



**GOSPORT**  
Borough Council

# New Build Housing Development Consultants

## **Schedule 1 - Information to Tenderers**

**March 2021**

## **PART 1 - INFORMATION**

### **1. Introduction**

- 1.1. Gosport Borough Council hereinafter referred to as the '*Client*' wishes to enter into a professional services contract, hereinafter referred to as a contract.
- 1.2. The *Client* is seeking a Fee Proposal for multi-disciplinary consultancy services to undertake the design and delivery of new build affordable housing in the borough.
- 1.3. The site addresses is as follows:

#### **Site 1 - Stoners Close**

Address: Former garage site to the north of Stoners Close  
Accessed via Tukes Avenue  
Gosport  
PO13 0SA

#### **Site 2 - Russell Street**

Address: Land to south of 43 Russell Street  
Junction of Russell Street and Donnelly Street  
Gosport  
PO13 0SE

#### **Site 3 - Glebe Drive**

Address: Land to the south of flat 42/48 Glebe Drive  
Glebe Drive  
Gosport  
PO13 0HN

#### **Site 4 - Wheeler Close**

Address: Land surrounding and adjacent to 1-4 Wheeler Close  
Wheeler Close  
Gosport  
PO12 4SH

#### **Site 5 - Stanley Close**

Address: Site 1  
Land to the south of 39 Stanley Close  
Stanley Close

Gosport  
PO12 4AJ

Site 2

Land to the west of 28 Stanley Close  
Stanley Close  
Gosport  
PO12 4AJ

Site 3

Land to the south of 15 Stanley Close  
Stanley Close  
Gosport  
PO12 4AJ

**Site 6 - Shamrock Close**

Address: Land to east of 8 Shamrock Close  
Shamrock Close  
Gosport  
PO12 1NE

**Site 7 - Bridgemary Road**

Address: Site 1

Land adjacent to 61 Bridgemary Road  
Gosport  
PO13 0UH

Site 2

Land adjacent to 43 Bridgemary Road  
Gosport  
PO13 0UH

- 1.4. The work will assist the *client* in providing services for the following:
- Multi-disciplinary professional services covering RIBA work stages 2 to 7 in connection with the design and delivery of new building affordable housing to the 7no. sites outlined under 1.3.
- 1.5. The winning tenderer hereinafter referred to as the '*Consultant*' is required to undertake to provide the *services* and to operate in co-operation with the *Client*. The *Consultant*, all *Sub-Consultants* and any *Contractors* will work collaboratively for the efficient and effective delivery of the *Client's* service requirements and objectives.

- 1.6. It is envisaged that at the outset of the contract the *Consultant* will be managed by the nominee of the *Client*, hereinafter referred to as the *Project Manager*.
- 1.7. It is the *Client's* intention to commence the contract for the aforementioned services using the NEC4 Professional Service Contract based on a **fixed fee proposal**.
- 1.8. The *Consultant* will be required to price each Site and RIBA work stage on a standalone basis and there will be break clause at the end of each work stage for each site, should the *Client* no longer wish to proceed.
- 1.9. The *Consultant* will be required to submit hourly rates for the *Consultant* and any *Sub-consultant* in the *staff rates* schedule for use in calculating fees for any untendered *services*.
- 1.10. It is anticipated that the Contract will commence on **Monday 25<sup>th</sup> October 2021**.

## **2. Transfer of Undertakings (Protection of Employment) Regulations (TUPE)**

- 2.1. TUPE is not applicable in this instance.

## **3. Clarification**

- 3.1. Any query or question regarding this process should be issued as correspondence via the Proactis tendering system at the tenderers earliest convenience.

## **4. Work in Progress**

- 4.1. Whether the *services* upon expiry or termination of the contract will remain with the *Consultant* until completion of the commissions in progress or be passed on to any subsequent *Consultant* shall be determined by the *Client*.

## 5. Procurement Timetable

5.1. Set out below is the proposed procurement timetable. This is intended as a guide and, whilst the *Client* does not intend to depart from the timetable, it reserves the right to do so at any time.

Task	Deadline
Procurement documents including SSQ published	Wednesday 31 <sup>st</sup> March 2021
FTS Contract Notice submission	Wednesday 31 <sup>st</sup> March 2021
SSQ submission deadline	Thursday 13 <sup>th</sup> May 2021 12:00
SSQ evaluation / consultant shortlist complete	Tuesday 15 <sup>th</sup> June 2021
Consultant Invitation to Tender Period starts	Monday 21 <sup>st</sup> June 2021
Request for clarification deadline	Friday 16 <sup>th</sup> July 2021 12:00
Tender submission deadline	Friday 30 <sup>th</sup> July 2021 12:00
Interviews	w/c 9 <sup>th</sup> August 2021
Preferred Bidder Notice issued	Monday 13 <sup>th</sup> September 2021
Standstill period	Tuesday 14 <sup>th</sup> September 2021 - Midnight Friday 24 <sup>th</sup> September 2021
Contract award	w/c Monday 27 <sup>th</sup> September 2021
Works commencement	Monday 25 <sup>th</sup> October 2021
Works complete	TBC - Aim for works to start on site by end of 2022

## PART 2 - TENDER SUBMISSION

### 6. Introduction

6.1. Once the *Consultant's Offer* is returned, this and the documents listed below shall form part of the contract hereinafter referred to as *The Contract Documents*;

- Schedule 1: Information to Tenderers;
- Schedule 2: Contract Data;
- Schedule 3: Consultants Contract Data, Offer and Price List;
- Schedule 4: Scope of Service
- Supporting Tender Documents

#### Drawings

- Site 1 - 1057 - Stoners Close - SK01
- Site 1 - 1057 - Stones Close - SK11
- Site 1 - 1057 - Stoners Close - SK21
- Site 2 - 1201 - Russell Street - SK01B
- Site 3 - 1067 - Glebe Drive SK01
- Site 3 - 1067 - Glebe Drive SK11
- Site 3 - 1067 - Glebe Drive SK21
- Site 4 - Wheeler Close
- Site 5 - 1080 - Stanley Close Site 1 SK11
- Site 5 - 1080 - Stanley Close Site 1 SK21
- Site 5 - 1078 - Stanley Close Site 2 SK11
- Site 5 - 1078 - Stanley Close Site 2 SK21
- Site 5 - 1079 - Stanley Close Site 3 SK11
- Site 5 - 1079 - Stanley Close Site 3 SK21
- Site 6 - 1070 - Shamrock Close SK01
- Site 6 - 1070 - Shamrock Close SK11
- Site 6 - 1070 - Shamrock Close SK21
- Site 7 - 1076 - Bridgemaary Road Site 1 SK11
- Site 7 - 1076 - Bridgemaary Road Site 1 SK21
- Site 7 - 1077 - Bridgemaary Road Site 2 SK11
- Site 7 - 1077 - Bridgemaary Road Site 2 SK21

- Risk Register - Tender
  - Appendix 1 - Commitment to Equality & Diversity
- 6.2. The *Consultant* should check carefully that they have received all of the above documents. Any omissions or deficiencies must be reported immediately to the *Client* and the *Project Manager*.
- 6.3. The *Consultant* is responsible for satisfying themselves as to the sufficiency and accuracy of the information provided. The *Consultant* will be deemed to have satisfied themselves before submitting a Fee Proposal as to:
- the nature and scope of the *services* to be carried out;
  - the resources in all respects necessary to carry out the *services*;
  - the obligations accepted by the *Consultant* in entering into a contract for the provision of the *services*;
  - all incidental and contingent expenses to provide the *services*.
- 6.4. It is the responsibility of the *Consultant* to obtain for themselves at their own expense any additional information necessary for the preparation of their Fee Proposal and to bear all other costs associated with the preparation and submission of the Fee Proposal.
- 6.5. Any company invited to tender for the services that does not intend to submit a tender must notify the *Client* immediately.
- 6.6. If it is found necessary to amend the contract documents prior to the date of the submission of the Fee Proposal, the *Client* will issue amendments via the Proactis system to the *Consultant* who **must** acknowledge receipt of each contract amendment.
- 6.7. Any representations made by our officers or Consultants that appear to change materially any portion of the contract shall not be relied upon unless ratified by a written amendment as detailed above.
- 6.8. Under no circumstances may the Tenderer enter upon any parts of the *Client's* property, which are not open to members of the public, without being conducted by an authorised representative of the *Client*. The Tenderer may be asked to sign a Form of Indemnity before entering such property. The Tenderer can request accompanied visits to the sites.

## 7. Preparation of Fee Proposal Submission

7.1. The *Consultant* should note that they are required to submit the following documents:

- Schedule 2: Contract Data - Part Two Data Provided by the Consultant
- Schedule 3: Consultants Offer and Price List which forms the Fee Proposal
- Activity Schedule fully priced as described in Schedule 3 – Services Information Part 4
- Responses to the Quality Submission as detailed in Schedule 1 - Information to Tenderers - Part 3 Tender Evaluation

7.2. The Fee Proposal total shall be net of Value Added Tax.

7.3. Tenders must be submitted by completing the document *Schedule 3: Consultants Contract Data, Offer and Price List* and uploading it to the Proactis portal along with the supporting quality document that forms part of the tender submission.

7.4. No other addition or alteration to the form or the Conditions of Contract is permitted without the consent of the *Client*.

7.5. Variant or qualified tenders may be considered but in any event only if submitted together with the fully completed unqualified tender as required by the tender documents to enable 'like for like' bid evaluation. In addition, variant or qualified tenders must themselves be supported with documentation which fully indicates how the tenderer proposes to undertake the Contract in the alternative fashion offered.

7.6. The *Client* may accept a tender other than the lowest, or any item or items from a tender, or accept no tender at all.

7.7. A Tenderer who alters or withdraws their tender within three months following the closing date for submission, may, if the *Client* so determines, be debarred from tendering for contracts of the *Client* for three years.

7.8. Any Tenderer who:



- Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangement with any other person; or
- Communicates to any person other than the *Client* the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation and / or completion of the Tender); or
- Enters 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
- Offers or agrees to pay or give or does pay or give 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; will (without prejudice to any other civil remedies available to the *Client* and without prejudice to any criminal liability which such conduct by a Tenderer may attract) be disqualified.

7.9. The successful tenderer and the unsuccessful tenderers will be notified in writing during September 2021.

7.10. The Tender and all accompanying documents shall be returned via the Proactis system not later than **12:00 noon on Friday 30<sup>th</sup> July 2021.**

- **No tenders received after this fixed date and time will be considered.**
- **Tenders will be disqualified if they do not conform to all the above.**

7.11. Tenderers may be invited to attend an interview and give a short presentation, such interviews will be scheduled to take place on an agreed date in the week 9<sup>th</sup> - 13<sup>th</sup> August 2021 and will be held virtually via MS Teams.

7.12. The purpose of the interview/presentation will be for the Consultant team to present their initial design concepts that form part of their tender quality submission providing further background and rationale to them. It will also offer an opportunity to the Client team to meet prospective Consultants to explore the validity of the initial evaluation and confirm the Client's understanding of the Consultant's proposals, and where appropriate to probe issues into greater depth.

- 7.13. No new criteria or weightings will be introduced. Moreover, no separate marks are 'reserved' for award at this stage. Instead, the Client will use the interview/presentation responses as a basis on which to 'moderate' up or down, the scores originally awarded when the tenders were evaluated.
- 7.14. The number of Tenderers invited to interview/presentation will solely depend upon the initial evaluation of Tenderers' bids, consequently the Client cannot commit to any numbers at this stage. Where attendance at the interview/ presentation will have no bearing on the final outcome for specific tenderers, they will not be invited.
- 7.15. Any Tenderer who directly or indirectly canvasses any of our Members, Officers or Representatives of the *Client* concerning the award of the Contract for the provision of the *services* or who directly or indirectly obtains or attempts to obtain information from any such Member, Official, Representative or any of our employees concerning any other Tender or proposed Tender for the *services* is likely to be disqualified.

## **8. Acceptance of Fee Proposal**

- 8.1. The Tender remains open for consideration for 120 days from the date fixed for the submission or lodgement of tenders.
- 8.2. The lead *Consultant* will be required to execute a formal contract and, until such execution, the *Consultant* together with the *Client's* written acceptance thereof shall form a binding agreement between the parties in the terms of the Contract Documents.
- 8.3. All information supplied by the *Client* in connection with this Request for Fee Proposal shall be regarded as confidential and must not be disclosed to a third party without express permission in writing. Unauthorised disclosure will disqualify both the tenderer and those to whom they have passed the information.

## **9. Miscellaneous**

- 9.1. The *Client* will not be held liable for any costs incurred during the Fee Proposal preparation; all costs to be borne by the *Consultant*.
- 9.2. A check to validate that submitted tenders comply fully with the Instructions for Tendering will be carried out.

**Any submissions that are considered by the *Client* not to do so will be rejected and the tenderer notified as to the reasons why.**

## **10. Freedom of Information Act**

- 10.1 Information in relation to this tender may be made available on demand in accordance with the requirements of the Freedom of Information Act 2000.
- 10.2 Tenderers should state in their Tender Submission Form if any of the information supplied by them is confidential or commercially sensitive or should not be disclosed in response to a request for information under the act. Tenderers should state why they consider the information to be confidential or commercially sensitive. This will not guarantee that the information will not be disclosed but will be examined in the light of the exemptions provided in the act.
- 10.3 It is important to note that information may be commercially sensitive for a time, for example, during a tender process, but afterwards it may not be. The timing of any request for information may be extremely important in determining whether or not information is exempt. However Tenderers should note that no information is likely to be regarded as exempt forever.

## PART 3 - TENDER EVALUATION

### 11 Introduction

11.1 The successful tenderer will be selected on the basis of the most economically advantageous tender submission in terms of technical, financial and commercial evaluation criteria. The determination will be on the basis of:

- **Price 40%**
- **Quality 60%**

11.2 The quality submission will be scored against the criteria listed below and may be subject to an interview where potential consultants will be required to present their proposals to the *Client's* project board. The purpose of the interview will be to clarify the information supplied in the quality submission.

Tender Evaluation Breakdown		
Section		Weighting
1	Quality	60%
1.1	<b>Project Team</b> <ul style="list-style-type: none"><li>• Details of the proposed project team including any sub consultants required to complete the scheme.</li><li>• The project team structure must be presented in flow chart format clearly showing lines of responsibility.</li><li>• Where sub-consultants are to be used details of relationships should be given making reference to previous schemes delivered together.</li><li>• You must also provide CVs for the key members of the project team outlining qualification, professional memberships and relevant project experience.</li></ul>	15
1.2	<b>Programme</b> <ul style="list-style-type: none"><li>• Provide a project programme in MS Project format or PDF.</li><li>• The programme should outline all key activities required of the consultant team for the duration of the project.</li><li>• The consultant should propose how they wish to phase the different sites depending on their available resources. For example they may wish to run them concurrently, phase them in groups or run them one after the other. An outline rationale should be provided for the chosen option.</li></ul>	5

	<ul style="list-style-type: none"> <li>• Key milestone points should be identified.</li> <li>• Client review should be allowed for including 4 week periods prior to the submission of planning applications, issue of tender and prior to contract award.</li> <li>• A high level assessment of the construction period for each site should also be included within the programme.</li> <li>• Whilst the client is keen to progress the projects they wish gain a better understanding of the overall project timescales therefore the programme should be realistic and present achievable timescales.</li> </ul>	
1.3	<b>Outline Design</b> <ul style="list-style-type: none"> <li>• For Site 4, Wheeler Close, the Consultant should provide a high level appraisal of the site in order to convey options and design concepts with outline proposals where relevant.</li> <li>• The type and level of information to be submitted will be left to the Consultant to decide however it may include; <ul style="list-style-type: none"> <li>○ Site appraisals</li> <li>○ Design statements</li> <li>○ Architectural drawings / 3D Images</li> <li>○ Environmental / sustainability factors</li> <li>○ Budget costings</li> </ul> </li> </ul>	30
1.4	<b>Added Value</b> <ul style="list-style-type: none"> <li>• The Consultant should outline any added value that they can bring to project, Gosport Borough Council or the wider community.</li> <li>• The breadth and scope of elements within this section will be up to the Consultants' to consider.</li> </ul>	5
1.5	<b>Risk Register</b> <ul style="list-style-type: none"> <li>• The Consultant should review supplied Risk Register document and provide response to mitigate and manage the risk as well as highlighting any additional risks that they foresee.</li> </ul>	5
2	<b>Cost</b>	<b>40%</b>
2.1	<b>RIBA Workstages 2-7</b> <ul style="list-style-type: none"> <li>• A fully inclusive fixed fee should be provided for each site based upon providing services as required under RIBA Workstage 2 - 7.</li> </ul>	<b>35%</b>

	<ul style="list-style-type: none"> <li>The consultant should also provide a priced Activity Schedule. The schedule should outline the key tasks to be undertaken for each Workstage and an estimate of the number of hours required of each consultant, broken down by experience level/hourly rates (i.e. Director, Associate etc).</li> </ul>	
<b>2.2</b>	<b>Feasibility Study</b> <ul style="list-style-type: none"> <li>A fixed fee for providing a feasibility study for each for the 7no. sites listed.</li> </ul>	<b>2.5%</b>
<b>2.3</b>	<b>Hourly Rates</b> <ul style="list-style-type: none"> <li>The Consultant should also provide hourly rates to be used in the event of additional services being required outside of the original tendered scope of service. Rates should be provided for the following levels of staff; <ul style="list-style-type: none"> <li>○ Director</li> <li>○ Associate</li> <li>○ Senior Professional</li> <li>○ Professional</li> <li>○ Graduate / Junior</li> </ul> </li> </ul>	<b>2.5%</b>

11.3 Responses to the technical/quality questions will be scored in accordance with the criteria and scoring rationale set out below in this document.

11.4 Tenderer's failing to meet any of the essential requirements set out in the documentation may be excluded from the evaluation process and consideration for award of contract.

11.5 Scoring rationale to be applied:-

In assessing the responses to the assessment of scored elements a normalised scoring methodology will be applied, with each response being given a score from 0-5 in line with the criteria set out within the table below. 0 being the lowest and 5 being the highest.

Where assessment of a response falls between the criteria definitions below the *Client* may increase or decrease scores by 0.5 accordingly.

Score will be awarded on the basis of the following criteria:

Score	Criteria
5	Excellent - offers more than the expected level of quality / capability, in a way that delivers clear additional benefits to the Client.
3	Good – fully satisfactory, appears to meet all the expected level of quality / capability in all aspects
2	Fair - demonstrates some merit and adequately meets the expected level of quality / capability but, in one or more aspects, suggests minor shortcomings of understanding or approach which may have a minor impact on service delivery or performance.
1	Poor - information provided however fundamentally fails to meet the expected level of quality / capability in one or more aspects, which may have a significant impact on service delivery or performance.
0	Unacceptable - No information provided or an entirely unacceptable or irrelevant response with significant shortcomings.

Where a Consultant fails to achieve a minimum score of 1 in relation to any of the criteria, the *Client* reserves the right to set the SSQ aside and not assess it any further.

- 11.6 The lead *Consultant* should complete the Price List providing a lump sum price for completion of each Workstage as per the scope and as detailed in the Price List. Costs should include all necessary sub-consultants fees. Hourly rates should also be provided to be used in the event of additional services being required outside of the original quotation.
- 11.7 Each fixed fee section of the services must be broken down by hours allocated by skill level. Payment will be subject to the successful completion of each section of the services and will be made 30 days following receipt of an acceptable invoice.
- 11.8 Where the Consultant identifies additional tasks that are not included in the original Price List these should be added to the Price List and costs apportioned as necessary.
- 11.9 The *Consultant's* expenses, eg, travel time, printing etc are to be included in their lump sum price for the project.

- 11.10 The Consultants fee is to be a lump sum fixed price based upon the activities outlined and required to undertake the project. Should the estimated construction cost or contractor tender increase the Consultant fees will not be able to be adjusted.
- 11.11 The Client reserves the right to terminate the contract upon completion of each work stage for each site should matters arise that prevent the project proceeding (i.e. planning permission is not obtained) or if the project is deemed unaffordable by the client.
- 11.12 Should the Client decide to not proceed with the project at any point, Consultant fees will be paid up until the relevant submitted report only.



## **PART 4 – KEY PERFORMANCE INDICATORS**

### **1.0 The Key Performance Indicators**

- 1.1 The *Consultant* will be measured throughout the *Services Period* using the following KPIs:

#### **KPI 1 Performance to Specification & Contractual Offer**

- Design Quality
- Completion on Time
- Completion on Budget
- Technical innovation

#### **KPI 2 Customer Perception**

- Customer satisfaction
- Communication
- Flexibility and attitude

#### **KPI 3 Business Process**

- Invoicing
- Problem resolution
- Contract Administration

### **2.0 Scoring**

- 2.1 The *Client* will score all KPIs with each KPI being scored out of 10, 1 being poor and 10 being excellent, this score will then be converted to a percentage score for the KPI.

### **3.0 Expected Levels of Achievement**

- KPI 1 The *Consultant* is expected to achieve a minimum score of 70% throughout the *Services Period*.
- KPI 2 The *Consultant* is expected to achieve a minimum score of 70% throughout the *Services Period*.
- KPI 3 The *Consultant* is expected to achieve a minimum score of 70% throughout the *Services Period*.

#### **4.0 Compensation Payments**

- 4.1 For each of the KPIs, in respect of each measurement period where the *Consultant* fails to achieve the required score as detailed above he shall pay compensation to the *Client* at a rate of £100 for each 5 percentage points or part of, by which the score falls below the required level.

#### **5.0 Right of Termination by Reference to the KPI's**

- 5.1 The Consultant shall be deemed to be in material breach of the Contract for the purposes of Clause 90 if:

In two or more consecutive measurement periods the score against KPI 1, KPI 2 or KPI 3 falls below 70%.