderer's Tender.
- 10.3 Following initial evaluation of the Tenders received, the Council will rank Tenders in order of the total overall score achieved. The 3 highest scoring Tenderers will be asked to attend a clarification meeting with the Council and its professional advisors. If the Tenderers ranking 3rd and 4th have a scoring difference of two percent (2%) or less, the Council reserves the right to invite the 4th highest scoring Tenderer.

- 10.4 Clarification meetings held pursuant to this paragraph 10 are not an opportunity for Tenderers to share new information or give a presentation. The purpose of these meetings is to allow the Council to clarify any questions it may have in relation to the Tenders.
- 10.5 Responses given during a clarification meeting may impact the final score awarded by the Council in respect of a Tenderer's response to a question in Part 2 (Method Statements). It is unlikely that responses during a clarification meeting would have any effect on the final score awarded by the Council in respect of a Tenderer's response to a question in Part 1 (Fees).
- 10.6 Following clarification questions that are asked via the Portal and/or clarification meetings, the Council will hold a second moderation meeting to consider whether any response to a clarification has impacted the original scores given for each question (either positively or negatively). Following this consideration final scores for each Tenderer will be agreed upon to determine the highest scoring Tenderer.

11 Notification of outcome

- 11.1 Contract Award is subject to the formal approval process of the Council. Until all necessary approvals are obtained and the standstill period successfully completed, no contractual documents will be entered into.
- 11.2 Once the Council has reached a decision in respect of a Contract Award, it will notify all Tenderers of that decision and provide for a standstill period in accordance with the Public Contract Regulations 2015 (the "2015 Regulations") before entering into any contractual documents.
- 11.3 Each Tenderer agrees that if the Council decides to accept their Tender and notifies the Tenderer of this in writing, the Tenderer shall execute the required contractual documents within 30 days of being asked to do so by the Council.
- 11.4 The Council will publish the name and address of the successful Tenderer using the Find a Tender website. The Council 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.
- 11.5 The Council may require the assignment or grant of a royalty free non-exclusive licence of all intellectual property relating to or in connection with the Successful Tenderer's Tender.

SECTION C: Important Notices

12 Changes to RPQ response

- 12.1 The Council reserves the right to return to any matters raised in the RPQ as part of the tender stage, where circumstances have changed in some material respect.
- 12.2 The Council is relying on the information provided by Tenderers in their RPQ responses. Tenderers (or, in the case of Consortiums, the Lead Tenderer) must keep the Council informed of any changes and developments that affect their legal/regulatory standing, economic and financial standing and/or technical ability and experience as submitted at the pre-qualification stage. In the case of Tenders submitted by a Consortium, this requirement also applies to each Consortium member.
- 12.3 The Council reserves the right to keep these matters under review and to exclude any Tenderer from further participation in the Procurement Exercise where any such change adversely affects a Tenderer's suitability as evaluated against the RPQ evaluation criteria (as set out in Section D of the RPQ).
- 12.4 Tenderers are reminded that evidence of financial and economic standing may be required at any time during the Procurement Exercise and the Council reserves the right to require Tenderers to re-submit a RPQ if there is any material change in their financial status and/or economic standing, so as to ensure that Tenderers continue to meet the Minimum Standards.
- 12.5 The Council reserves the right to return to any matters raised in the RPQ where circumstances have changed in some material respect.

13 Value of the contract

- 13.1 Tenderers should note that:
 - 13.1.1 the actual value of the Contract is/will be based on the fee proposals given by Tenderers as part of their Tender; and
 - 13.1.2 the Council cannot give any guarantee in relation to the value of this Contract, as the project is reliant on ensuring the projected project outputs meet the Council's affordability and qualitative objectives which will be reviewed on an on-going basis which includes the Full Business Case being approved and planning permission(s) being granted.
- 13.2 The Council has currently approved budgets to progress the Pride Hill redevelopment ("PH") and Multi-Agency Hub ("MAH") up to the point of planning (anticipated at the end of RIBA Stage 3). Further funding approval will be required at that stage as part of the Full Business Case and services beyond Stage 3 will be conditional upon this.
- 13.3 Tenderers should note that the draft Contract provides for the Council to suspend and/or terminate the appointment at any stage including termination 'at will' subject to one months' notice.
- 13.4 The Council reserves the right to adjust the schedule of Services and timing of the Services to reflect available funding (including but not limited to suspension of the Services under the Contract for up to six (6) months).

14 Tender preparation and costs

- 14.1 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 Procurement Documents or otherwise) is supplied only for general guidance in the preparation of Tenders.
- 14.2 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.
- 14.3 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 Services.
- 14.4 The Council will not be liable for any costs incurred by Tenderers in the preparation or presentation of their Tender up to and including Contract signature, should the Tenderer be successful.
- 14.5 It shall be the Tenderer's responsibility to ensure that all calculations and prices in their Tender are correct at the time of submission.
- 14.6 The Tenderer is deemed to have made itself acquainted with the Council's requirements and Procurement Documentation accordingly. Should the Tenderer be in any doubt regarding the true meaning and intent of any element of the Procurement Documents it is invited to have these fully resolved before submitting their Tender. The Council will not be liable for any loss or expense involved as a result of any misunderstanding arising from any failure to comply with this requirement.
- 14.7 Any error or discrepancy identified by the Council in a Tender shall be drawn to the attention of the relevant Tenderer who will be given the opportunity to correct, confirm or withdraw their Tender.

15 Variant bids

- 15.1 The Council will not accept variant bids. Any Tender that assumes variations to any of the Procurement Documents or their contents, evaluation criteria or eventual Contract Award will be rejected.

16 Other notices

- 16.1 Tenderers are referred to paragraphs 12 (Confidentiality), 13 (Freedom of information and Environmental Information Regulations), 14 (Conflicts of interest), 15 (Canvassing), 16 (Non-collusion), 17 (Liability of the Council) and 19 (Council's right to reject, disqualify and discontinue) of Section B of the RPQ, all of which apply to the tender stage of this Procurement Exercise.

17 Transparency of expenditure

- 17.1 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 2000 to be determined at the absolute discretion of the Council.

18 Payment terms

- 18.1 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.

SECTION D: Tender Instructions and Requirements

19 Clarifications and enquiries

- 19.1 This ITT, together with the wider Procurement Documents and all other data made available via the Portal, provide Tenderers with the information required for preparation of a Tender.
- 19.2 Tenderers may submit questions and requests for clarification or further information via the Portal to arrive no later than 17:00 on Friday 14th April 2023. The Council may not respond to questions received after this date.
- 19.3 Tenderers should note the following procedure for seeking clarification:
- 19.3.1 Tenderers must address their questions and requests for clarification or further information using the Portal. The Council will, so far as is practicable, respond using the Portal. Any questions/requests for clarification or further information received via any other medium (i.e. via email) will not be considered and no response will be given.
- 19.3.2 If such question or request for clarification is made by the Tenderer after the deadline given above, the Council may, at its own discretion, respond to the Tenderer and provide such Tenderer with any additional information to which the Council has access, but the Council shall not be obliged to comply with any such request and does not accept any liability or responsibility for failure to provide any such information.
- 19.3.3 The basic starting point for the Council in respect of the sharing of information is that all questions and requests for clarification or further information, and the corresponding responses, will be circulated to all Tenderers.
- 19.3.4 Therefore, should Tenderers wish to avoid such disclosure (for example, on the basis that the request or response contains commercially confidential information or may give another Tenderer a commercial advantage) the request for information/question (including the subject line) must be clearly marked **“Confidential - not to be circulated to other Tenderers”** and the Tenderer must set out the reason(s) for the request for non-disclosure to other Tenderers, which the Council will then consider.
- 19.3.5 If the Council considers that, in the interests of transparency and open and fair competition, it is unable to respond to the question or request for clarification or further information on a confidential basis, it will inform the Tenderer who has submitted it. The Tenderer must as soon as practicable thereafter respond in writing requesting that either the query be withdrawn or treated as not confidential. The Council will deem that the question or request for clarification or further information has been withdrawn if the Council is not contacted in writing within 3 business days following the Tenderer being so informed.
- 19.3.6 The Council will consider each request for non-disclosure on its merits, taking into account in particular (but without limitation) whether any legislation or considerations of probity or interests of open and fair competition require the request to be denied.

19.3.7 where the Council decides that the request for information/question and response cannot be withheld from circulation, the Tenderer will have the opportunity to withdraw the request for information/question, or otherwise to represent it in a different format. The Tenderer must, as soon as practicable thereafter, respond in writing, stating whether the request for information/question is to be withdrawn, represented in a different format or to be treated as not confidential. The Council will deem that the request for information/question has been withdrawn if the Council is not contacted within 3 business days following the date of an electronic notice informing the Tenderer that its request for confidentiality is denied.

19.3.8 it is the responsibility of the Tenderers to regularly check the Portal for responses to queries as the Council shall not be responsible for communicating responses to Tenderers.

20 Tender submission requirement

20.1 In order to be compliant a Tender should include:

20.1.1 completed responses to the questions set out in Appendix 1 Part 1 (Fees) and Part 2 (Method Statements); and

20.1.2 completed and signed copies of the four certificates set out in Appendix 2.

20.2 Where Tender submissions are incomplete the Council reserves the right not to accept them. If the Council suspects that there has been a genuine error or omissions in the completion/submission of a Tender (i.e., a pricing error or a non-technical mistake) the Council reserves the right to seek clarification/resubmission as it considers necessary from the Tenderer in question.

20.3 Tenders are to be submitted via the Portal. Submissions made via any medium other than the Portal (i.e., by email) will not be accepted in any circumstances.

20.4 Tenders must be submitted by the deadline for receipt of Tenders set out in the indicative timetable at Section A, paragraph 3. Tenders received after this deadline will not be considered.

20.5 Tenders submitted must remain open and valid, and capable of acceptance for a period of at least 90 days from the submission deadline.

20.6 In preparing their Tender, Tenderers are required to:

20.6.1 ensure that answers are provided using Appendix 1 and Appendix 2 of this ITT, submitted as a standalone document (i.e. not including Sections A to D of this ITT);

20.6.2 ensure that each question is provided with a distinct response covering all information requested without cross referencing to information given elsewhere in their Tender;

20.6.3 conform to any specified word limits;

20.6.4 provide all required financial information in pounds sterling (£) and must be converted using the European Central Bank Euro foreign exchange reference rates at the date the Tender is submitted;

- 20.6.5 use MS Word format only (PDF documents will only be accepted for supporting documents);
- 20.6.6 ensure documents submitted have a maximum file size of 2GB;
- 20.6.7 include their company name and the document title within the file name;
- 20.6.8 complete their Tender in English or accompanied by a complete and accurate English translation. If a translation is provided, the assessment will be carried out on the basis of the English translation;
- 20.6.9 submit all documents in a format which is compatible with MS Word 2010, Excel 95-2000 or Portable Document Format (otherwise known as PDF). Tenderers should note that Excel and PDF documents will only be accepted in respect of supporting documents. Tender responses must be submitted in in a format which is compatible with Microsoft Word 2010.
- 20.7 No alteration or addition may be made by Tenderers to any of the Procurement Documents other than completing the Tender response. The Council reserves the right to reject the Tender if any such alteration is made.
- 20.8 All information supplied in Tenders must be accurate and up to date. The Council reserves the right to reject the Tender if any information provided is found to be inaccurate or out of date.
- 20.9 It is the responsibility of each Tenderer to ensure that they have all of the information they need to prepare their Tender. If a Tenderer is unsure on any section or question within the Procurement Documents and requires further clarification, please contact the Council via the Portal.
- 20.10 The information contained within this ITT (and its appendices) has been prepared by the Council in good faith but does not purport to be comprehensive or to have been independently verified. Tenderers should not rely on the information contained within this ITT and the wider Procurement Documents and should carry out their own due diligence checks and verify the accuracy of such information. No liability whatsoever shall be incurred by the Council and its advisors regarding the use of the information contained within this ITT and the wider Procurement Documents by Tenderers. Nothing on the Portal is, or shall be, a promise or representation as to existing circumstances or the future.
- 20.11 A Tender submitted in response to this ITT forms (or is deemed to form) a contractual relationship between the Council and that Tenderer governing the relationship of the parties during this procurement process until an award is made (if any). The 2015 Regulations, the Contract Notice, this ITT and the other Procurement Documents form the entire agreement between the parties relating to the procurement process and the submission of Tenders and there shall not be implied into any such contract any further terms, obligations or restrictions on the Council.
- 20.12 All responses and submissions provided by Tenderers in their Tender will form part of the contract to be entered into by the Successful Tenderer as the Council, in its absolute discretion, considers appropriate.
- 20.13 Tenders received by the Council will be evaluated in accordance with the evaluation methodology set out in Section E.

21 Signatures

21.1 Where signatures are required with Tenders (namely within the certificates set out in Appendix 2), these must be:

21.1.1 where the Tenderer is an individual, by that individual;

21.1.2 where the Tenderer is a partnership, by two duly authorised partners;

21.1.3 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.

22 Consortia arrangements

22.1 Tenderers who are responding to this ITT as part of a proposed Consortium must provide the following information within their Tender:

22.1.1 names and addresses of all Consortium members;

22.1.2 the Lead Tenderer of the Consortium who will be contractually responsible for delivery of the Contract (if a separate legal entity is not being created), save that the Council may require that each Consortium member is jointly and severally liable under the contract, or that a series of guarantees and cross-undertakings are provided by other consortium members; and

22.1.3 if the Consortium is not proposing to form a legal entity, full details of proposed arrangements within a separate appendix.

22.2 Tenders submitted by a Consortium must be confirmed, by the Lead Tenderer of the Consortium, as being for and on behalf of the Consortium as a single composite tender response.

22.3 The Lead Tenderer of the Consortium shall be the representative for the other Consortium members and shall be responsible for all communications with the Council via the Portal.

22.4 Please note that the Council may require the Consortium to assume a specific legal form if awarded the contract, to the extent that a specific legal form is deemed by the Council as being necessary for the satisfactory performance of the Contract.

22.5 The Council recognises that arrangements in relation to a Consortium bid may be subject to future change. Tenderers must therefore respond on the basis of the arrangements that they currently expect to be put in place. Tenderers are reminded that the Council must be immediately notified of any changes, or proposed changes, in relation to the bidding model so that a further assessment can be carried out by applying the selection criteria to the new information provided. The Council reserves the right to remove the Tenderer from the Procurement Exercise prior to any award of the Contract, based on an assessment of the updated information.

SECTION E: Tender evaluation

23 Evaluation overview

- 23.1 The Council will undertake its evaluation of Tenders received in accordance with the following evaluation methodology:
- 23.1.1 initial compliance review;
 - 23.1.2 Fees and Method Statement evaluation.
- 23.2 Subject to satisfying the initial compliance review the Council intends to make a Contract Award to the Tenderer offering the Most Economically Advantageous Tender in accordance with the evaluation criteria set out in Section E, paragraph 25 below. These evaluation criteria are designed to provide a structured and auditable approach to evaluating the Tenders received.
- 23.3 Abnormally low tenders (as will be construed in the context of the tenders being sought in this procurement) will be dealt with in accordance with Regulation 69 of the 2015 Regulations. In the event of any abnormally low tenders being received, the Council reserves the right to reject that Tender, but not before taking into account any explanation of the Tender or those parts of the Tender considered to be abnormally low from the Tenderer, together with any evidence provided and verifying the Tender or those parts of the Tender which are abnormally low with the Tenderer.
- 23.4 The criteria for this Tender evaluation are a combination of both financial and non-financial factors in accordance with Regulation 67 and 68 of the 2015 Regulations.
- 23.5 Tenderers should note that the Council may seek independent financial and other advice and information to assist in the evaluation of Tenders received.

24 Initial compliance review

- 24.1 Tenders will initially be checked for compliance with the instructions set out in this ITT. The Tenders will be reviewed to ensure that:
- 24.1.1 the Tender has been submitted on time and meets the Council's submission requirements/instructions set out in Section D;
 - 24.1.2 the forms set out in Appendix 2 have been fully completed, signed and returned; and
 - 24.1.3 the Tender is substantially complete, containing sufficient information to allow the Tenderer's solution to be evaluated in accordance with the evaluation methodology.
- 24.2 Tenders that do not satisfy the initial compliance review set out above may be rejected.
- 24.3 Tenders that do satisfy the initial compliance review set out above will be assessed as set out in Section E, paragraph 25 below.

25 Fees and Method Statements evaluation

- 25.1 In relation to Tenderer's completed Appendix 1 responses (Fees and Method Statements) Tenderers are evaluated in relation to both their proposed Fees (Part 1) and their Method Statements (Part 2). The following weightings apply to each of these Parts:

Part		Weighting
Part 1	Fees	30%
Part 2	Method Statements	70%

These weightings demonstrate the relative importance of each criterion to the Council.

- 25.2 Evaluation of Tender responses to Part 1 and Part 2 of Appendix 1 will be undertaken independently from one another and may be undertaken simultaneously. The collective Part 1 and Part 2 scores will not be considered by the Council's evaluation team until the moderation stage is drawing to a close.
- 25.3 The Tenderer who has the highest combined score following this evaluation in accordance with this paragraph 25 will be the Successful Tenderer.
- 25.4 The criteria that will be used to evaluate responses to Part 1 and Part 2 of Appendix 1 are:

Part	Question	Award criteria	Weighting/maximum score available
Part 1	Question 1	Core Service Fees - RIBA % fee (all stages) based on averaging of contract value bands for the provision of the Core Services	25% / 250 maximum marks
	Question 2	Specialist Services Provisional Fees	For information only/not evaluated
	Question 3	Additional Services Fees	5% / 50 maximum marks
	Total for Part 1		30% / 300 maximum marks
Part 2	Question 1	Design Response	20% / 200 maximum marks
	Question 2	Site Challenges	20% / 200 maximum marks
	Question 3	CV's and Resourcing	10% / 100 maximum marks
	Question 4	Brief Development	10% / 100 maximum marks

Question 5	Social value	10% / 100 maximum marks
Total for Part 2		70% / 700 maximum marks
TOTAL		100% / 1000 maximum marks

25.5 Part 1, Fees

25.5.1 Responses to question 1 of Part 1 will be evaluated as follows:

- (a) The lowest priced response will be awarded the maximum marks available;
- (b) Less competitively priced responses will receive a mark/score calculated as a percentage mark against the lowest price, representing the difference in price between that response and the highest scoring/lowest priced response;
- (c) The total price for each response will be calculated by adding together the following sums:
 - (i) The two lump sums provided for the Master Planner services will be added together
 - (ii) The average fee % for the three project value bands for the MAH will be calculated as a fee against the anticipated project value of £27,200,000
 - (iii) The average fee % for the three project value bands for PH will be calculated as a fee against the anticipated project value of £25,900,000
 - (iv) The fee % for Landscape/Public Realm for the MAH will be calculated as a fee against the anticipated project value of £27,200,000
 - (v) The fee % for Landscape/Public Realm for PH will be calculated as a fee against the anticipated project value of £25,900,000
 - (vi) The two lump sums provided for the Landscape/Public Realm master plan support will be added together
 - (vii) The fee % for Principal Designer for the MAH will be calculated as a fee against the anticipated project value of £27,200,000
 - (viii) The fee % for Principal Designer for PH will be calculated as a fee against the anticipated project value of £25,900,000

25.5.2 Responses to question 2 of Part 1 is for information only and will not form part of the Council's evaluation.

25.5.3 Responses to question 3 of Part 1 will be evaluated as follows:

- (a) The lowest priced response will be awarded the maximum marks available;
- (b) Less competitively priced responses will receive a mark/score calculated as a percentage mark against the lowest price, representing the difference in price between that response and the highest scoring/lowest priced response;
- (c) The total price for each response will be calculated by adding together all of the rates provided. Note that some rates cannot be left blank.

25.6 Part 2, Method Statements

25.6.1 Responses to questions 1 to 5 of Part 2 will be evaluated as follows:

25.6.2 Responses to each question will be reviewed and awarded a score between 0-10 in accordance with the following methodology:

Score	Term	Explanation
0	Unacceptable	Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet the specified requirements with little or no relevant evidence to support the response.
2	Serious reservations	Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet the specified requirements by one or more of their allocation of skills, expertise, delivery methodology and allocation of resources, with little or no relevant evidence to support the response.
4	Minor reservations	Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet the specified requirements by one or more of their allocation of skills, expertise, delivery methodology and allocation of resources, with some

		limited relevant evidence to support the response.
6	Acceptable	Satisfies the requirement. Demonstration by the Tenderer they will meet the specified requirements by their allocation of skills, expertise, delivery methodology and allocation of resources, with relevant evidence to support the response.
8	Good	Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet the specified requirements by their allocation of skills, expertise, delivery methodology and allocation of resources. Response identifies factors that demonstrate added value, with relevant evidence to support the response.
10	Excellent	Exceptional demonstration by the Tenderer of how they will meet the specified requirements by their allocation of skills, expertise, delivery methodology and allocation of resources to provide significant additional benefits in de-risking the projects and delivery of the project objectives. Response identifies factors that demonstrate added value, with relevant evidence to support the response.

25.6.3 Scores awarded for each question will then be multiplied by their corresponding weighting and added together to form a single, total Method Statement score. The Tenderer awarded the highest single, total Method Statement score (following moderation as set out in Section E, paragraph 25) will receive the maximum available score of 700 marks (70%).

25.6.4 All other Tenders will receive a final score which is calculated as a percentage mark against the highest Tenderers score, representing the difference in score between that Tender and the highest scoring Tender.

25.7 Tenderers should note that the Council cannot assign partial scores (i.e scores that are not those numbers set out in the methodology above) therefore precluding decimal places. However, once the scores have been calculated as a percentage of

the highest scoring/lowest priced Tender response the scores may have decimal places.

25.8 A worked example for the evaluation/scoring of Part 2 is provided below.

	Tenderer A		Tenderer B		Tenderer C	
	Actual score	Weighted score	Actual score	Weighted score	Actual score	Weighted score
Q1	8/10	160	6/10	120	4/10	80
Q2	6/10	120	6/10	120	4/10	80
Q3	10/10	100	6/10	60	8/10	80
Q4	8/10	80	6/10	60	6/10	60
Q5	8/10	80	6/10	60	6/10	60
Total score		540		420		360
Adjusted score	700/700		544/700		467/700	
% awarded	70.00%		54.40%		46.70%	

Appendix 1 Fees and Method Statements

Part 1: Fees

- 1 Tenderers are required to complete this Appendix 1, Part 1 and the Tender Pricing excel document in full. This section will be evaluated in accordance with Section E, paragraph 25 of the ITT.
- 2 Tenderers' responses to this Appendix 1, Part 1 will be transposed into Schedule 4 (Fees) of the draft Contract prior to signing.

Question 1: Core Services Fee (weighting 25% - maximum marks 250)

Tenderers are to complete the Tender Pricing excel document issued alongside this ITT, inserting your fees (either £ figure or % as set out in the excel) for the provision of the Core Services (as set out in the draft Contract and draft schedule of Services).

Where required, your fees should be split between the RIBA stages set out in the first column. Please note that, as set out in the draft Contract, the Core Services Fee will be paid on a monthly basis in arrears.

Your fees should be proportionate to the resources allocated (as set out in the Tenderer's response to Question 3 of Part 2 of Appendix 1 and are to include all expenses and exclude VAT. It should be noted that special presentational models and specially rendered images for marketing campaigns requested by the Council on an ad hoc basis will not be treated as expenses and will be instructed as Additional Services under the Contract.

Tenderers should note that:

- Under the Contract where fees are expressed as a %, the fee payable will be calculated as a % of the anticipated total value of the construction contract entered into/to be entered into by the Council in respect of Phase 1(MAH and PH). For RIBA Stages 0 and 1, this value will be as set out in the Council's original/approved Outline Business Case. For RIBA Stages 2 onwards this value will be as set out in the prevailing Cost Plan, provided to the Consultant and approved by the Council at the commencement of the relevant RIBA Stage.
- The anticipated total value of the construction contract is inclusive of: (i) preliminaries, (ii) building contractor overheads and profit, (iii) allowances for any surveys and investigative works, (iv) inflation provisions based on the original/approved Outline Business Case and (v) inclusions for design development.

It does not include category B fit outs, loose FF&E (fixtures, fittings and equipment) or other direct orders by the Council, general client contingency or design fees.

- No adjustment to the inflation percentage included in the original/approved Outline Business Case (in respect of the total value of the construction contract) will be allowed for/included in the calculation of the Consultant's Fees under the Contract. For the avoidance of doubt, if the total value of the construction contract changes during the term of this appointment due to a change in inflation which is in excess of the inflation percentage stated in the original/approved Outline Business Case, no adjustment shall be made to the Fee payable to the Consultant.
- The Services defined in the Contract are detailed up to the end of RIBA stage 4 only. The Client may request that the Consultant continues in a Client Monitoring Team Lead ("CMT") role and for this reason, has requested that all bidders submit as part of the Tender Pricing between RIBA stages 5 to 7. Instruction in relation to the CMT role will depend on the final construction procurement route and is at the discretion of the Client. For the purposes of fee proposals - it should be assumed that the full stage content up to the end of RIBA Stage 4 and the provision of the Client Monitoring Role beyond RIBA Stage 4 should be provided.

Question 2: Specialist Services Provisional Fees (for information only)

Tenderers are to complete the table below stating the anticipated fee for the individual Specialist Services.

Please note that irrespective of whether the Tenderer intends for one or more of the Specialist Services to be provided by the Consultant or by a sub-contractor, all fees for Specialist Services are to be provided in the table below and should not be accounted for/included in the Tenderer's response to question 1 of Part 1 of Appendix 1 (Fees). This is to ensure parity of evaluation between all Tenderers.

The Council have prepared this list of Specialist Services. If Tenderers anticipate that 'specialist' services in addition to those listed in the table below will be required under the Contract/in relation to Phase 1, the Tenderer must submit a clarification setting out the Tenderer's proposed further 'specialist' service(s) and their rationale for including such service(s). The Council will consider whether such further 'specialist' services are to be included under this appointment. Any further 'specialist' services that are agreed by the

Council shall be published through the Portal and shall apply to all Tenderers. In the event further 'specialist' services are agreed, the anticipated fee for such services should be included in the Tenderers' response to this question.

Question 3: Additional Services Fee (weighting 5% - maximum marks 50)

Tenderers should state their daily rates (broken down by role) that are to be applied when agreeing fees (in advance) for Additional Services that the Consultant may be instructed to provide in accordance with the draft Contract.

The rates table below is limited to five roles. Guidance is provided in the middle column setting out the relevant role's definition/seniority level. Tenderers with staff grades that do not match these role descriptions should align with whichever matches their grading structure most closely. For the avoidance of doubt, the only grades of staff that will be recognised and form the basis of fee calculations for Additional Services are those referred to below.

Tenderers wishing to deploy staff below the grade of Technician (e.g. admin, apprentice) must factor those into the rates in the same way that overheads are deemed to be included in the day rates.

The daily rates provided must be based on a 7.5 hour day and are deemed to be inclusive of all overheads and profit including all out of pocket expenses including travel and overnight accommodation.

The daily rates provided will remain fixed for an initial period of 2 years from the date of the Consultant appointment, after which they will be adjusted annually in line with CPI (Consumer Price Index).

Part 2: Method Statements (Quality Award Criteria)

- 1 Tenderers are required to complete this Appendix 1, Part 2 in full. This section will be evaluated in accordance with Section E, paragraph 25 of the ITT.
- 2 Tenderers are permitted to include illustrations and/or images in their responses to this Part 2. Any captions/overlaid wording to these images/illustrations will not be counted towards the word limit for the relevant question to the extent that they directly relate to the image/illustration.
- 3 Where you feel it is essential to include appendices, we strongly recommend that you verify that this will be compliant with the instructions by submitting a clarification through the Portal.
- 4 Responses to the questions below should provide relevant detail on how you propose to deliver the required outcomes/outputs set out in the contract and the ITT.

DRAFTING NOTE: Tenderers should note that responses to Appendix 1 Part 2 of this ITT will be appended to the Contract upon contractual close.

Question 1: Design Response (weighting 20% - maximum marks 200)

Demonstrate your understanding of our overall vision for Smithfield Riverside Development, the Phase 1 and specifically the MAH and PH, explaining how your skills and expertise can be used to deliver the constituent parts whilst enhancing and delivering this vision.

In answering this question Tenderers should:

- Outline your team's approach to coordinating the design of the PH and MAH alongside a site wide masterplan, whilst identifying and then demonstrating how you will address the issues that such an approach may bring.
- In relation to the MAH, explain your approach to designing a commercially attractive, flexible, and environmentally friendly post-covid workplace to meet both the council's hybrid working model and the demands of private sector tenants.
- In relation to the PH leisure function, explain how you will design a building that provides an attractive mix of leisure and accompanying F&B units to both the public and potential tenants. Please outline the methodology of your approach when assessing a building for either partial reuse or complete demolition.
- In relation to the anticipated travel hub element of the masterplan, demonstrate your approach to designing successful multistorey parking structures and innovative active travel hubs.
- In relation to landscaping, explain the benefits and opportunities that your skills and expertise will bring to a former brownfield site.

- In relation to all of the above, summarise the key elements that need to come together to deliver successful place making and brownfield regeneration in a historic market town.
- Refer back to the relevant parts of the Project Overview and Client Briefs

Word limit: 1500 words

Question 2: Site Challenges (weighting 20% - maximum marks 200)

The MAH and PH sites are both highly complex sites, with many challenges and opportunities.

In answering this question Tenderers should:

- Explain your process for identifying and potentially mitigating the impact of the site constraints on the masterplan.
- Evidence that you can identify and work with the main site challenges, risks, and opportunities that the MAH and PH sites are likely to present.
- Demonstrate how you would use your expertise to turn the existing site constraints into design opportunities for both the MAH and the PH.
- In relation to the PH site, demonstrate your understanding of the challenges involved. where the potential reuse or repurposing of an existing structure is concerned.
- Demonstrate how your delivery methodology will address the specific challenges that the sites may pose to the delivery of the masterplan, PH and MAH and the solutions that may need to be considered or employed to address them.
- Explain how the challenges present on this site may influence the landscape design.

Word limit: 1500 words

Question 3: Resourcing (weighting 10% - maximum marks 100)

Please detail how you propose to structure and resource (with appropriate experience) the provision of the services set out in the scope of Services appended to the draft Contract.

In answering this question Tenderers should:

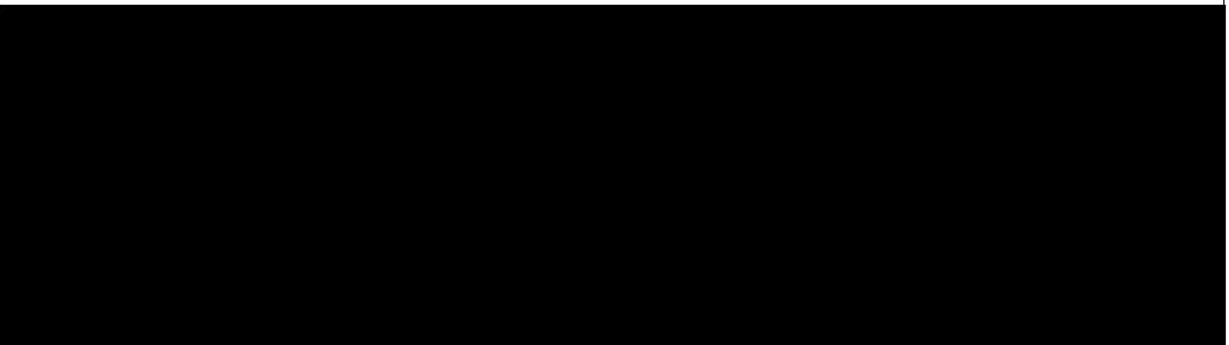
- Identify and briefly explain the rationale for the structure of the team or teams who will be assigned to this contract and provide details of the allocation of resources for each team member.
- Identify the tasks, responsibilities, and time allocation of each team member relative to fee through the various RIBA stages. If tasks are to be undertaken by Sub-contractors, explain how you will ensure the continuity of the arrangement.
- Identify details and monitoring arrangements of any sub-contracting arrangements including a structure diagram of your proposed team and roles for the provision of the services and identifying any Key Sub-Contractors, using the definition in the draft Contract.
- Demonstrate how you will use your skills and expertise to identify and coordinate the major concurrent design workstreams, whilst managing the risk inherent in complex programmes.
- Using your knowledge of delivering comparable projects, explain how you will allocate resources to manage organisational and development risk.
- Demonstrate that the assigned resource is capable of meeting the project programme.

Alongside your response to this question, please submit:

- A complete version of the resource schedule provided at Appendix 3 (any supporting rationale that accompanies the resource schedule should be included within the answer to this question and not within the schedule);
- A brief CV (max 1 side of A4) for each team member.

These documents are provided in addition to the specified word limit.

Word limit: 1,000 words



Question 4: Brief Development (weighting 10% - maximum marks 100)

Demonstrate your skills and expertise in managing the development of a complex set of briefs for the Specialist Services (as required under the Contract) relating to multiple simultaneous work strands.

In answering this question Tenderers should:

- Demonstrate that you understand the risks involved in ongoing brief development and provide a methodology for how to best manage this process to reduce delays to the project and how you will reduce risks to the client.
- Demonstrate your understanding of working with local government and multiple stakeholders, whilst evidencing how you can drive the process forward, whilst adding value.
- Demonstrate how the design team can work flexibly through the briefing process and respond to the requirements of the current turbulent economic climate.
- Explain your process for undertaking reviews of the briefs, how you manage the various project interdependencies and your process for achieving brief signoffs.

Word limit: 1000 words

Question 5: Social Value (weighting 10% - maximum marks 100)

Set out how you believe you can bring additional social value (social, environmental, economic) benefits through the way you deliver the Contract.

The Council has a Social Value Policy which aims to:

- Tackle disadvantage and grow wealth;
- Promote the local economy with a particular focus on small and medium Enterprises and the Volunteer Community Sector; and
- Promote and enhance our environment.

The Council expects the successful Tenderer to positively contribute towards delivery of these aims.

In answering this question Tenderers should include:

- Details of how, during the Contract, you will contribute toward these aims; and
- How you will use your appointment to create tangible outcomes for the local community.

Please include timescales for when you intend to deliver these outcomes.

Word limit: 1000 words

Appendix 2 Certificates

Tenderers are required to complete and sign each of the below certificates.

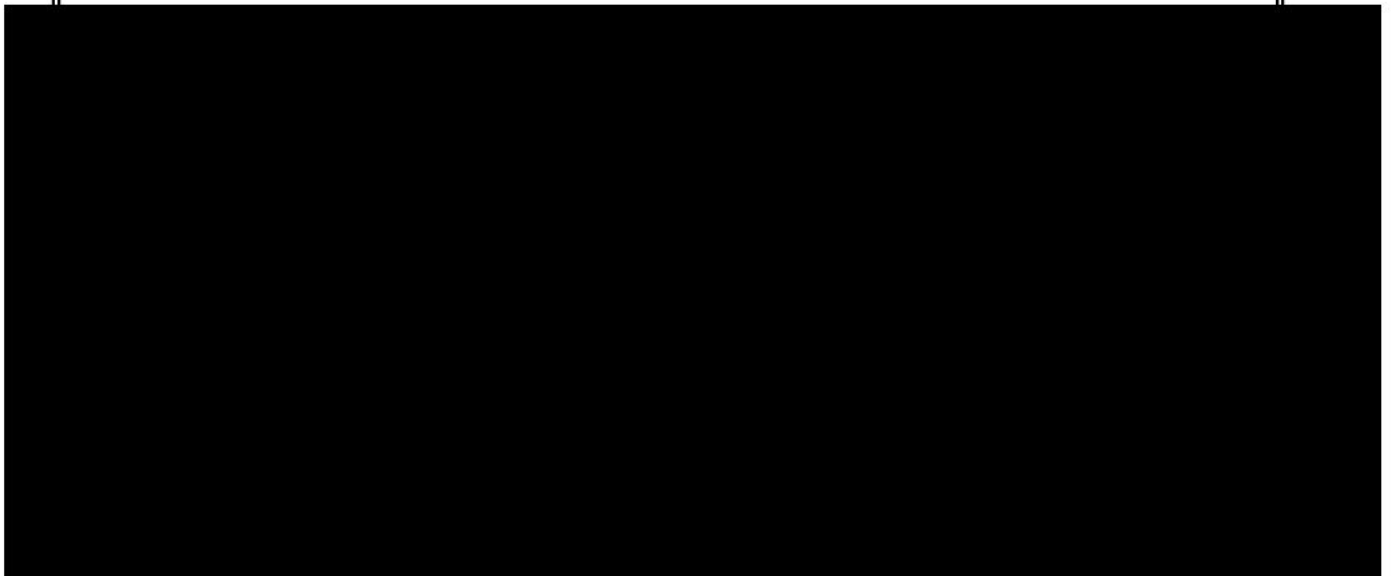
Part 1: Form of Tender

Shropshire Council (hereinafter called “the Council”)

Tender for Smithfield Riverside, Architectural services in relation to masterplanning and delivery of a first phase of re-development at Smithfield Riverside, Shrewsbury.

We confirm that our Tender will remain open and valid, and capable of acceptance, for a period of at least 90 days from the submission deadline.

We confirm that our Tender represents an offer to Shropshire Council that if accepted in whole, or in part, will create a binding contract for the provision of services to the Council, for the fees set out in our Tender, and in accordance with and subject to the terms and conditions of the draft Contract issued alongside the Procurement Documents, copies of which we have received.

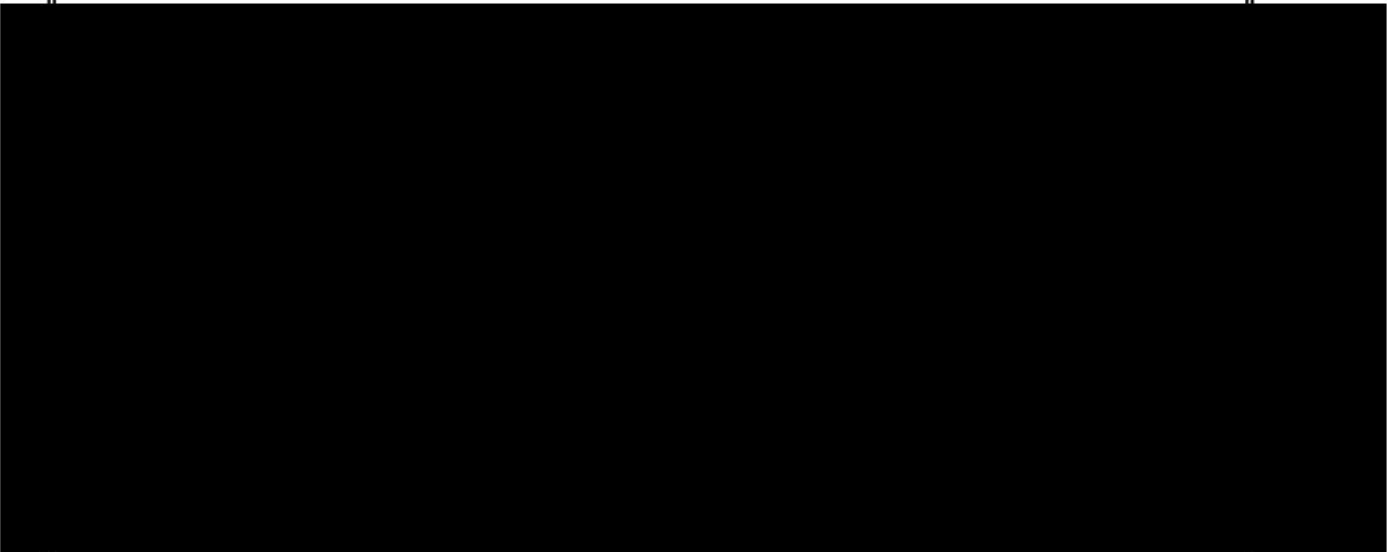


Part 2: Non-Canvassing Certificate

Shropshire Council (hereinafter called “the Council”)

I/We hereby certify that I/We have not canvassed or solicited any member officer or employee of the Council in connection with the award of this Tender of any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/We will not in the future canvass or solicit any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf will do any such act.



Part 3: Non-Collusive Tendering Certificate

Shropshire Council (hereinafter called “the Council”)

The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

I/We certify that this is a bona fide Tender, intended to be competitive, and that I/We have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We also certify that I/We have not done and undertake that I/We will not do at any time any of the following acts:-

- (a) communicating to a person other than the Council the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance); or
- (b) entering into any 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
- (c) offering or agreeing to pay or give or paying 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 other Tender or proposed Tender for the Services any act or omission.

Part 4: Declaration of Connection with Officers or Elected Members

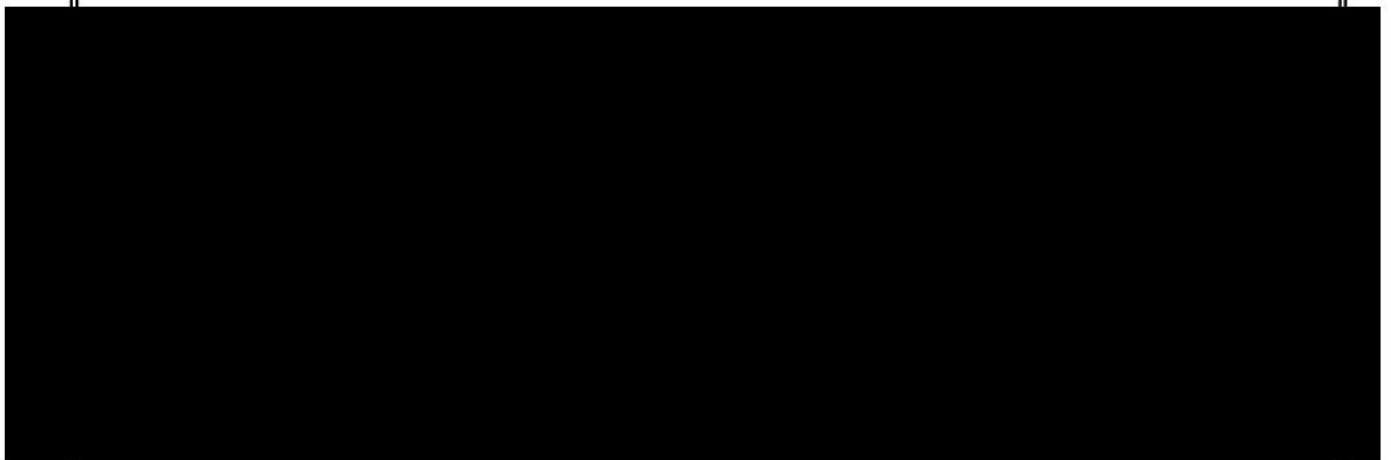
Declaration of Connection with Officers or Elected Members of Shropshire Council (hereinafter called “the Council”)

Are you or any of your staff who will be affected by this invitation to tender related or connected in any way with any Shropshire Council Elected Councillor or Employee?

A large black rectangular redaction box covering the response area for the declaration question.

Please note:

This information is collected to enable the Council to ensure that tenders are assessed without favouritism. Whether or not you have a connection with elected members or employees will have no bearing on the success of your Tender, but your Tender will not be considered unless this declaration has been completed.

A large black rectangular redaction box covering the signature and contact information area at the bottom of the form.

Appendix 3 Resourcing Schedule

