

**Tender Information for the redevelopment of Foxhole, Dartington, Totnes, TQ9 6EB**

**Services: Project Management**

**Client: Dartington Hall Trust**

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**Introduction**

Dartington Hall Trust wish to appoint, through this tender, the consultancy services of a Project Manager as set out below.

The Foxhole redevelopment will provide flexible units for lease creating a business enterprise hub.

The appointment is on the basis of progressing the project from RIBA Stage 1 and enabling Dartington Hall Trust to tender to the other design team members and contractors.

**Background**

The location of the project is set with Dartington Hall Trust’s main grounds between the Great Hall and the Old Postern. The building itself is Grade II Listed (1219259), although is set within the curtilage of the Grade I Listed Dartington Hall (1108353) and is therefore considered of great historical significance.

Dartington Hall Trust have a rich history with the estate dating back to the 14th Century, although its modern history dates back to 1925 when Dorothy and Leonard Elmhirst purchased and transformed the estate into the cultural hub that it is today. The transformation included creating artistic workshops, theatres, manufacturing space, agricultural buildings and schools.

Foxhole is the latter and was built in the 1930s by renowned architect Oswald Milne in a distinctive Neo-Georgian style. The school was considered a progressive and liberal establish at the time with no uniforms, segregation and very few compulsory classes. Notable alumni include individuals who sit in the House of Lords.

The school closed in 1987 and has since been used for summer schools and short-term courses to continue the teachings and ethos of the Dartington Hall Trust.

**Project**

The building has fallen into disrepair due to lack of continuous use of the and requires a long-term sustainable solution. It is therefore proposed to redevelop the building as an enterprise hub to offer businesses a range of flexible business space for lease. The feasibility study is included in Appendix E

The project has been granted Listed Building Consent although may still require a formal planning application to be approved, negotiations have been ongoing between Dartington Hall Trust and South Hams District Council. The link below is to the listed building consent:

<http://apps.southhams.gov.uk/PlanningSearchMVC/Home/Details/180512>

It has been advised the project meets the criteria of the European Regional Development Fund (ERDF) who will therefore provide funding for the project.

**Services Required**

The services are defined further in Appendix D but includes RICS Project Management Services. The appointment will be made under the RICS short form contract.

The Contract Administration will be undertaken by the Project Manager. It is likely that a Construction Management or Management Contracting approach will be taken in respect of procurement and construction, and tenderers should price on this basis. This approach will enable the Client and Professional team to develop procurement packages which reflect the nature of some of the specialist skills required and the need to manage the overall project programme. The risk profile may appear greater with this approach since the Client and their team are managing more interfaces however a very experience team will be in place which will have direct and relevant experience with this approach.

In additional tenderers shall be required to have detailed knowledge of:

* ERDF, HLF, ACE, and EH funding rules and regulations
* Refurbishment and redevelopment of Listed buildings
* Requirements of arts, crafts and related business communities

**Project Timescales**

ERDF funding is avail until September 2019 with a further two years in which to complete the project (including payment of all retention sums). The procurement of the project team will be essential followed by the procurement of the contractor to ensure delivery by August 2019. Final completion of the project must be by August 2021.

Key dates are detailed below

* Appoint design team – September 2018
* Appoint contractor – January 2019
* Commence construction – February 2019
* Latest date for completion – August 2019

**Costs**

The cost for the provision of this service must be based on a fixed price - split into the stages set out in Appendix B. Payment terms will be up to 35 days from the receipt of a valid invoice and paid in accordance with these stages.

Preliminary indications estimate the total build cost to be circa £1.1M excluding fees and VAT.

Tenderers should set out any exclusions or additional costs/services that have not been included for in Appendix B.

**Tender Timescales**

The timescale for awarding this contract will be as followed:

* Publication – 7th September 2018
* Deadline for tender questions – 19th September 2018
* Deadline for tender receipt – (5pm) 24th September 2018
* Interviews for selected tenderers – 28th September 2018
* Date for award and notification – 5th October 2018

**Tender Instruction**

Tenderers shall register an expression of interest by sending an email to with the subject Vanessa.pike@dartington.org heading ‘Tender Registration’ detailing your company name, address, contact detail (including emails address and telephone).

You should ensure that the tender is completed in full by appropriately authorised persons within the bidding organisation. Please answer the questions specifically for your business not for the group, if you are part of a group of companies.

It is acknowledged that the services requested may be supplied by a consortium, partnership or sub contract. Where areas of the service are to be supplied by a sub-contractor then they should also complete a PQQ and responses must enable Dartington Hall Trust to assess the overall structure and relationships proposed.

The contract for this project will not require or permit any form of subcontracting except as described in your tender return. However, if during the course of this contract, the successful consultants believe that further subcontracting is required they must consult with Dartington Hall Trust.

Tenders should be sent without any marks, sign or reference which might indicate the name of the tenderer on the envelope. One hard copy and one full Abode pdf copy on a disk shall be sent to: FAO Vanessa Pike, Project Development Manager, Foxhole Procurement, The Dartington Hall Trust, The Estate Office, Dartington Hall, Dartington, Totnes, TQ9 6EL.

Bidders are asked to include a single point of contact in their organisation in the PQQ. Dartington Hall Trust or their agent shall not be responsible for contacting the bidder through any route other than the nominated contact. The bidder must therefore undertake to notify Dartington Hall Trust of any changes relating to the contact after the tender has been submitted.

**Tender Return**

The tenders will be evaluated as set out below. The following information is to be returned in the order below.

## Section I: Covering letter

Stating contact name for further correspondence, that the tenderer accepts all the Terms and Conditions of the Contract (Appendix C) and that there are no potential conflicts of interest which may occur should your company be selected. Maximum of two pages. (Pass/Fail)

## Section II: Completion of the PQQ (Appendix A).

The PQQ sections will be evaluated strictly on a pass or fail criteria. Only if all sections of PQQ are passed will an evaluation of the tender be undertaken. (Pass/Fail)

## Section III: Expertise (Total 70%)

* Please provide examples of two projects with CV’s for up to two key members of your proposed team in the last 5 years (maximum of two pages per project and two pages per CV) that demonstrate a track record of achievement against the tasks necessary to deliver the project brief (30%). Identified projects should indicate:
  + Scope of works
  + Client
  + Approximate cost of contract
  + Date of execution
* A statement demonstrating your understanding of public funding rules and regulations relevant to the project. Maximum of one page. (20%)
* A statement demonstrating your understanding of the project, its key risks and how you would ensure its delivery. Maximum of one page. (20%)

## Section IV: Commercial Proposal (Total 30%)

Please complete, sign and return the Form of Tender with your proposed fixed fee (split into the appropriate RIBA stages) inclusive of all disbursements and expenses.

The fees will be paid in the stages outlined in the Form of Tender annex and on satisfactory completion.

As mentioned above Dartington Hall Trust has a requirement to ensure compliance with a number of ERDF obligations when delivering the project. It is therefore incumbent upon Dartington Hall Trust to ensure that these requirements are carried out by any contractor that is appointed. Consequently, we are looking for a commitment within tenderers to assist with this. We do not consider that these requirements will be onerous.

**Tender Assessment**

Dartington Hall Trust are not bound to accept the lowest or any tender. This tender does not constitute an offer to enter into a contractual relationship.

Dartington Hall Trust or their agent will not reimburse any expense incurred by the tenderers in preparing their responses to this tender.

The successful tenderer will be required to enter into a formal contract with Dartington Hall Trust.

Sections I and II of the tender will be judged on a pass or fail criteria.

The remaining sections of the tenders will be evaluated with a 70% weighting on quality and 30% weighting on price.

Section III and IV of the tender will be judged using the percentage scores detailed in red with each question.

Please note the tender calls for page limits for each question.

Dartington Hall Trust will award a percentage of the marks depending upon their assessment of the applicant’s response. The following scoring will be used to assess the applicant’s response:

* 100% - excellent response; demonstrates a potentially clear understanding of the issue and expands on the response sought from the question.
* 80% - good response; provides an answer that shows understanding of the issue and that gives the impression of particular thought having been given to the answer.
* 60% - satisfactory response; an answer has been given but is either ‘off the shelf’ or is bland without thought being expressed.
* 40% - poor response; the answer provided is weak or does not attempt to fully answer the question.
* 20% - very poor response; the answer given does not answer the question or where an option to an answer is given, it has not been taken.
* 0% - totally inadequate; either no answer given or else it completely misses the point of the question.

Section IV, the commercial proposal, will be assessed by taking the tendered total cost. The average price of all tenders will be calculated and will be awarded 50%. The individual tenders will then be awarded points above and below the average percentage relative to their tender price.

**Tender Queries**

Tenderers shall register an expression of interest by sending an email to Vanessa.pike@dartington.org with the subject heading ‘Tender Registration’ detailing your company name, address, contact detail (including emails address and telephone).

If there is any query regarding the tender documents, the tendered shall set out such queries in writing for clarification by email to Vanessa.pike@dartington.org with the subject heading ‘Tender Query’.

There will not be any negotiations on any of the substantive terms of the tender documents. Only clarification queries relating to the tender documents will be answered to that particular registered tenderer.

During the tender period Dartington Hall Trust (or their agent) may issue tender amendments to clarify, modify or add to the tender documents. A copy of each tender amendment will be issued to all tenderers and will become part of the tender document.

Dartington Hall Trust reserves the right to award all, part or none of the contract.

**Disclaimer**

The issue of this tender documentation does not commit Dartington Hall Trust or their agent to award any contract pursuant to the bid process or enter into a contractual relationship with any provider of the service. Nothing in the tender documentation or in any other communications made between Dartington Hall Trust or their agent and any other party, or any part thereof, shall be taken as constituting a contract, agreement or representation between Dartington Hall Trust and any other party (save for a formal award of contract made in writing by or on behalf of Dartington Hall Trust).

Bidders must obtain for themselves, at their own responsibility and expense, all information necessary for the preparation of their tender responses. Information supplied to bidders by Dartington Hall Trust or their agent is supplied only for general guidance in the preparation of the tender response. Bidders must satisfy themselves by their own investigations as to the accuracy of any such information and no responsibility is accepted by Dartington Hall Trust or their agent for any loss or damage of whatever kind and howsoever caused arising from the use by bidders of such information.

Bidders shall be responsible for their own costs and expenses in connection with or arising out of their response to this tender response.

Tender responses and supporting documents shall be in English and any contract subsequently entered into and its formation, interpretation and performance shall be subject to and in accordance with the law of England and Wales.

Dartington Hall Trust or their agent reserves the right to vary or change all or any part of the basis of the procedures for the procurement process at any time or not to proceed with the proposed procurement at all.

Cancellation of the procurement process (at any-time) under any circumstances will not render Dartington Hall Trust or their agent liable for any costs or expenses incurred by bidders during the procurement process.

**Appendix A – Pre-Qualification Questionnaire**

**Section 1 – Administrative Information**

|  |  |  |
| --- | --- | --- |
| 1.1 | Trading Name of Business (and registered name if different): | |
| 1.2 | Contact Name and Position: | |
| 1.3 | Address: | |
| 1.4 | Telephone Number:      Fax Number:      E-mail: | |
| 1.5 | Registered Office Address (if different from 1.3): | |
| 1.6 | Company Registration Number (if applicable): | |
| 1.7 | Is the business a sole trader, partnership, private limited company, public limited company, co-operative, voluntary organisation or other? (Please specify) | |
| 1.8 | Year Business Began: | |
| 1.9 | Please confirm if the business is part of a group:        If yes, please provide a diagram of the group structure. | Yes / No  Enclosed |

**Section 2 – Economic and Financial Standing**

|  |  |  |
| --- | --- | --- |
| 2.1 | Please state the name and title of the person in your business responsible for financial matters. | Enclosed |
| 2.2 | Please confirm that we may obtain references from your bankers and provide their name and address. This may only be taken up in connection with the successful bidder. | Yes / No  Enclosed |
| 2.3 | Please give the name of the business’s insurer, policy number, extent of cover, expiry date in relation to Employer’s Liability Insurance and provide a copy of your Employer’s Liability Insurance Policy. Minimum insurance requirement £5M. | Enclosed |
| 2.4 | Please give the name of the business’s insurer, policy number, extent of cover, expiry date in relation to Public Liability (Third Party) Insurance and provide a copy of your Public Liability (Third Party) Insurance Policy. Minimum insurance requirement £5M. | Enclosed |
| 2.5 | Please give the name of the business’s insurer, policy number, extent of cover, expiry date in relation to Professional Indemnity Insurance and provide a copy of your Professional Indemnity Insurance Policy. Minimum insurance requirement £5M. | Enclosed |

**Section 3 – Health & Safety**

|  |  |  |
| --- | --- | --- |
| 3.1 | State the total number of employees: |  |
| 3.2 | If more than 5 employees, please enclose a signed copy of your Health and Safety Policy indicating when it was last reviewed and by whose authority it was published. | Enclosed |

**Section 4 – Equality Assurance & Environmental Management System**

|  |  |  |
| --- | --- | --- |
| 4.1 | Name of Director, Partner or person responsible for the implementation of the company’s Quality Assurance Policy: | Enclosed |
| 4.2 | Have you acquired any recognised Quality Assurance accreditation relevant to this contract? If yes, please provide details. If no accreditation is held, please provide evidence of your Quality Assurance policies/practices. | Yes / No  Enclosed |
| 4.3 | We are committed to sustainable development and the promotion of good environmental management. It is expected that the successful Tenderer will be committed to a process of improvement with regards to environmental issues.  Please provide evidence of your environmental sustainability policies/practices to ensure compliance with this. | Enclosed |

**Section 5 – Compliance with Equal Opportunities Legislation**

|  |  |  |
| --- | --- | --- |
| 5.1 | Is your business an employer? | Yes / No |
| 5.2 | We are committed to providing our services in a way which promotes equality of opportunity at every possibility. It is expected that the successful Tenderer will be equally committed to equality and diversity in its service provision and will ensure compliance with all anti-discrimination legislation.  Please provide evidence of your equality and diversity policies/practices to ensure compliance with this. | Enclosed |

**Section 6 – Signature**

|  |
| --- |
| WHEN THE QUESTIONNAIRE HAS BEEN COMPLETED, PLEASE READ AND SIGN THE SECTION BELOW    This undertaking is to be signed by the Applicant, a Director or authorised representative in their own name and on behalf of the business.    In signing this form, you certify that the information provided in the application is complete, accurate and true.  I understand and accept that any false information could result in exclusion from the tender process. |
| Signed: ………………………………………………………………..      For and on behalf of: ………………………………………………………………..      Date: ………………………………………………………………..    BEFORE RETURNING THIS APPLICATION PLEASE ENSURE THAT YOU HAVE:   * Answered all questions appropriate to your application * Enclosed all relevant documentation (with each sheet showing the business name and appropriate question number) * Signed the above undertaking |

**Appendix B – Form of Tender**

FORM OF TENDER

Strictly Confidential

FAO Vanessa Pike, Project Development Manager

Foxhole Procurement

The Dartington Hall Trust

The Estate Office

Dartington Hall Dartington Totnes

TQ9 6EL.

TENDER RETURN DATE: 5pm 24th September 2018

I/We having inspected this Tender Document relating to the services and hereby offer to carry out these services as set out in the tender documents to your entire satisfaction for the following fee proposal.

I/We have read and fully accept the all Terms and Conditions of the Contract.

I/We understand that you do not bind yourselves to accept the lowest or any tender.

I/We undertake to enter into a formal agreement for consultancy services.

Tenders are to be exclusive of VAT but inclusive of all expenses and disbursements.

Fee proposal:

| **RIBA Stage** | **Total Cost (excluding VAT)** |
| --- | --- |
| 2 |  |
| 3 |  |
| 4 |  |
| 5 |  |
| 6 |  |
| **Total** |  |

I/We believe that the following additional costs/services will be required to deliver this project:

|  |
| --- |
|  |

I/We have provided the following breakdown of the rates and times of staff below that will be required to deliver this project:

|  |
| --- |
|  |

Dated this ……..………day of …………………………………………2018

Signature: …………………………………………………………….

Capacity in which signed: …………………………………………………………….

Full Name of firm of Company: …………………………………………………………….

Company Registration Number: …………………………………………………………….

Address (for correspondence): …………………………………………………………….

Telephone No: …………………………………………………… Fax No: …………………………………………………………

**Appendix C – Contract**

To be the RICS Short Form of Contract subject to mutually agreeable amendments.

**Appendix D – Scope of Works**

The Project Manager shall provide the services to ensure that the project is delivered successfully, in a timely manner, and to budget.

General and specific responsibilities:

1. To act as Project Manager as defined by the RICS PM Schedule of Services.
2. To co-ordinate and manage the Project Team in an effective way.
3. Liaise with the project team (appointed under separate contract).
4. Organise, attend, chair and contribute to regular design team meetings and project visits.
5. Identifying and managing/resolving project issues, recommending action where appropriate.
6. Provide information and prepare a monthly progress report to the Client identifying amongst others:

* The updated cost plan indicating the expected outturn cost of the Project
* Update programme and expected delivery timescales
* The projected cash flow and actual expenditure
* Updated risk register

1. Take responsibility for overseeing the processes to obtain statutory consents where required.
2. Management of the change control system.
3. Prepare a risk log and complete an assessment of project risk; allocating risk and agreeing mitigation measures; establishing, maintaining and updating project risk log.
4. Monitoring the status of risks on an ongoing basis. Capturing new risks, ensuring they are evaluated, appraised and allocated and a suitable action plan is formulated.
5. Agreeing with the Project Team and the Client compatible computer software that will enable the transfer of information between the Client, Project Team and the Contractor.
6. Operating a quality management procedure appropriate to the needs of the Project.
7. Prepare and finalise the General Employers Requirements, Site Specific Specification and Technical Specification.
8. Complying at all times with the Client’s Standing Orders, Financial Regulations.
9. Ensure that all drawings, specifications, schedules, bills of quantities or other documents necessary for the obtaining of tenders are completed and are fully co-ordinated and are in accordance with the brief approved by the Client and are available on the programmed date.
10. In consultation with the client and the team carry out an ERDF compliant procurement process to select a Main Contractor - including preparation of tender documentation.
11. Preparation and assembly of all contract documents.
12. Advise on contract conditions, to include preliminaries, contingencies, access, working and storage areas, work sequence and phasing.
13. Work with the team to ensure BREEAM Excellent can be achieved.
14. Ensure that all notices required under EU regulations are given at the proper time and that all procedures comply with EU legislation.
15. Agree a detailed programme for the Works with the Contractor which specifies completion by the agreed date.
16. Ensure compliance with any health and safety requirements.
17. Ensure that as Contract Administrator the full range of duties imposed by the Works contract are completed in accordance with the timescales therein obtaining the Client’s approval to introduce variations that exceed the limit of authority.
18. Preparation and update of the Project programme – Gantt chart.
19. Liaise with the Contractor and Local Planning Authority and obtain in writing confirmation of planning condition discharges. Ensure that all conditions are discharged prior to issue of the Certificate of Practical Completion.
20. Ensure that Certificates are issued in accordance with the terms of the contract
21. Ensure that the Client’s safety policies are in place and are implemented by the Contractor and Sub-Contractors working on the site and that there is adequate protection for the public and others
22. Ensure that adequate records are maintained and photographs of the works are taken throughout the construction phase recording progress of the Works and, particularly, highlighting any delays including those resulting from interaction between Contractors or Sub-contractors working on the site.
23. Advise the Client on the resources and skills required to operate and maintain the completed Works and make recommendations on the timing of their appointment or on the need for any maintenance agreements.
24. Ensure that all statutory Certificates and Approvals are given to the Client.
25. Ensure that the Works are cleaned, tested and commissioned prior to handover to the Client.
26. Ensure that lists of defects are issued at the appropriate time under the works contract.
27. Co-ordinate the preparation and issue of Certificates relating to the completion of the Works
28. Provide an updated project monthly report during the construction period that will detail; spend to date, predicted outturn cost, variations, programme, outstanding information and any extension of time.
29. Provide preliminary advise on any claims from the Contractor in respect of extensions of time and loss and expense; irrespective of any contractual obligations of the Quantity Surveyor as defined in the Building Contract.
30. Valuation of variations to the contract as a result of Contract Administrators instructions, liaising with the Contractor as necessary.
31. Prior to practical completion measure and agree the Gross Internal Area of each unit ensuring that it is compliant with the employers requirements.
32. Produce and procure from the Project Team and Contractor co-ordinated as-built information and Operation and Maintenance Manuals for ease of use by occupiers.
33. Inspect the works for compliance prior to Practical Completion and Prepare and issue the Certificate of Practical Completion.
34. Prepare and comment on defects report, determine necessary action.
35. Review decisions affecting the completion date within the period prescribed in the Building Contract.
36. Issue final valuation following receipt of notification from Contract Administrator and satisfaction that all defects have been made good.
37. Ensure that an appropriate Certificate is issued to the Contractor when all defects have been made good.
38. Any other such activity that reasonably falls within the required roles.

**Appendix E – Foxhole Feasibility Study (Black House)**