



Shaping public  
construction

# Mini Competition Part 2

3467 Commercial Development at Orchard Way,  
Torquay

Torbay Council

Lot 1 South West

To be completed by bidding contractors and returned in conjunction with the  
“MC2 Invitation Part 2 of 2” Commercial Workbook”

## Part A - Instructions to Contractors

SCF operates a Two Stage appointment process. Contractor selection is by Mini Competition to provide pre-construction services on a fee basis, to then develop Contractor's Proposals during the pre-construction period.

### 1. Stage 1 - Mini Competition

Mini Competition Part 1 was a discrete stage to shortlist the top scoring contractors, optimum 3, to then complete Mini Competition Part 2. The scores from Mini Competition Part 1 are not carried forward to Part 2, which is scored independently by the Client.

Further to your initial Mini Competition Part 1 submission, you are invited to provide a tender return based on the set of technical and commercial information detailed in parts D and E of this document for the works described.

Mini Competition Part 2 tests the contractor's project specific approach, understanding and technical engagement with the project and their financial response to overhead and profit, Insurance and project specific pre-construction and construction management resources and costs.

Torbay Council is seeking to appoint a single Framework provider on the basis of a Pre-Construction Agreement contract and the Framework Agreement entered into following the issue of the OJEU Notice 2018/S 169-383899 (4th September 2018) to fulfil the pre-construction duties set out in part C and Appendix 4 of this document. These activities define the roles and contributions of the client team, contractor and their supply chain.

### 2. Stage 2 - Pre-Construction period

The successful bidder will be invited to enter into a Pre-Construction Services Agreement (PCSA) with the Contracting Authority on a fixed price lump sum. This may include enabling construction works and/or bespoke additional services bid in the competition, plus all/any of the framework standard duties included within the bid management costs.

The awarded contractor is to develop and align the project scope, programme and cost through open book sub-contract tendering working collaboratively with the client team, culminating in a fixed price lump sum at the completion of RIBA stage 4. Only after acceptance by the Contracting Authority of the Contractor's Proposals and contract conditions will there be an agreement to award a works contract.

There is no guarantee the contractor will be awarded a construction phase (works) contract.

### Evaluation Criteria (Scoring)

The mini competition methodology follows the same as the original 2018 OJEU Framework ITT. The individual quality / technical and commercial questions will be weighted according to the project specific requirements.

The weighting criteria for this Mini Competition Part 2 is set as follows:

Technical/Quality criteria	50%
Financial criteria	50%
<b>TOTAL</b>	<b>100%</b>

### 3. Client Specific Instructions

#### 3.1 Site Visit

It is intended that site visits will take place during the period stated in the Procurement Timetable. Applicants should notify Torbay Council through ProContract that they wish to attend the site visit. Applicants should provide the name and a telephone number for the individual through whom arrangements for the site visit are to be made. Torbay Council will then contact that individual to arrange a specific date and time. Applicants may be limited to a maximum of two representatives.

#### 3.2 Communication

All communication between Torbay Council and Applicants will take place through ProContract, this includes but is not limited to:

- (a) clarification questions;
- (b) submission of Confidentiality Agreements and issue of confidential Documents;
- (c) requests to participate in site visits;
- (d) suggestions and queries in relation to the Terms and Conditions;
- (e) post tender clarification questions;
- (f) invitations to demonstrations, interviews or presentations;
- (g) outcome notification letters.

**Please Note:** Applicants are responsible, at all times during the Tender process, for checking whether any messages or amendments have been issued and should not rely solely upon automatic notification from ProContract.

#### 3.3 Tender Clarification

**Please Note:** Torbay Council will only accept clarification questions, including queries or suggestions on the Terms and Conditions, during the clarification period stated in the Procurement Timetable, unless the question is directly related to a response issued by Torbay Council on or after the deadline for submission of questions.

Torbay Council will not negotiate on or any of the substantive terms of the Documents.

Responses to clarification questions will be provided to all Applicants except where the question:

- (a) is innovation based, in which case the response will only be provided to the Applicant who raised the question; or
- (b) relates to confidential Documents, in which case the response will only be provided to Applicants who have submitted a Confidentiality Agreement.

Torbay Council will endeavour to respond to clarification questions within 5 working days of the date the question is submitted, or from the next working day if the question is submitted on a non-working day.

The identity of Applicants raising questions will remain confidential.

Applicants are responsible for ensuring they read and understand all of the responses to questions that have been raised.

Applicants will need to register an interest in the Tender on ProContract in order to access responses to clarification questions or receive communications from Torbay Council regarding amendments to the Documents.

### 3.4 Amendment to Documents

Amended Documents will be made available in both the publicly accessible opportunities area of ProContract and within the tender opportunity itself, except where the amendment relates to a confidential Document. Where necessary the Tender Submission deadline will be extended to enable Applicants time to take these changes into account.

Where the amendment relates to a confidential Document the amended Document will only be shared with those Applicants who have submitted a Confidentiality Agreement.

Amended Documents will form part of the resultant Contract.

**Please Note:** Applicants are responsible for ensuring they have read all communications and the amended Documents and will be considered to have taken any amendments into account when preparing their submission.

### 3.5 Post Tender Clarification

Post tender clarification will be for the purposes of clarifying or supplementing the content of an Applicant's submission or Torbay Council's requirements where this would not be discriminatory to other Applicants. Questions may be issued to one, some or all Applicants as appropriate.

Where post tender clarification results in substantial modification to the Contract Torbay Council reserves the right to restart or abandon the Tender process.

**Please Note:** Failure to respond to post tender clarification questions in a timely manner may result in the Applicant's Tender being rejected.

### 3.6 The Tender Documents

The Documents are and shall remain the intellectual property of Torbay Council. Applicants may only copy or reproduce the Documents for the purposes of their response. If no response is submitted the Applicant shall delete any documents downloaded.

Where an Applicant identifies an error or omission within the Documents they should immediately notify Torbay Council through ProContract. Torbay Council will then rectify the error or omission and issue any amended Documents.

Some tenders will include confidential Documents and the tender documents will then include a separate Confidentiality Agreement appendix. Any Documents considered by Torbay Council to be of a confidential nature will not be made publicly available. Applicants are responsible for ensuring that confidential Documents are treated as such, are used only for the purposes of this tender and are not disclosed in whole or part to any 3<sup>rd</sup> party without Torbay Council's prior written consent.

Applicants can access confidential Documents by completing and submitting the Confidentiality Agreement through the ProContract Messaging Facility.

Torbay Council may reproduce the whole or any portion of submitted Tenders for the purpose of tender evaluation.

### 3.7 Submission and Opening of Tenders

Applicants should submit all documentation electronically through ProContract ([www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk)) using the Response Wizard as directed in the 'Supplier Guide' located in the help section or in Appendix A ProContract User Guide.



Applicants are responsible for ensuring:

- (a) they have submitted all of the required documents in the correct format;
- (b) their response is submitted by the deadline. **Please Note:** any submissions classified by ProContract as late will be rejected.

In the event Torbay Council is made aware of any technical issues with ProContract, which may prevent Applicants from meeting the submission deadline, the deadline may be extended. However Applicants are strongly advised to submit their Tender response in good time.

Where an Applicant decides not to submit a Tender Torbay Council requests that the Applicant formally 'Opts Out' through ProContract, giving the reasons for non-submission. Torbay Council may contact Applicants who have expressed an interest but have not submitted a Tender, in order to understand their reasons for non-submission.

An Applicant's submitted Tender will constitute an irrevocable offer to provide the required goods, services or works.

### Technical Support

Any Applicants who experience problems with ProContract should contact the support desk:

[ProContractSuppliers@proactis.com](mailto:ProContractSuppliers@proactis.com)

Or click on the Help link at the bottom of the web page.

**Please Note:** If your issue is time sensitive call:

**0330 005 0352**

This line is available 09:00 to 17:30 Monday to Friday (excluding English bank and public holidays).

All Tenders will remain electronically sealed until the Submission deadline, when they will be unsealed by an independent Verifier in the presence of a member of the Procurement Team.

### 3.8 Rejection of Tenders

Torbay Council will only reject Tenders where rejection is without prejudice to any other civil remedies available to Torbay Council or any criminal liability which the Applicant's conduct may attract.

Torbay Council will reject any Tender where:

- (a) submission was made after the date and time specified on the documents;
- (b) submission was not made through ProContract;
- (c) the Applicant's price exceeds Torbay Council's declared budget;
- (d) the Applicant has not accepted Torbay Council's Terms and Conditions. **Please Note:** Torbay Council will seek clarification from the Applicant prior to rejecting the Tender;
- (e) the Applicant acts in any way improperly, including but not limited to canvassing, price fixing or inducements (which relate to offences under the Bribery Act 2010, Section 117 of the Local Government Act 1972 or any future legislation); or
- (f) Torbay Council has become aware at any point that the Applicant has been afforded a competitive advantage or has a conflict of interest that cannot be rectified.

Torbay Council may at its absolute discretion reject any Tender where:

- (a) the price has been assessed as being abnormally low;
- (b) it is considered by Torbay Council to be incomplete or vague;
- (c) it is not in accordance with the required format;
- (d) the Applicant alters the Documents in any way or misrepresents itself in terms of any previous information provided;
- (e) the Applicant does not respond to post tender clarification questions in a timely manner;
- (f) the tender has been qualified in any way; or
- (g) it is in breach of any condition contained within it.

### **3.9 Evaluation and Award**

All accepted Tenders will be evaluated in accordance with the evaluation criteria set out in the Documents.

Torbay Council will only complete a full evaluation of accepted Tenders which meet all of the mandatory requirements as set out within the Documents.

The evaluation will be carried out by an Evaluation Panel and will be moderated by a member of the Procurement Team.

**Please Note:** Not all Panel members may assess every question, but all Tenders will be evaluated in the same manner and by the same Panel. Evaluation Panels may not comprise solely of Torbay Council's Officers, but may also include other key stakeholders, such as partner organisations and people who use Council services.

On completion of the evaluation process approval to award the Tender will be sought in accordance with Torbay Council's approval procedure.

Torbay Council is not bound to make any award of Contract. If the Contract is awarded it will be on the basis of the most economically advantageous tender, which may not be the lowest price offered.

All Applicants will be notified of the Tender outcome at the same time, whether this is to award or not to award the Contract. Notification will be through ProContract.

**Please Note:** Applicants will be advised through ProContract of any changes to the decision date.

Please note that Torbay Council will be applying a Standstill period on this project.

## Part B - Key Project Details

The Mini Competition Part 2 tender must be returned complete with the Commercial Workbook.

### 1. Mini Competition Timetable

Clarifications close on :	5 PM on 11/06/2021	
Deadline for Mini Competition Part 2 submission :	12 Noon on 16/07/2021	
Return bid to :	<a href="http://www.supplyingthesouthwest.org.uk">www.supplyingthesouthwest.org.uk</a>	
Enquiries to :	Messaging facility on <a href="http://www.supplyingthesouthwest.org.uk">www.supplyingthesouthwest.org.uk</a>	
Site visit permitted :	Yes	12:00 on 01/06/2021
Format of bid :	Electronic: Font size: 11 Pdf required:	

### 2. Project Description

The following information provides additional details to that contained within Mini Competition Part 1, issued on 27<sup>th</sup> November 2020 to enable the Contractor to complete the Mini Competition. The following documents are contained within **Appendix 3 : Changes to / Additional Project Description and Information**

Detail any changes to the information contained in Mini Competition Part 1.  
Otherwise we suggest inclusion of the following:

- Project Brief
- Cost Plan / budget
- Overall Programme, or Key dates
- General Arrangement drawings / location plan
- Description of the site
- List of available surveys
- Project aspirations and vision

## Part C - Pre-Construction & Construction Duties from the Contractor

### 1. Standard Framework Duties

Unless otherwise requested by the Contracting Authority the contractor should base their tender on the standard set of duties contained in the original Framework tender with activities and outputs matched to the relevant RIBA stages.

The Contracting Authority may introduce project specific contractor activities and outputs they deem necessary. These will be separately priced by the bidders as part of the commercial return.

The Contracting Authority confirms that no additions to the standard set of pre-construction duties are required on this project.



## Part D - Quality / Technical Questions

## 1. Quality / Technical Questions

Based on the project information detailed in Parts B & C and the Appendices please provide your responses to the following questions 1 to 5. Contractors are mandated to comment on social value plans.

	Mandatory Question Areas	Maximum Word Count	Question Weighting
1	<p><b>Financial Control :</b></p> <p>Based on the cost plan, programme and scope of information provided, the contractor is to comment on and evidence their ability to deliver the project to the stated cost plan, highlighting the top three risks and how these would be mitigated.</p> <p>Please provide 3 examples of projects that you have completed in the previous 3 years, that are of a similar scope and scale as this project. Highlight how you managed to control costs on each project and demonstrate how you will apply that to this project.</p> <p><b>Social Value :</b></p> <p>a) Under the SCF Framework, all contractors must deliver a project-specific Employment and Skills Plan (ESP) compliant with CITB. The Employment and Skills target will be agreed with the Contracting Authority’s Project Manager throughout the Preconstruction period. Targets will be recorded at <b>Gateway 2</b>. Performance against these targets will be reported at <b>Gateways 3 and 4</b>.</p> <p>b) Using the key requirements outlined in the headings below, can you explain how your business will achieve the following goals for this specific project. Social Value targets will be recorded at <b>Gateway 2</b>. Performance against these targets will be reported at <b>Gateways 3 &amp; 4</b>.</p> <ul style="list-style-type: none"> <li>• <b>Jobs:</b></li> <li>• <b>Growth:</b></li> <li>• <b>Social:</b></li> <li>• <b>Environment:</b></li> <li>• <b>Innovation:</b></li> </ul>	<p><b>No more than 8 sides of A4</b></p> <p><b>No more than 4 sides of A4</b></p>	<p><b>5%</b></p> <p><b>15%</b></p> <p><b>PASS/FAIL</b></p> <p><b>10%</b></p>

	Additional Question Areas	Maximum Word Count	Question Weighting	
3	<p><b>Framework / Project Delivery</b></p> <p>Please outline your proposed project team including an organogram and summary CVs of up to 6 key staff to be involved for the full duration of the project. Your response should include comments on why you consider the individual and combined skills of the team members to be appropriate for this project. Each CV should also identify specific experience, for each key member, of working on similar projects, both in terms of scale and complexity. Please also identify and confirm availability to meet this project programme.</p> <p>The following CVs required are:</p> <p><b>Pre-construction Agreement Team:</b></p> <ul style="list-style-type: none"> <li>• Pre-construction Estimator</li> <li>• Pre-construction Co-ordinator</li> </ul> <p><b>Post contract Team:</b></p> <ul style="list-style-type: none"> <li>• Contracts Manager</li> <li>• Site Manager</li> <li>• Assistant Site Manager</li> <li>• Site Surveyor</li> </ul>	<p>Organogram – <b>1 Nr A4 page</b> (showing project team key responsibilities for each operative, plus a resource schedule detailing percentage time spent on &amp; off site)</p> <p>Project Team summary / resource schedule – <b>1 A4 page</b></p> <p>CVs <b>1 A4 page</b> for each key team member</p>	10%	
4	<p><b>Design Management</b></p> <p>Please provide:</p> <ol style="list-style-type: none"> <li>A site set-up plan showing internal and external work areas, plus access and egress routes</li> <li>A communications plan</li> <li>A Programme</li> </ol> <p>Anticipated outcome:</p> <ol style="list-style-type: none"> <li>Contractor to demonstrate a clear understanding of the site constraints and opportunities with regard to the immediate building site and compound, surrounding area including adjacent public roads etc. and in relation to third party users. Contractor to demonstrate how to overcome constraints and capitalise on opportunities, as well as minimising disruption and inconvenience to the other local businesses and residents. During the tender period, there will be the opportunity to visit the site with the Project</li> </ol>	<p>Response for item a) limited to <b>2 A3 pages</b> for the Site Set-Up Plan(s) and <b>1 A4 page</b> of relevant commentary</p>	10%	

	<p>Manager and walk through the project. This visit will be of maximum one hour duration.</p> <p>b) Contractor to clearly demonstrate how, with whom and how frequently they will communicate with Torbay Council, Consultant team, sub-contractors/supply chain and other interested parties and advise why this is important.</p> <p>c) Contractor to demonstrate their understanding of the required delivery dates and consider construction methods to provide an earlier completion date.</p>	<p>Response to items b and d) limited to <b>1 A4 page per item</b></p> <p>No page restriction for item c) Programme. If a commentary is also to be provided, however, to be limited to <b>1 A4 page</b></p>	
	<b>Quality / Technical Questions - Sub-Total</b>		<b>50%</b>

### 1. General Requirements

Provide a financial return using the separate excel commercial return workbook. Complete the cost submission in accordance with the instructions set out below. The rates tendered are to be based on the 'not to be exceeded' tender rates given in your OJEU Tender. The rates will be converted to a lump sum based on the proposed Contract Value detailed below and evaluated in accordance with the criteria in Appendix 1.

Base costs on the forecast nett construction cost detailed in the commercial return workbook. Provide a breakdown of costs by RIBA stage in the commercial return workbook. Base resource allocation on the programme contained in Appendix 3.

We are not asking for variant proposals i.e. programme duration. If provided, these must be clearly related to the appropriate price point, explained and fully justified.

Enabling works will be undertaken on the site prior to the start of this contract by others. All of the engineering drawings can be found under file number 9. Please note, these are for information purposes only and should not be prices.

### 2. Pre-Construction Stage Management Structure and Costs

Submit a detailed resource schedule for pre-construction management services, in line with the standard specification of activities and outputs in Appendix 4, together with any amendments in section C.1 above.

### 3. Design Fees

Provide a breakdown of design fees, in line with the 'Design Services Required' matrix detailed in Mini Competition Part 1. Submit a response on the commercial return workbook.

### 4. Construction Stage Management Structure and Fees

Submit a detailed resource schedule for construction management services, in line with the standard specification of activities and outputs in Appendix 4, together with any amendments in section C.1 above, from RIBA Stages 5 to 7 on the commercial return workbook provided at Appendix 2.

Project specific construction stage management fees, defined within the tender rates, include all fees within the : senior management; head office support; estimating and planning; site commercial management; site management; engineering staff and general operatives categories and all descriptions contained in the Framework ITT.

### 5. Commercial Workbook

The Pre-Construction Services Agreement will use the lump sum bid as a fee basis.

The Construction Phase Management Fees will use a percentage as a fee basis.

Changes in project value will not affect the fee banding used in the mini competition.

## 6. Preliminaries - For Stage 4+ Projects Only

Main contractor preliminaries, and sub-contractor preliminaries will be developed and agreed during the pre-construction phase. Submit an attendances schedule, contained in Appendix 6, to identify what proportion of costs are main contractors costs or sub-contractors costs that will be procured via the package procurement exercise

## Part F - Social Value

TOMS Theme	TOMS Outcomes	Client's Priority Rating 1 (highest) - 10 (lowest) All columns to be completed
Jobs: Promote Local Skills and Employment	More local people in employment	1
	More opportunities for disadvantaged people	1
	Improved skills for local people	1
	Improved employability of young people	1
Growth: Supporting Growth of Responsible Regional Business	More opportunities for SMEs and VCSEs	3
	Improving staff wellbeing and mental health	2
	Cyber security risks is reduced	4
	Social Value embedded in the supply chain	3
Social: Healthier, Safer and more Resilient Communities	Crime is reduced	4
	Creating a healthier community	3
	Vulnerable people are helped to live independently	2
	More working with the Community	4
Environment: Decarbonising and Safeguarding our World	Our Occupiers are more satisfied	2
	Carbon emissions are reduced	5
	Climate Impacts are reduced	5
	Safeguarding the natural environment	5
	More buildings are certified	5
	Sustainable Procurement is promoted	5
Innovation: Promoting Social Innovation	Resource efficiency and circular economy solutions are promoted	5
	Social innovation to support responsible business	4
	Addressing Needs and Priorities as identified by stakeholders	3
	Social innovation to enable healthier safer and more resilient communities	3
	Social innovation to safeguard the environment and respond to the climate change	4



## Scoring Methodology

Responses will be assessed using one, some or all of the following methods:

### Pass/Fail

Evaluation criteria assessed on a pass/fail basis are those where meeting the requirement is essential to Applicant's ability to deliver the Contract. They will usually relate to questions where a Yes or No response can be provided. The ability to meet the requirement will achieve a Pass and the Applicant will achieve a fail where they are unable to meet the requirement.

Where an Applicant fails one or more Pass/Fail questions they will be deselected from participating further in the process and will be notified accordingly.

The question will also set out how the Applicant should evidence their ability to meet the requirement, this will be either:

- within their responses to the Award questions; or
- During due diligence prior to contract award.

If the Applicant does not evidence ability to meet the requirement the response will be considered to be a fail and the Applicant will be deselected from participating further in the process and will be notified accordingly.

### Zero to Five Scoring

Evaluation criteria assessed on a scoring basis will be evaluated using the zero to five scoring system in the table below.

<b>Score 5</b>	<b>Excellent</b>	<b>Exceeds the requirement.</b> Exceptional demonstration by the Applicant of the relevant ability, understanding, experience, skills, resource & quality measures required to deliver the Contract. Response identifies factors that will offer significant added value and/or innovation, with evidence to support the response.
<b>Score 4</b>	<b>Good</b>	<b>Satisfies the requirement with minor additional benefits.</b> Above average demonstration by the Applicant of the relevant ability, understanding, experience, skills, resource & quality measures required to deliver the Contract. Response identifies factors that will offer potential added value, with evidence to support the response.
<b>Score 3</b>	<b>Acceptable</b>	<b>Satisfies the requirement.</b> Adequate demonstration by the Applicant of the relevant ability, understanding, experience, skills, resource & quality measures required to deliver the Contract, with sufficient evidence to support the response.
<b>Score 2</b>	<b>Minor Reservations</b>	<b>Minor reservations on the Applicant's ability to satisfy the requirement.</b> Some minor reservations of the Applicant's relevant ability, understanding, experience, skills, resource & quality measures required to deliver the Contract, with little or no evidence to support the response.

<b>Score 1</b>	<b>Serious Reservations</b>	<b>Major reservations on the Applicant's ability to satisfy the requirement.</b> Considerable reservations of the Applicant's relevant ability, understanding, experience, skills, resource & quality measures required to deliver the Contract, with little or no evidence to support the response.
<b>Score 0</b>	<b>Unacceptable</b>	<b>Does not meet the requirement.</b> Does not comply and/or insufficient information provided to demonstrate that the Applicant has the ability, understanding, experience, skills, resource & quality measures required to deliver the Contract, with little or no evidence to support the response.

The scoring system is based on the Applicant's ability to fully satisfy the requirement and provide sufficient evidence to support their response.

Where an Applicant's response is considered to have achieved a score of three, a further assessment will be made to determine whether the response has met the criteria required for a score of four or five to be awarded.

**Please Note:** Where an Applicant's response is considered not to satisfy the requirement and/or adequately demonstrate the ability to deliver the Contract the maximum score achievable will be two, regardless of whether the Applicant exceeds the requirement in relation to some aspects of their response.

The scoring system awards the highest marks to those Applicants who, in addition to fully satisfying the requirement, demonstrate to a high level they have the relevant ability, understanding, experience, skills, resources and quality measures in place and/or offer added value or innovative solutions.

#### Scoring Example:

Applicant	Assessment	Score
Applicant A	Fully satisfies the requirement and provides sufficient evidence to demonstrate their ability to deliver the contract	3
Applicant B	Fully satisfies the requirement, provides sufficient evidence to demonstrate their ability to deliver the contract and offers some potential added value.	4
Applicant C	Only meets some of the requirements, provides adequate evidence to demonstrate their ability to meet those requirements satisfied within the response and offers some added value and innovation in relation to aspects of their offer.	2
Applicant D	The Applicant says they fully satisfy the requirement, but provides insufficient evidence to demonstrate relevant ability, understanding, experience, skills, resource & quality measures required to deliver the Contract.	2

#### Weightings

Where any questions have been given a weighting, that weighting will be applied to the scores awarded.

## 1. Quality / Technical Questions

	Question Areas	Question Weighting A	Evaluated Score B	Weighted score Ax(B/5)
1	Financial Control:	20		
2	Social value:	10		
3	Project Delivery	10		
4	Design Management	10		
	Total	50		

## 2. Commercial

Using the commercial return workbook, the commercial elements are added up to provide a total commercial sum. The lowest return is awarded the full weighted score (50%). The other mini competition returns are scored in relation to the lowest return as below:

$$\frac{\text{Lowest Cost}}{\text{Tendered Cost}} \times \text{Weighting}$$

Example: Assume commercial is weighted at 40%. If the total cost (of the fee bid exclusive of the Net construction Cost) from the lowest tender was £500,000 and the next lowest tender was £600,000 then the actual score for the second lowest supplier's submission on this question will be :

$$\frac{£500,000}{£600,000} \times 40\%$$

Resulting in a score of **33.33%**.

## Appendix 2 - Commercial Workbook

### Southern Construction Framework Commercial Return Workbook

Rev. 4.0 - April 2020

<b>Project Name</b>	Insert Name of Project
<b>Contractor Name</b>	Insert Name of Contractor
<b>Lot</b>	1 - South West
<b>Contract</b>	NEC
<b>Basis of PSCA fee bid</b>	Percentage
<b>Basis of Construction fee bid</b>	Percentage



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**Net Construction Cost**

The project information is taken from your MC1 project information tab

Design rates are split into Pre-construction and Construction, and included in separate totals below

This pays for the contractor's staff during the pre-con period, with the standard OH/P / Fee applied and added to your PSCA

Construction phase management costs with the standard OH/P / Fee applied, which is the staffing part of the contract preliminaries. The plant/works costs element of this will be compiled open-book during the pre-con period

Any extra/bespoke items are totalled here (but cannot be marked in the tender. The prelims here cannot be included in the totals as an estimate is already in the Net Construction cost in the MC1

The totals in here are estimates of your PSCA and construction contract sums, based on your current net construction cost estimate, with either your lump sum fees or your percentage fees added depending on your choices in MC1. Fee bands cannot be changed later if a project value changes.

Only use this figure for MC2 scoring purposes

Pre-Construction Design Rate	% Bid	Lump sum bid
RIBA 0 & 1		£0
RIBA 2		£0
RIBA 3		£0
RIBA 4		£0
<b>Construction Stage Design Rate</b>		
RIBA 5 to 7		£0
<b>Pre-Construction Management Rate</b>		
RIBA 0 & 1		£0
RIBA 2		£0
RIBA 3		£0
RIBA 4		£0
<b>Pre-Construction Fees</b>		
Direct Fee (NEC Contracts)		£0
Sub-contracted Fee (NEC Contracts)		£0
<b>Construction Management Rate</b>		
Senior Management		£0
Head Office Support		£0
Estimating/Planning		£0
Site Commercial Mng		£0
Site Mng		£0
Engineering Staff		£0
General Operatives		£0
<b>Construction Fees</b>		
Direct Fee (NEC Contracts)	0.00%	£0
Sub-contracted Fee (NEC Contracts)	0.00%	£0
Additional Pre-Con (if requested)	0.00%	£0
Additional Construction (if req.)	0.00%	£0
<b>Stages 1-4 Management and Fees (or %) inc. design if required</b>		£0
<b>Construction Cost inc. Management and Fees</b>		£0
<b>Project Budget - total of PSCA and Construction Cost (or %)</b>		£0
Prelims (stage 4+ projects on req.)	£ -	0.00% £0
<b>Total bid amount (for MC2 scoring)</b>		£0

## How the Pre-Construction Services Agreement is Calculated

(You will have confirmed whether this lump sum will prevail or whether this will be re-calculated from the tendered percentage as the project cost is refined)

### Southern Construction Framework Commercial Return Workbook

Rev. 4.0 - April 2020



Shaping public construction

Net Construction Cost

Contractors complete the percentage rate cells which are converted to lump sums for budget costs using your **net construction cost** estimate

Then...

The design rate for stages 1-4 (or as requested from current design stage of project) - if applicable

Are added to...

The management rate for stages 1-4 (or as requested from current design stage of project)

Then...

Overheads + Profits or Fees (depending on your form of contract\* from MC1 are applied)

Then...

A stage 1-4 cost is generated to be taken forward to the PCSA, (any additional services, if requested, will be added to this figure in the PCSA)

**\*For NEC Contracts:**

The **Indirect fee** is applied to subcontract work (**The Design Rate**)

The **Direct fee** is applied to the main contractor's staff (**The Management Rate**)

Project Name	Insert Name of Project
Contractor Name	Insert Name of Contractor
Lot 1 - South West	
Contract	NEC
Basis of PCSA fee bid	Percentage
Basis of Construction fee bid	Percentage

Pre-Construction Design Rate	
	RIBA 0 & 1
	RIBA 2
	RIBA 3
	RIBA 4

Construction Stage Design Rate	
	RIBA 5 to 7

Pre-Construction Management Rate	
	RIBA 0 & 1
	RIBA 2
	RIBA 3
	RIBA 4

Pre-Construction Fees	
	Direct Fee (NEC Contracts)
	Sub-contracted Fee (NEC Contracts)

Construction Management Rate	
	Senior Management
	Head Office Support
	Estimating/Planning
	Site Commercial Mng
	Site Mng
	Engineering Staff
	General Operatives

Construction Fees	
	Direct Fee (NEC Contracts)
	Sub-contracted Fee (NEC Contracts)

Additional Pre-Con (if requested)	
Additional Construction (if req.)	

Stages 1-4 Management and Fees (or %) inc. design if required	
	Construction Cost inc. Management and Fees
	Project Budget - total of PCSA and Construction Cost (or %)

Prelims (stage 4+ projects on req.)	£	-
Total bid amount (for MC2 scoring)		

% Bid	Lump sum bid
	£0
	£0
	£0
	£0

	£0
--	----

	£0
	£0
	£0
	£0

	£0
	£0

	£0
	£0
	£0
	£0
	£0
	£0
	£0

0.00%	£0
0.00%	£0

0.00%	£0
0.00%	£0

	£0
	£0
	£0

0.00%	£0
	£0

Then...

Are added to...

The management rate for stages 5-7 (this is the 'people' part of the works contract preliminaries, the plant and works parts of the total cost is included in the net construction cost estimate), then...

Overheads + Profits or Fees (depending on your form of contract\* from MC1 are applied to both the above rates

then...

An estimate of the construction contract value, based on your net construction cost estimate and the rates/fees is generated and shown below

### Preliminaries:

Any requested Preliminary Items are **not** added to the total as the preliminaries are included within the Net Construction Cost submitted at MC1 and used to populate this bid

	£0
	£0
	£0
0.00%	£0
	£0



## Appendix 3 - Changes to / Additional Project Description and Information

Please note the following items which are appended as separate documents:-

- Initial drawings including drawing issue sheet
- Overall Programme
- Outline Cost Plan
- Indicative Phasing for the Project

Please also note the following key items in relation to the JCT Standard Building Contract Without Quantities (SBC/XQ 2016) for this Project:-

- Clause 2.38 Rectification Period - to be 12 months from overall completion date
- Clause 6.4.1 Contractor's Public Liability Insurance - Minimum £ 10 M
- Clause 6.7 Works Insurance - Insurance Option C applies  
and Schedule 3
- Clause 7.2 Assignment - Clause 7.2 will apply
- Clause 7.3.1 Performance Bond - is required - SCF Performance Bond to be used
- Clause 7.3.2 Parent Company Guarantee - is required - SCF Parent Company Guarantee to be used
- Clause 7.4 Third part Rights and Collateral Warranties - It is intended to use the SCF Provider's Collateral Warranty for this Project. The Commissioning Authority will be Torbay Council.

Collateral Warranties for any Sub-Contractors who have Contractor Design will also need to have these beneficiaries listed, as well as the Commissioning Authority.

## Appendix 4 - Schedule of Pre Construction and Construction Duties

All Duties as listed in SCF Standard Contractor Duties for design and construction.

## Appendix 5 - Attendance Schedule

	ITEM	Main Contractor Supply	Sub-Contractor Supply	NOTES
1	Provision of shared welfare	X		
2	Space for huts and offices for Sub-Contractors	X		
3	Provision of huts and offices for Sub-Contractors	X		
4	Provision of secure store	X		
5	Provision of space for / protection of materials and plant	X		
6	Special access / hardstanding	X		
7	Unloading materials and plant under S/C supervision	X		
8	Distribution of materials / plant to proximity of works.	X		
9	Hoisting / crange	X	X	
10	Standing scaffold	X		
11	Special scaffold		X	
12	Special scaffold / guard rails		X	
13	Access scaffold for work up to 3.5m above floor level	X		
14	Water for the works from a central standpipe	X		
15	Main power supply and 110v distribution	X		
16	General lighting	X		
17	Task lighting		X	
18	Small tools		X	
19	Provision / taking site dimensions	X		
20	Setting out	X		
21	Working / detail drawings and printing costs		X	
22	Marking out builders work		X	
23	Specific humidity / temperature levels	X	X	
24	Fuel for testing		X	

25	Protection of unfinished / completed work until handover	X	X	
26	Provision of waste skips for non-hazardous rubbish	X	X	
27	Depositing of non-hazardous rubbish into skip	X	X	
28	Removal from site of hazardous waste		X	
29	Clean down on completion of Sub-Contract works.		X	
30	Final clean down of the Works	X		
31	Clean up areas regularly	X	X	
32	Onsite Labourers/Gangers	X		
33	Temporary works / materials	X		
34	Car parking	X		
35	As installed drawings	X	X	
36	O&M Manuals / as built drawings	X	X	
37	Testing / test equipment	X	X	
38	Safety equipment & PPE	X	X	
39	Provision of trained plant operators	X	X	
40	Banksman for lorry operations	X	X	

## Appendix 6 - Feedback on the submission

Questions	Winner Score	Contractor Score	Comments
1			
2			
3			
4			
5			