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**Wales Public Sector Framework
Agreement for Construction
Consultancy Services**

January 2013

Instructions to Tenderers

NWPP_039

Wrexham County Borough Council

INVITATION TO TENDER FOR

Wales Public Sector Framework Agreement for Construction Consultancy Services

Reference Number: NWPP_039

PIN Notice: 62295-2013 (2013-02-23)

OJEU CONTRACT NOTICE 2014/s

014-020953

Table of Contents

Description	Page
Glossary	4
Abbreviations	5
Introduction and Background	6
The Authority	7
Other Contracting Bodies	7
Term and Use of Contract Forms	10
Structure of Framework Agreement	10
Evaluation and Award to Framework	13
Procedure for Award of Contracts Under Framework Agreement	21
Procurement Process – Instructions to Tenderers	23
Schedule One – Specification	33
Schedule Two – Memorandum of Understanding/Participation Agreement	49
Schedule Three – Historic Expenditure Data	55
Schedule Four – Framework Agreement	56

1. Glossary

Unless the context otherwise requires, the following words and expressions used within this Invitation to Tender shall have the following meanings:

TERM	MEANING
“Authority”	means Wrexham County Borough Council
“Call Off Contract”	means the NEC Professional Services Contract April 2013 or alternative model contract as specified within a Mini-Competition.
“Competed Services”	means the competed services which will be Ordered from the Framework Agreement following a Mini-Competition.
“Conditions of Tender”	means the terms and conditions set out in this ITT relating to the submission of a Tender
“Contracting Bodies”	Means the Authority and any other contracting authorities described in the OJEU Contract Notice and this ITT.
“Direct Award”	means the award of a Call Off Contract by application of the terms laid down in the Framework Agreement without re-opening competition
“Due Diligence Information”	means the background and supporting documents and information provided by the Authority for the purpose of better informing the Tenderers’ responses to this Invitation to Tender
"EIR"	mean the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations
FoIA	means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
“Framework Agreement”	means the agreement appended at Schedule 4 to be entered by the Authority and the Provider(s) following any award under the procurement exercise
“Invitation to Tender” or “ITT”	means this invitation to tender documentation and all related documents published by the Authority and made available to Tenderers and includes the Due Diligence Information.
“Lot”	means a discrete sub-division of the requirements
“Mini-competition”	means the award of a Call Off Contract by re-opening competition between the Providers appointed to the Framework Agreement and which are capable of performing the proposed contract
“OJEU Contract Notice”	means the advertisement 2014/s 014-020953 issued in the Official Journal of the European Union
“Order”	means an order for services served by any Contracting Body on the Provider
“Other Contracting Bodies”	means all Contracting Bodies except the Authority
“Provider”	means the organisation(s) admitted to the Framework Agreement
“Standard Services”	means the services set out at Schedule 1 of this document
“Tender”, “Response”, “Tender Response”, “Tendered Response” or “ITT Response”	means the Tenderers formal offer in response to this Invitation to Tender
“Tenderers”	means the organisations responding to this Invitation to Tender

2. Table of Abbreviations

In this Invitation to Tender the following abbreviations are ascribed the meanings detailed in the table below

ABBREVIATION	MEANS
ITT	Invitation to Tender
KPI	Key Performance Indicator
MI	Management Information
WCBC	Wrexham County Bourough Council
OCB	Other Contracting Body
OJEU	Official Journal of the European Union
NPS	National Procurement Service for Wales
PBO	Public Buying Organisation

3. Introduction and Background

3.1 Wrexham County Borough Council working with the National Procurement Service and Other Contracting Bodies named in OJEU Notice [2014/s 014-020953](#) dated [17/01/2014](#) and within section 5 of this Invitation to Tender Documents, are looking for suppliers to be appointed onto a Pan-Wales Public Sector Framework Agreement for the supply of Construction Consultancy Services as specified in the OJEU notice referred to above.

3.2 The North Wales Procurement Partnership, representing Gwynedd, Anglesey, Conwy, Denbighshire, Flintshire and Wrexham Councils, let a Framework Agreement in August 2009 for Construction Professional Services. This agreement expired during August 2013. The North Wales Procurement Partnership, as an entity, officially ceased in March 2013, however, collaborative working remains a priority. Former members of the Partnership and the NPS wish to replace this agreement with a new and improved alternative, providing quality services and achieving the optimum value for money for public bodies across Wales.

3.3 Via the Welsh Local Government Association, Wales Collaborative Works Group, agreement has been reached to widen the scope for the new agreement to include the public sector within other regions of Wales. To date we have received 25 expressions of interest to participate within the process from the original members of the NWPP and other agencies within Wales, the majority from commencement and a number for consideration on the expiry of existing regional arrangements.

3.4 A Prior Information Notice was published in the Official Journal of the European Union (62295-2013) on the 23rd February 2013. Prospective providers were invited to comment on the proposed strategy and their responses have been fully considered in the development of this procurement.

3.5 The agreement will cover the following services:-

1. Architecture
2. Mechanical and Electrical Engineering
3. Quantity Surveying
4. CDM Co-ordination
5. Structural Engineering
6. Project Management
7. Ecology
8. Landscape Architecture
9. BREEAM Assessment
10. All in Multi-Disciplinary Consultancy Services (to include any/all of the above in combination)

3.6 The purpose of establishing this framework agreement for consultants is two fold:-

3.6.1 To supplement limited resources within participating contracting bodies.

3.6.2 To identify providers who can offer expertise within their profession where the contracting body does not have the internal capability of expertise.

4. The Authority

4.1 Wrexham County Borough Council is the governing body for Wrexham (county borough), one of the administrative subdivisions of Wales.

4.2 Additional general information about Wrexham County Borough Council can be found at:-

<http://www.wrexham.gov.uk>

4.3 The Authority, with the support of the North Wales Design Group and NPS, shall actively manage the resulting Framework Agreements, key activities including: contract review meetings; KPI management and analysis of management information provided.

4.4 Additional information about the NPS can be found at

<http://www.npswales.gov.uk>

4.5 Individual Contracting Bodies will take responsibility for the day to day management of contracts awarded under the Framework Agreement.

5. Other Contracting Bodies (OCBs)

5.1 The Framework Agreement will be available for use by OCBs throughout Wales, as described in the OJEU Contract Notice and available via the following link:-

http://www.sell2wales.gov.uk/Guides/Guide_Download.aspx?id=1260. Any OCB described in the OJEU Contract Notice and included within the above link may utilise the resulting Framework Agreement from the commencement date.

5.2 The following organisations have actively expressed an interest in using the Framework Agreement, other public sector bodies within Wales may also choose to join the agreement at a later date.

North Wales	
Organisation	Estimated Annual Expenditure
Bangor University	Not Available
Denbighshire County Council	£60,000
Flintshire County Council	£15,000
Grŵp Llandrillo Menai	Not Available
Gwynedd Council	£240,000
Isle of Anglesey County Council	£130,000
Wrexham County Borough Council	£90,000
Mid Wales	
Organisation	Estimated Annual Expenditure
Ceredigion County Council	£50,000 to £100,000

Mid and West Wales Fire and Rescue Services	Not Available
Powys County Council	£200,000
South Wales	
Organisation	Estimated Annual Expenditure
Blaenau Gwent County Borough Council	Not Available
Bridgend College	Not Available
Bridgend County Borough Council	Not Available
Caerphilly County Borough Council	£125,000
Cardiff Council	£700,000
Coleg Cymoedd	Not Available
Merthyr Tydfil County Borough Council	Not Available
Monmouthshire County Council	£50,000
NPTG Colleges	Not Available
Newport City Council	Not Available
Rhondda Cynon Taf County Borough Council	£1,750,000
South Wales Fire	£150,000
Torfaen County Borough Council	£1,500,000
Vale of Glamorgan Council	£130,000
All Regions	
Organisation	Estimated Annual Expenditure
Welsh Assembly Government	Not Available
Welsh Further Education Purchasing Consortium	Not Available

5.3 Other Contracting Bodies will be required to complete the Memorandum of Understanding prior to calling off from the agreement, a sample is attached as Schedule 2.

5.4 Tenderers should note that the details of potential expenditure set out above are estimates only taken from historic activity across all disciplines. They are not intended to provide any commitment as to the number or value of contracts that Contracting Bodies may purchase using this Framework Agreement.

5.5 OCBs are under no obligation to join the framework and may decide not to do so.

5.6 The Framework Agreement is non-exclusive: the Authority and OCBs give no undertaking that they will purchase the whole or any of their requirement for services through this arrangement.

5.7 Appointment to the Framework will not give any provider the exclusive right to deliver works or services of the type required by any the Authority or any OCB under their respective Projects and the Authority or any OCB may engage third parties to provide the same at their sole discretion without any liability whatsoever to the appointed providers.

5.8 Data received against the previous North Wales Agreement (although incomplete) gives some indication of the historic volumes and values against the value bands. A more detailed table is included at schedule 3. This cannot be taken as a true reflection of potential usage of a new agreement, in addition the new agreement will include professions (Project Management, Ecology, Landscape Architecture and BREEAM Assessment) as well as organisations not previously encompassed for which detailed data is not as yet available.

Potential Value Band	% of Commissions By Volume	% of Commissions by Value
£0-£250,000	51.05%	9.82%
£250,001 - £1,000,000	22.37%	10.82%
£1,000,001 - £4,000,000	16.08%	31.23%
£4,000,000+	10.49%	48.13%

6. Term and Use of Contract Forms

6.1 The operation of the Framework Agreement/s shall be in accordance with the Framework Agreement document attached as Schedule 4.

6.2 The proposed duration of the Framework agreement will be 2 years from the date of the relevant agreement. There will be two optional extensions of up to 12 months each.

6.3 Tenderers should note that the Authority or OCB may commission a contract during the term which naturally extends beyond the term.

6.4 The Framework Agreements will allow the Authority and OCBs to commission services from the appointed providers as and when required under individual consultancy contracts.

6.5 The Authority intends that the default call off Terms and Conditions under this framework agreement will be the NEC Professional Services Contract April 2013.

6.6 Where a mini competition is being undertaken, the Authority or relevant OCB may request, at their discretion, that a call off contract is made using an alternative set of Call Off Terms taken from the following list:-

- RIBA Standard form of Appointment
- RICS Standard Form of Appointment
- AEC Design plus applicable schedules
- JCT Consultancy (Public Sector) 2011

6.7 The form of contract in respect of each Project will include any bespoke amendments as required by the Authority or OCB as notified to the suppliers at mini-competition stage.

6.8 Those providers who are appointed to the Framework will be subject to continual performance monitoring and the Authority reserves the right to suspend or remove a provider from the Framework who fails to maintain the required level of service/performance indicators and pricing requirements throughout the Term of each Framework Agreement..

6.9 The Authority reserves the right not to conclude any Framework Agreement(s) as a result of the current procurement process.

7. Structure of the Framework Agreement/s

7.1 The Authority wishes to establish a multi-Provider Framework Agreement for the provision of Construction Consultancy Services. The Authority is managing this procurement process in accordance with the Public Contracts Regulations 2006 (the "Regulations"). This is a services Framework Agreement being procured under the Open procedure.

7.2 The Authority is procuring the Framework Agreement as a central purchasing body for itself and Other Contracting Bodies. This means that OCBs referred to in the OJEU Notice and Section 5 (above) may also participate in the Framework Agreement.

7.3 The Authority is dividing the requirement for Services under a number of distinct lots (each a **Lot**).

7.4 Each Discipline (including All-In Multi-Disciplinary) will be sub divided into three geographic areas (brackets show counties comprising that region only and does not indicate participating OCBs):-

- North Wales (Conwy, Denbighshire, Flintshire, Gwynedd, Isle of Anglesey, Wrexham)
- Mid Wales (Ceredigion, Powys)
- South Wales (Blaenau Gwent, Bridgend, Caerphilly, Cardiff, Carmarthenshire, Merthyr Tydfil, Monmouthshire, Neath Port Talbot, Newport, Pembrokeshire, Rhondda Cynon Taff, Swansea, Torfaen, Vale of Glamorgan)

7.4.1 Potential participants who have expressed an interest are shown by geographic area on page 7.

7.5 In addition to division by geographic area, for the disciplines listed below, each will be further sub-divided in to a series of 4 value bands based on the Final Construction Works Costs as budgeted at time of appointment.

- Architecture
- Mechanical and Electrical Engineering
- Quantity Surveying
- CDM Co-ordination
- Structural Engineering
- Project Management
- All in Multi-Disciplinary Consultancy Services (to include any/all of the above)

7.6 Ecology, BREEAM and Landscape Architecture will be lotted on a geographic basis only.

7.7 Tenderers may bid for inclusion in one, some or all lots.

Lot No.	Discipline	Value Band	Region
1	Architecture	£0-£250,000	North Wales
2	Architecture	£250,001-£1,000,000	North Wales
3	Architecture	£1,000,001-£4,000,000	North Wales
4	Architecture	£4,000,001+	North Wales
5	Architecture	£0-£250,000	Mid Wales
6	Architecture	£250,001-£1,000,000	Mid Wales
7	Architecture	£1,000,001-£4,000,000	Mid Wales
8	Architecture	£4,000,001+	Mid Wales
9	Architecture	£0-£250,000	South Wales
10	Architecture	£250,001-£1,000,000	South Wales
11	Architecture	£1,000,001-£4,000,000	South Wales
12	Architecture	£4,000,001+	South Wales
13	M&E	£0-£250,000	North Wales
14	M&E	£250,001-£1,000,000	North Wales
15	M&E	£1,000,001-£4,000,000	North Wales
16	M&E	£4,000,001+	North Wales

17	M&E	£0-£250,000	Mid Wales
18	M&E	£250,001-£1,000,000	Mid Wales
19	M&E	£1,000,001-£4,000,000	Mid Wales
20	M&E	£4,000,001+	Mid Wales
21	M&E	£0-£250,000	South Wales
22	M&E	£250,001-£1,000,000	South Wales
23	M&E	£1,000,001-£4,000,000	South Wales
24	M&E	£4,000,001+	South Wales
25	Quantity Surveying	£0-£250,000	North Wales
26	Quantity Surveying	£250,001-£1,000,000	North Wales
27	Quantity Surveying	£1,000,001-£4,000,000	North Wales
28	Quantity Surveying	£4,000,001+	North Wales
29	Quantity Surveying	£0-£250,000	Mid Wales
30	Quantity Surveying	£250,001-£1,000,000	Mid Wales
31	Quantity Surveying	£1,000,001-£4,000,000	Mid Wales
32	Quantity Surveying	£4,000,001+	Mid Wales
33	Quantity Surveying	£0-£250,000	South Wales
34	Quantity Surveying	£250,001-£1,000,000	South Wales
35	Quantity Surveying	£1,000,001-£4,000,000	South Wales
36	Quantity Surveying	£4,000,001+	South Wales
37	CDM	£0-£250,000	North Wales
38	CDM	£250,001-£1,000,000	North Wales
39	CDM	£1,000,001-£4,000,000	North Wales
40	CDM	£4,000,001+	North Wales
41	CDM	£0-£250,000	Mid Wales
42	CDM	£250,001-£1,000,000	Mid Wales
43	CDM	£1,000,001-£4,000,000	Mid Wales
44	CDM	£4,000,001+	Mid Wales
45	CDM	£0-£250,000	South Wales
46	CDM	£250,001-£1,000,000	South Wales
47	CDM	£1,000,001-£4,000,000	South Wales
48	CDM	£4,000,001+	South Wales
49	Structural Engineering	£0-£250,000	North Wales
50	Structural Engineering	£250,001-£1,000,000	North Wales
51	Structural Engineering	£1,000,001-£4,000,000	North Wales
52	Structural Engineering	£4,000,001+	North Wales
53	Structural Engineering	£0-£250,000	Mid Wales
54	Structural Engineering	£250,001-£1,000,000	Mid Wales
55	Structural Engineering	£1,000,001-£4,000,000	Mid Wales
56	Structural Engineering	£4,000,001+	Mid Wales
57	Structural Engineering	£0-£250,000	South Wales
58	Structural Engineering	£250,001-£1,000,000	South Wales
59	Structural Engineering	£1,000,001-£4,000,000	South Wales
60	Structural Engineering	£4,000,001+	South Wales
61	Project Management	£0-£250,000	North Wales
62	Project Management	£250,001-£1,000,000	North Wales
63	Project Management	£1,000,001-£4,000,000	North Wales
64	Project Management	£4,000,001+	North Wales

65	Project Management	£0-£250,000	Mid Wales
66	Project Management	£250,001-£1,000,000	Mid Wales
67	Project Management	£1,000,001-£4,000,000	Mid Wales
68	Project Management	£4,000,001+	Mid Wales
69	Project Management	£0-£250,000	South Wales
70	Project Management	£250,001-£1,000,000	South Wales
71	Project Management	£1,000,001-£4,000,000	South Wales
72	Project Management	£4,000,001+	South Wales
73	Ecology	N/A	North Wales
74	Ecology	N/A	Mid Wales
75	Ecology	N/A	South Wales
76	Landscape Architecture	N/A	North Wales
77	Landscape Architecture	N/A	Mid Wales
78	Landscape Architecture	N/A	South Wales
79	BREEAM Assessment	N/A	North Wales
80	BREEAM Assessment	N/A	Mid Wales
81	BREEAM Assessment	N/A	South Wales
82	All-In	£0-£250,000	North Wales
83	All-In	£250,001-£1,000,000	North Wales
84	All-In	£1,000,001-£4,000,000	North Wales
85	All-In	£4,000,001+	North Wales
86	All-In	£0-£250,000	Mid Wales
87	All-In	£250,001-£1,000,000	Mid Wales
88	All-In	£1,000,001-£4,000,000	Mid Wales
89	All-In	£4,000,001+	Mid Wales
90	All-In	£0-£250,000	South Wales
91	All-In	£250,001-£1,000,000	South Wales
92	All-In	£1,000,001-£4,000,000	South Wales
93	All-In	£4,000,001+	South Wales

7.8 A maximum of 5 providers will be awarded to any individual lot where that number have met the specified standards. Should there be an occasion where there is an equal score between the fifth supplier and an other/s, both will be admitted to the agreement.

8. Evaluation and Award to the Framework/s

8.1 Evaluation Overview

8.1.1 The framework will be awarded on the following basis:-

8.1.1.1 A Pass is achieved against the Authorities minimum requirements (qualification) for participation in terms of:-

- Economic and Financial Standing
- Technical and Professional Ability
- Enrolment on a Trade or Professional Register and possession of a licence (where applicable)
- Professional Honesty, Solvency and Reliability

8.1.2 Evaluation of the bids to determine the most economically advantageous Tenders in terms of the following criteria.:-

All Lots excepting CDM Co-ordination and Ecology

Criterion	% Weighting
Price	60%
Quality	40%
Quality Sub Criteria (All technical questions carry an equal weighting)	
Resources and Management (2 questions)	(20 Marks)
Managing Delivery	(10 Marks)
Continuous Improvement and Performance Management	(10 Marks)
Client Engagement	(10 Marks)
Buildings Information Management (BIM)	(10 Marks)
Technology and Innovation	(10 Marks)
Sustainable Buildings	(10 Marks)

CDM Co-ordination and Ecology

Criterion	% Weighting Ecology	% Weighting CDMC
Price	60%	60%
Quality	40%	40%
Quality Sub Criteria (All technical questions carry an equal weighting)		
Resources and Management	(20 Marks)	(20 Marks)
Managing Delivery	(10 Marks)	(10 Marks)
Continuous Improvement and Performance Management	(10 Marks)	(10 Marks)
Client Engagement	(10 Marks)	(10 Marks)
Technology and Innovation	(10 Marks)	(10 Marks)
Sustainable Buildings	N/A	(10 Marks)

8.2 Evaluation Detail

8.2.1 The evaluation process will feature some, if not all, the following phases:

8.2.2 The Tender responses will be checked for completeness, incomplete responses may not be considered for evaluation.

8.2.3 The qualification sections will be evaluated for compliance by a sub-group of the project team comprising officers from a number of the participating organisations, references may be requested to validate information provided. Specialist officers within the Authority may be requested to provide a professional opinion on some aspects of the qualification response (Economic Standing, Health and Safety etc.)

8.2.4 The technical responses will be shared, via the e-tender portal with a pre selected panel of technical officers from a number of the participating organisations who will undertake scoring against pre-determined criteria.

8.2.5 The panel will then hold an evaluation meeting to reach consensus with regard to the technical scores.

8.2.6 A procurement officer will undertake an initial evaluation of the commercial responses which will be presented to the panel for verification once the technical evaluation has been completed.

8.2.7 A final moderation meeting will be held to moderate and merge scores and propose a recommendation.

8.2.8 A recommendation report will be provided to the Authority for approval.

8.3 Qualification Section

8.3.1 This section comprises two elements:-

8.3.1.1 A generic qualification section, equally applicable to all tenderers applying for any/all lots, this section MUST be completed by all bidders. Where a bid is being made on behalf of a consortium, the 'lead' consortia member must complete this section but MUST ensure that all consortia partners also meet all requirements. All clarification questions MUST be submitted through the message option within this section as this will ensure anonymised responses will reach ALL Bidders.

Generic Qualification Section – Minimum Requirements

This qualification section of the Invitation to tender document is intended to ensure that your organisation is able to meet the Authority's minimum criteria in terms of economic and financial standing as well as professional and technical knowledge. You must complete all relevant questions and must obtain a Pass against all Pass/Fail criteria in order for your tender submission to be considered, details of these minimum requirements are specified below:-

Section	Requirements	Outcome
General Company Information	Completion	For Information Only
Section A – Supplier Acceptability		
	Requirements	
SA.GEN.01	Exclusion if mandatory grounds apply	Pass/Fail
SA.GEN.02	Exclusion if discretionary grounds apply and adequate remedial actions are not evidenced.	Pass/Fail
SA.GEN.03	Confirmation that no conflict of interest exists, or where present, that appropriate steps have been taken to avoid any, actual or perceived, conflict of interest.	Pass/Fail
Section B – Economic/Financial Standing		
FS.GEN.01	Completion	For Information
FS.GEN.02	Completion	For Information
FS.GEN.03	Completion	For Information
FS.GEN.04	Exclusion if loss making without adequate explanation	Pass/Fail
FS.GEN.05	Score of 1 or above is required to Pass, further risk assessment will be undertaken should this not be the case and those identified as at a high risk of failure will be failed at this point.	Pass/Fail
Note regarding FS.GEN.06, a pass is based on commitment to put required insurance in place prior to Framework commencement.		
FS.GEN.06A	Public Liability Insurance of £5,000,000	Pass/Fail
FS.GEN.06B	Professional Indemnity Insurance £1,000,000 each and every claim	Pass/Fail

FS.GEN.06C	Employers Liability Insurance £5,000,000 where applicable	Pass/Fail
Section C – Capacity and Capability		
CC.GEN.01	Completion	For Information
CC.GEN.06	Exclusion should you answer yes without adequate remedial action being evidenced.	Pass/Fail
CC.GEN.07	Exclusion should you answer yes without adequate remedial action being evidenced.	Pass/Fail
CC.GEN Addition 1	Exclusion should you answer yes without adequate remedial action being evidenced.	Pass/Fail
CC.GEN Addition 2	This question is only applicable to Value bands £250,000 plus and within the following disciplines: Architecture, M&E, Quantity Surveying, Structural Engineering, Project Management and Landscape Architecture. Commitment to developing use of BIM in line with Welsh Government requirements.	Pass/Fail
CC.GEN Addition 3	Willingness to produce limited consultation documentation in the medium of Welsh.	Pass/Fail
Section D - Management		
MA.GEN.01	Certified Quality Management System, if this is not in place an adequate response to question MA.GEN.02 will equate to a Pass.	Pass/Fail
MA.GEN.02	Operation of a non accredited quality policy (See Above)	Pass/Fail
Section E – Equal Opportunities		
EO.GEN.01	No finding of unlawful discrimination without evidence of adequate remedial actions.	Pass/Fail
EO.GEN.02	Evidence of vetting of sub-contractors with regard to their record on unlawful discrimination.	Pass/Fail
Section F - Sustainability		
SU.GEN.01	No conviction or notice under environmental legislation within the last 3 years without evidence of adequate remedial actions.	Pass/Fail
SU.GEN.02	Evidence of vetting of sub-contractors with regard to their record regarding environmental legislation.	Pass/Fail
SU.GEN.05	Commitment to Fair Payment Policy	Pass/Fail

A supplier submitting a response to this qualification section must complete it with the information which relates to the company which will actually enter into the framework agreement and perform contracts awarded under the framework agreement.

Where you intend to subcontract services, only the bidding organisation need complete this documentation.

8.3.1.2 A lot specific qualification section in which tenderers must demonstrate that they meet the Authorities minimum requirements in terms of relevant experience and professional qualification. This section MUST be completed for every discipline and value band for which you are bidding but need only be completed by the lead bidder on behalf of the members in the case of a consortia. Details of minimum requirements are clearly stated within each questionnaire.

8.3.2 As a minimum, Tenderers will need to meet the requirements set out in the Qualification Questionnaires, failure to meet these requirements may exclude the Tenderers bid from further consideration.

8.3.3 Within this section tenderers will also be asked to confirm the validity of their bid, their ability to fully meet the requirements of the specification and acceptance of all Terms and Conditions.

8.3.4 All relevant questions MUST be answered. Both questionnaires will be treated on a Pass/Fail basis with regard to completeness, if you do not supply all the required information your ITT submission will not be considered further.

8.4 Commercial Section

8.4.1 Tenderers are requested to supply hourly rates against pre-determined levels of Consultant as detailed within the specification, these will be weighted as detailed below, to determine a total tender price per lot.

8.4.2 Tenderers are able to vary their pricing by discipline, value band and geographic area if they so wish.

Grade	% Weighting for Evaluation
Technical Staff Technician/Senior Technician	35
Professional Staff Senior Consultant	50
Partner/Principal	15

8.4.3 Volumes/Weightings included within the pricing schedule are for the purposes of reaching a total tender price for evaluation only and in no way represent envisage volumes to be purchased through the Agreement. The intention is to capture the likely average split , (based on average historic expenditure) between estimated demand for the services of one level of consultant against others.

8.4.4 Where a tenderer does not have staff equating to every level specified we would advise that the practice makes it’s own commercial decision regarding it’s approach. A price MUST be provided for each level and the Authority will use it’s contract management procedures to monitor the provision over the life of the framework to ensure that the balance is maintained as appropriate over time.

8.4.5 The Authority and/or other contracting bodies will be at liberty to seek evidence to substantiate hours worked at any time, suppliers must ensure they have a robust process for accurate collection of this information.

8.4.6 The Supplier shall not charge for any more than eight (8) working hours in one day.

8.4.7 A maximum of 60 points will be awarded for price out a total 100 points. The table below illustrates how the cost will be converted to a price score for each Tenderer (NB: prices shown are for illustration purposes only and in no way reflect the pricing for this exercise):

Price Scoring Model – Worked Example

Description	Formula	T1	T2	T3	T4	T5
Service Price (£)	W	£610	£670	£615	£605	£700
Lowest Price (£)	X	£605				

Calculation	$Y = X \div W$		0.99	0.90	0.98	1.00	0.86
Convert to Points	$Z = Y \times 60$		59.4	54	58.8	60	51.6

8.4.8 The Framework Prices provided in the tender response will be the maximum that the provider may charge pursuant to any Call-Off Agreement. For the avoidance of doubt, the provisions of this Schedule do not stop Contracting Bodies from agreeing Charges that are lower than the Framework Prices.

8.4.9 The provider acknowledges and agrees that any Charges submitted in relation to a further competition shall be equal to or lower than the Framework Prices.

8.4.10 By submitting a bid, the provider acknowledges and agrees that the Framework Prices cannot be increased during the first two (2) Contract Years.

8.4.11 The commercial model for this Framework Agreement will be based on a standard economic unit of a rate per hour per grade of consultant, (Maximum Hourly Rate).

8.4.12 Maximum Hourly Rates shall be used within the further competition process as maximum rates. Maximum Hourly Rates cannot be exceeded, **through the mini-competition process**, throughout the life of the Framework Agreement.

8.4.13 All prices and rates shall be dealt with on an "open book" basis. "Open book" means the transparent sharing of all accounting information including actual costs in order to aid financial governance and to enable structured cost reduction initiatives.

8.4.14 Contracting Bodies may elect to invite bids during further competition using a range of commercial mechanisms including, but not limited to, actual hourly rates, day rates capped, fixed, milestone payment or contingency payment models.

8.4.15 It should be noted that pricing is requested on an hourly rate basis, this MUST include all additional costs to provide the requirements of the relevant professional service in full, as detailed within the specification, including but not limited to all account management, internal processes, provision of management information, travel, subsistence and accommodation expenses.

8.4.16 All Prices shall be stated in pounds sterling and exclusive of VAT.

8.5 Review Of The Framework Prices

8.5.1 On the first (1st) Day following the second (2nd) anniversary of the Commencement Date and each subsequent anniversary of such date, the Framework **Maximum hourly rates** shall be varied by the application of the following formula:

$$NC = EC * Z$$

where:

NC is the New Charge;

EC is the Existing Charge; and

Z is $1 + (\% \text{ change in RPIX Index})$

8.5.2 For the purposes of this Framework Agreement: 8.5.2.1 "**RPIX Index**" means the "Retail Prices Index excluding mortgage interest rates (RPIX)" as published by the Office of National Statistics (<http://www.statistics.gov.uk/instantfigures.asp>); and the "**annual percentage change in the RPIX Index**" means the percentage increase in the most recently published RPIX Index which has been confirmed by the Office for National Statistics at the time of the request for variation.

8.5.2.2 Any increase in the Framework Prices shall be limited to the annual percentage change in the RPIX Index applicable at the relevant Indexation Adjustment Date.

8.5.2.3 Where the published RPIX Index figure at the relevant Adjustment Date is stated to be a provisional figure or is subsequently amended, that figure shall apply as ultimately confirmed or amended unless the Authority and the provider shall agree otherwise in writing.

8.5.2.4 In the event that any changes occur to the basis of the RPIX Index, or it is no longer published, the Authority and the provider shall agree a fair and reasonable adjustment to that index or, if appropriate, shall agree a revised formula that in either event will have substantially the same effect.

8.5.2.5 For the avoidance of doubt any change to the Framework Prices implemented pursuant to this Framework Agreement are made independently of, and shall not operate so as to increase the Charges payable by a Contracting Body under a Call-Off Agreement in force at the time a change to the Framework Prices is implemented.

8.5.2.6 Any variation to the Charges payable under a Call-Off Agreement must be agreed in writing between the provider and the relevant Contracting Body and implemented in accordance with the provisions applicable to the Call-Off Agreement.

8.6 Quality Assessment

8.6.1 Tenderers are required to complete the technical questionnaire for all disciplines for which they are bidding. It need only be completed once for all geographic areas and value bands.

8.6.2 The responses to this questionnaire will be assessed by a cross authority panel in line with the Award Criteria shown above.

8.6.3 The Contracting Authority will evaluate each method statement/response and award it a score between 0 and 10 in accordance with the scoring system in the Table below:

Capability	Evidence Provided	Score	Remark
Bidder is likely to be able to meet the needs of the Authority.	Evidence is consistent, comprehensive, compelling, directly relevant to the project in all respects and highly credible (by being substantiated by independent sources where possible.)	10	Absolute Confidence
	Evidence is sufficient (in qualitative terms), convincing, and credible.	8	Confidence
Small risk that bidder will not be able to meet the needs of the Authority.	Evidence has minor gaps, or to a small extent is unconvincing, lacks credibility or irrelevant to the project.	6	Minor Concerns
Moderate risk that the bidder will not be able to meet the needs of the Authority	Evidence has moderate gaps, is unconvincing.	4	Moderate Concerns
Significant risk that the bidder will not be able to meet the needs of the Authority.	Evidence has major gaps, is unconvincing in many respects, lacks credibility, or largely irrelevant to the project.	2	Major Concerns
Bidder will not be able to meet the needs of the Authority.	No evidence or misleading evidence.	0	Not acceptable

8.6.4 A maximum of 80 points will be awarded for Quality (70 for CDMC, 60 for Ecology), weighted scores will be calculated by multiplying the score for each quality criteria by its weighting. The weighted scores will be totalled for each tender. The totals will be normalised so that the normalised highest total will attract the highest quality score i.e. **40%** .

Quality Scoring Model – Worked Example

Description	Formula	T1	T2	T3	T4	T5
Quality (Q) Score	W	78	72	69	58	51
Highest Q Score	X	78				
Calculation	$Y = X \div W$	1.00	0.92	0.88	0.74	0.65
Convert to Points	$Z = Y \times 40$	40	36.8	35.2	29.6	26

9. Procedure for the Award of Contracts Under the Framework Agreement/s

9.1 Prior to any OCB conducting any Mini-competitions or making any Direct Awards under the Framework Agreement they will complete and submit a Memorandum of Understanding to the Authority, or as applicable, the body managing the Framework Agreement notifying them that the Framework Agreement meets their requirements and that they intend to award Call Off Contracts under the Framework Agreement. Following submission of the Memorandum of Understanding, the relevant OCB will send a letter to the Provider(s) putting them on notice that they intend to award Call Off Contracts under the Framework Agreement.

9.2 In the event that the Authority (and/or any OCB) decides to use this multi Provider Framework to source services it is expected that the following process will be applied:

9.2.1 Direct Award

- Contracting Bodies will be at liberty to make Direct Awards (calling off without re-opening competition) where the terms laid down in the framework agreement are 'sufficiently precise' to cover all the terms of the call-off. A contracting body must make a direct award under a multi-supplier framework where the framework agreement covers all the terms of the particular call off contract.
- It is anticipated that this will apply where a consultant is appointed on an hourly rate basis for standard services. The provider will be selected on the basis of best value for money between those who have the capability/competence to meet the requirement.
- Where the services relate directly to a construction project with an anticipated final value, only providers within the appropriate geographic area and value band, will be considered.
- Where the services are on an ad hoc basis all providers within the geographic area who can demonstrate capability/competence to meet the requirement will be considered, regardless of value band.

9.2.2 Mini-competition

- A mini competition for a call off contract must be held where not all of the terms for the contract are prescribed in the framework agreement. This will apply where the Contracting Body wishes to obtain a fixed price on the basis of a detailed brief.
- It is anticipated that fixed fees provided will be broken down into a schedule of rates which will then form the basis for any additional charges due resulting from variations requested by the contracting authority.
- No additional costs not included within the fixed fee, and not resulting from a variation requested by the Contracting Body, shall be payable to the provider.
- Contracting authorities running a mini-competition must:-

- Invite bids in writing from all providers on the framework that are capable of delivering the particular requirement;
- Set an appropriate time limit for the submission of tenders which takes into account the complexity of the subject matter of the contract and the time needed to submit the tenders;
- Clearly state their call-off requirements and award criteria in the contract documents;
- Request that bids are returned from providers in writing and treat them confidentially until after the deadline has passed;
- Award each contract to the provider who has submitted the best tender on the basis of the award criteria specified in the contract documents based on the framework agreement;

The framework specification and terms should not be changed during this process. However, terms can be supplemented or refined to achieve more precisely formulated terms which reflect the contract requirements e.g. delivery deadlines, invoicing arrangements, e-procurement requirements, any special terms.

9.2.3 Mini-competition Award Criteria

9.2.3.1 It is intended that each time the Authority (and/or any Other Contracting Body) re-opens competition and runs a mini competition for the award of a Call Off Contract under the multi Provider Framework then the award decision will be based on the following criteria:

9.2.3.2 Overall weightings may be adjusted by the Authority or OCB based on the complexity of the individual project, sub-criteria will be weighted dependent on their applicability to the individual project.

Criterion	% Weighting
Price	30-80%
Quality	30-80%
Quality Sub Criteria	
Resources and Management	To be set by Authority/OCB conducting mini-competition
Managing Delivery	To be set by Authority/OCB conducting mini-competition
Continuous Improvement and Performance Management	To be set by Authority/OCB conducting mini-competition
Client Engagement	To be set by Authority/OCB conducting mini-competition
Buildings Information Management (BIM)	To be set by Authority/OCB conducting mini-competition
Technology and Innovation	To be set by Authority/OCB conducting mini-competition
Sustainable Buildings	To be set by Authority/OCB conducting mini-competition

9.2.4 Awarding a Contract

9.2.4.1 Call Off Contracts, whether as a result of Direct Award or following Mini-Competition, will be formed by the issue of an Order by the Authority or relevant OCB, to the Provider and acceptance by the Provider of such an Order.

10. Procurement Process – Instructions to Tenderers

10.1 Use of E-Tender System

10.1.1 The Authority is utilising an electronic tendering tool to manage this procurement and communicate with Tenderers. Accordingly, there will be no hard copy documents issued to Tenderers and all communications with the Authority including the submission of Tenderers responses MUST be conducted via <https://etenderwales.bravosolution.co.uk/home.html>.

10.1.2 Support is available for this system Monday to Friday 8am to 6pm, Tel: 0800 368 4850, Email: help@bravosolution.co.uk.

10.1.3 Additional tendering support can be accessed at:-

<http://www.sell2wales.gov.uk/info/InfoCentre.aspx?ID=81&Type=307&Path=307>

Or by contacting Business Wales business.wales.gov.uk, Tel: 03000 6 03000

Assistance for UK based businesses located outside Wales can be accessed at:-

Business Support Helpline

0845 600 9006

Monday to Friday, 9am to 6pm

Business Gateway (Scotland)

0845 609 6611

Monday to Friday, 8am to 6pm

Invest Northern Ireland

0800 181 4422

Monday to Friday, 8am to 5pm

For support elsewhere in the EU please refer to your relevant government for guidance.

10.1.4 Please Note: The speed of document uploads to the system will be dependent on the speed of your internet connection. Please ensure you leave plenty of time for this process prior to the closing date and time.

10.1.5 Within the E-Tendering Tool this Invitation to Tender comprises several sections all contained within Project 27268.

10.1.5.1 The first, located within **ITT41553**, contains the details of the minimum qualification requirements which are generic to all lots. The electronic questionnaire in

this section MUST be completed and published by all bidders. All requests for clarification MUST be sent through the message system within this ITT.

10.1.5.2 The second, comprises the ITT's shown below which are lot specific. Each contains the lot specific minimum qualification requirements (experience and professional qualification), lot specific technical (quality) questionnaire including guidance, and lot specific commercial (price) questionnaire.

Architecture	41688	M&E	41677
QS	41680	CDMC	41681
Structural	41684	PM	41685
Ecology	41682	LA	41689
BREEAM	41690	All-In	41687

10.1.5.2.1 All three questionnaires within the lot specific ITTs must be completed and published for **EVERY** lot for which you are bidding. In the case of a consortia, these should only be completed by the Lead Member on behalf of all members. Answers may be cut and pasted between lots where appropriate but please ensure you maximise the opportunity to give a comprehensive answer relevant to the lot in question. To simplify this process the geographic areas have been treated as one however you will be provided the opportunity to offer regional pricing variations.

10.2 General Instructions

10.2.1 These instructions are designed to ensure that all Tenderers are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified. Please contact the Authority via the e-tender portal if you have any doubt as to what is required or will have difficulty in providing the information requested.

10.2.2 Tenderers should read these instructions carefully before completing the Tender documentation. Failure to comply with these requirements for completion and submission of the Tender Response may result in the rejection of the Tender. Tenderers are advised therefore to acquaint themselves fully with the extent and nature of the services and contractual obligations. These instructions constitute the Conditions of Tender. Participation in the tender process automatically signals that the Tenderer accepts these Conditions of Participation.

10.2.3 All material issued in connection with this ITT shall remain the property of the Authority and/or as applicable relevant OCB and shall be used only for the purpose of this procurement exercise. All Due Diligence Information shall be either returned to the Authority or securely destroyed by the Tenderer (at the Authority's option) at the conclusion of the procurement exercise.

10.2.4 The Tenderer shall ensure that each and every sub-contractor, consortium member and adviser abides by the terms of these instructions and the Conditions of Tender.

10.2.5 The Tenderer shall not make contact with any other employee, agent or consultant of the Authority or any relevant OCB who are in any way connected with this procurement exercise during the period of this procurement exercise, unless instructed otherwise by the Authority.

10.2.6 The Authority shall not be committed to any course of action as a result of:

10.2.6.1 issuing this ITT or any invitation to participate in this procurement exercise;

10.2.6.2 an invitation to submit any Response in respect of this procurement exercise;

10.2.6.3 communicating with a Tenderer or a Tenderer's representatives or agents in respect of this procurement exercise; or

10.2.6.4 any other communication between the Authority and/or any relevant OCB (whether directly or by its agents or representatives) and any other party.

10.2.7 Tenderers shall accept and acknowledge that by issuing this ITT the Authority shall not be bound to accept any Tender and reserves the right not to conclude a Framework Agreement for some or all of the services for which Tenders are invited.

10.2.8 The Authority reserves the right to amend, add to or withdraw all, or any part of this ITT at any time during the procurement exercise.

10.3 Confidentiality

10.3.1 Subject to the exceptions referred to in paragraph 10.3.2, the contents of this ITT are being made available by the Authority on condition that:

10.3.1.1 Tenderers shall at all times treat the contents of the ITT and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain;

10.3.1.2 Tenderers shall not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen;

10.3.1.3 Tenderers shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Tender; and

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

10.3.2 Tenderers may disclose, distribute or pass any of the Information to the Tenderer's advisers, sub-contractors or to another person provided that either:

10.3.6.1 This is done for the sole purpose of enabling a Tender to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Tenderer; or

10.3.6.2 The Tenderer obtains the prior written consent of the Authority in relation to such disclosure, distribution or passing of Information; or

10.3.6.3 The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Framework Agreement arising from it; or

10.3.6.4 The Tenderer is legally required to make such a disclosure.

10.3.6.5 In paragraphs 10.3.1 and 10.3.2 above the definition of 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate.

10.3.3 The Authority may disclose detailed information relating to Tenders to its officers, employees, agents or advisers and the Authority may make any of the Framework Agreement documents available for private inspection by its officers, employees, agents or advisers. The Authority also reserves the right to disseminate information that is materially relevant to the procurement to all Tenderers, even if the information has only been requested by one Tenderer, subject to the duty to protect each Tenderer's commercial confidentiality in relation to its Tender (unless there is a requirement for disclosure under the Freedom of Information Act, as explained in paragraph 10.4 below).

10.4 Freedom of Information

10.4.1 In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FoIA'), the Authority may, acting in accordance with the Secretary of State's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the said Act, or the EIR be required to disclose information submitted by the Tenderer to the to the Authority.

10.4.2 In respect of any information submitted by a Tenderer that it considers to be commercially sensitive the Tenderer should:

10.4.2.1 Clearly identify such information as commercially sensitive;

10.4.2.2 Explain the potential implications of disclosure of such information; and

10.4.2.3 provide an estimate of the period of time during which the Tenderer believes that such information will remain commercially sensitive.

10.4.3 Where a Tenderer identifies information as commercially sensitive, the Authority will endeavour to maintain confidentiality. Tenderers should note, however, that, even where information is identified as commercially sensitive, the Authority may be required to disclose such information in accordance with the FoIA or the Environmental Information Regulations. In particular, the Authority is required to form an independent judgment concerning whether the information is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Authority cannot guarantee that any information marked 'confidential' or "commercially sensitive" will not be disclosed.

10.4.4 Where a Tenderer receives a request for information under the FoIA or the EIR during the procurement process, this should be immediately passed on to the Authority and the Tenderer should not attempt to answer the request without first consulting with the Authority.

10.5 Tender Validity

10.5.1 Your Tender should remain open for acceptance for a period of 120 days. A Tender valid for a shorter period may be rejected.

10.6 Timescales

10.6.1 Set out below is the proposed procurement timetable. This is intended as a guide and whilst the Authority does not intend to depart from the timetable it reserves the right to do so at any stage.

DATE	STAGE
17/1/2014	ITT and Contract Notice
17/1/2014	Clarification period opens
18/2/2014	Clarification period closes
12 Noon GMT 28/2/14	Closing date and time for receipt by the Authority of Tenderer Responses to the ITT
3/3/14	Evaluation of ITT Responses commences
1/4/14	Notification of proposed appointment(s) to Framework
1/4/14	Expiry of standstill period required under Regulation 32 of the Public Contracts Regulations 2006
30/4/14	Appointment of Provider(s) to Framework(s)
1/5/15	Commencement Date of Framework Agreement

10.7 Preparation of Tenders

10.7.1 Tenderers must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Tenders. Tenderers are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their Tender and all other stages of the selection and evaluation process. Under no circumstances will the Authority, or any of their advisers, be liable for any costs or expenses borne by Tenderers, sub-contractors, suppliers or advisers in this process.

10.7.2 Tenderers are required to complete and provide all information required by the Authority in accordance with the Conditions of Tender and the Invitation to Tender. Failure to comply with the Conditions and the Invitation to Tender may lead the Authority to reject a Tender Response.

10.7.3 The Authority relies on Tenderers' own analysis and review of information provided. Consequently, Tenderers are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Tenders and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement process.

10.7.4 Tenderers must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding the services and their Tenders, without reliance upon any opinion or other information provided by the Authority or their

advisers and representatives. Tenderers should notify the Authority promptly of any perceived ambiguity, inconsistency or omission in this ITT, any of its associated documents and/or any other information issued to them during the procurement process.

10.8 Submission of Tenders

10.8.1 The Tender must be submitted in the form specified.

10.8.2 The Authority may at its own absolute discretion extend the specified closing date and the time for receipt of Tenders.

10.8.3 Any extension granted under will apply to all Tenderers.

10.8.4 You must submit your Tender via the Authority's e-tendering tool at <https://etenderwales.bravosolution.co.uk/web/login.shtml> no later than 12 Noon on the 28th February 2014 ("**the Deadline**"). Tenders may be submitted at any time before the closing date. Tenders received before this deadline will be retained unopened until the opening date.

10.8.5 Tenders MUST remain open for acceptance for a minimum period of 120 days from the deadline for receipt.

10.8.6 Any documents accompanying the tender (attachments) must ~~formatted in ADOBE read only format and~~ be in the English language.

10.8.7 Price and any financial data provided must be submitted in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided.

10.8.8 The Authority does not accept responsibility for the premature opening or mishandling of Tenders that are not submitted in accordance with these instructions.

10.8.9 Tenderers should not include in the Tender any extraneous information which has not been specifically requested in the ITT including, for example, any sales literature, standard terms of trading etc.

10.9 Canvassing

10.9.1 Any Tenderer who directly or indirectly canvasses any officer, member, employee, or agent of the Authority or its members or any relevant OCB or any of its officers or members concerning the establishment of the Framework Agreement or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent or concerning any other Tenderer, Tender or proposed Tender will be disqualified.

10.10 Disclaimers

10.10.1 Whilst the information in this ITT, Due Diligence Information and supporting documents has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.

10.10.2 Neither the Authority, nor any relevant OCBs nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:

10.10.2.1 makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT; or

10.10.2.2 accepts any responsibility for the information contained in the ITT or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

10.10.3 Any persons considering making a decision to enter into contractual relationships with the Authority and/or, as applicable, relevant OCB following receipt of the ITT should make their own investigations and their own independent assessment of the Authority and/or, as applicable, relevant OCB and its requirements for the services and should seek their own professional financial and legal advice. For the avoidance of doubt the provision of clarification or further information in relation to the ITT or any other associated documents (including the Schedules) is only authorised to be provided following a query made in accordance with paragraph 10.14 of this Invitation to Tender.

10.10.4 Any Framework Agreement concluded as a result of this ITT shall be governed by English law.

10.11 Collusive Behaviour

10.11.1 Any Tenderer who:

10.11.1.1 fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other party; or

10.11.1.2 communicates to any party other than the Authority or, as applicable, relevant OCB the amount or approximate amount of its proposed Tender or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or insurance or any necessary security); or

10.11.1.3 enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Tender; or

10.11.1.4 enters into any agreement or arrangement with any other party as to the amount of any Tender submitted; or

10.11.1.5 offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender, any act or omission, shall (without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability which such conduct by a Tenderer may attract) be disqualified.

10.12 No Inducement or Incentive

10.12.1 The ITT is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Tenderer to submit a Tender or enter into the Framework Agreement or any other contractual agreement.

10.13 Acceptance and Admission to the Framework Agreement

10.13.1 The Tenderer in submitting the Tender undertakes that in the event of the Tender being accepted by the Authority and the Authority confirming in writing such acceptance to the Tenderer, the Tenderer will within 30 days of being called upon to do so by the Authority execute the Framework Agreements in the form set out in schedule 4 or in such amended form as may subsequently be agreed. The Authority shall be under no obligation to accept the lowest or any Tender.

10.14 Queries Relating to Tender

10.14.1 All requests for clarification about the requirements or the process of this procurement exercise shall be made in accordance with 10.14.3 of these Instructions.

10.14.2 The Authority will endeavour to answer all questions as quickly as possible, but cannot guarantee a minimum response time. The Public Contracts Regulation 2006 require that Contracting Authorities respond to any request for clarification at least 6 days' before the deadline for receipt of Tenders. In order to satisfy this requirement, the Authority has designated a specific window of time to deal with clarification requests from Tenderers

10.14.3 Clarification requests can be submitted via the e-tender portal only from 17/1/14.

10.14.3.1 No further requests for clarifications will be accepted after 18/2/14.

10.14.3.2 In order to ensure equality of treatment of Tenderers, the Authority intends to publish the questions and clarifications raised by Tenderers together with the Authority's responses (but not the source of the questions) to all participants on a regular basis.

10.14.4 Tenderers should indicate if a query is of a commercially sensitive nature – where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if the Authority at its sole discretion does not either; consider the query to be of a commercially confidential nature or one which all Tenderers would potentially benefit from seeing both the query and Authority's response, the Authority will:

10.14.4.1 invite the Tenderer submitting the query to either declassify the query and allow the query along with the Authority's response to be circulated to all Tenderers; or

10.14.4.2 request the Tenderer, if it still considers the query to be of a commercially confidential nature, to withdraw the query.

10.14.5 The Authority reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.

10.15 Amendments to Tender Documents

10.15.1 At any time prior to the deadline for the receipt of Tenders, the Authority may modify the ITT by amendment. Any such amendment will be numbered and dated and issued by the Authority to all prospective Tenderers by 19/2/14. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing their Tenders, the Authority may, at its discretion, extend the Deadline for receipt of Tenders.

10.16 Late Tenders

10.16.1 Any Tender received at the designated point after 12 Noon on 28th February 2014 may be rejected unless the Tenderer can provide irrefutable evidence that the Tender was capable of being received by the due date and time.

10.17 Modification and Withdrawal

10.17.1 Tenderers may modify their Tender prior to the Deadline via re-publishing their electronic bid. No Tender may be modified subsequent to the Deadline for receipt.

10.17.2 Tenderers may withdraw their Tender at any time prior to the Deadline or any other time prior to accepting the offer of a Framework Agreement. The notice to withdraw the Tender must be in writing and sent to the Authority via the e-tender portal.

10.18 Right to Reject/Disqualify

10.18.1 The Authority reserves the right to reject or disqualify a Tenderer where:

10.18.1.1 the Tenderer fails to comply fully with the requirements of this Invitation to Tender or is guilty of a serious misrepresentation in supplying any information required in this document and/or

10.18.1.2 the Tenderer is guilty of serious misrepresentation in relation to its Tender and/or

10.18.1.3 there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Tenderer.

10.19 Right to Cancel, Clarify or Vary the Process

10.19.1 The Authority reserves the right to:

10.19.1.1 amend the terms and conditions of the Invitation to Tender process,

10.19.1.2 cancel the evaluation process at any stage; and/or

10.19.1.3 require the Tenderer to clarify its Tender in writing and/or provide additional information. (Failure to respond adequately may result in the Tenderer not being selected),

10.20 Customer References

10.20.1 After the receipt of Tenders, the Authority may visit at least one customer reference site of the Tenderer and may seek written references from any other designated customers which are not visited.

10.21 Notification of Award

10.21.1 The Authority will notify the successful Tenderer(s) of their admission to the Framework Agreement in writing via the e-tender portal and will publish an Award Notice in the Official

Journal of the European Union in accordance with the Public Contracts Regulations 2006 within 48 days of the award of the contract.

10.21.2 Following a minimum standstill period of 10 calendar days, subject to there being no substantive challenge to that intention, a Framework Agreement will be formally awarded to the successful Tenderer(s).

10.21.3 All unsuccessful Tenderers will be provided with an “unsuccessful letter via the e-tender portal at the start of the standstill period notifying them of the outcome of the evaluation exercise. This will include details of:

- the award criteria;
- the score of the Tenderer;
- a summary of the relative strengths and weaknesses of their Tenderer.
- the name of the successful Tenderer/s and why that Tenderer was successful;
- the score for the successful Tenderer/s.

10.22 Marketing of the Framework

10.22.1 The Framework Agreement will be publicised via the National Procurement Service and the Collaborative Works Group representing Local Authorities across Wales.

Schedule One

Specification

Scope of Services to be included within the Wales Public Sector Framework for Construction Consultancy Services

This framework agreement brings together project management, design and a number of ancillary technical services designed primarily to assist clients in delivering a wide range of property related projects. The service package can be used as a comprehensive "one-stop-shop" consultancy solution (All-In) or as a schedule of specialist elements which can be purchased in isolation or any bespoke combination according to client need.

The All-In option will be used where a lead consultant is required take responsibility for and manage the contracts for all required services on a particular commission.

It provides clients with access to a full Project Management & Design team service to progress clients through the RIBA Plan of Works 2013 when delivering new build schemes, refurbishment and major programmes of work.

All specified services must be provided within the hourly rate submitted including all travel and subsistence. Additional specific requirements may be included at the mini-competition stage and would be priced as separate disbursements.

Architecture

The authority is seeking to appoint to the framework Architectural Practices able to provide a suitable, professionally qualified resource to undertake potential commissions, as a minimum, applying practices must hold RIBA Chartered Practice status or equivalent.

Practices must use a computer aided design package (Autocad or equivalent) maintaining and upgrading such a system to exploit the potential of new technological developments where reasonable.

Specifications must be produced in an NBS format.

Duties will include:-

- Production of affordable and sustainable architectural building design
- RIBA plan
- Project Briefs
- Specifications
- Design guides and design codes
- Planning applications and building control applications
- Infrastructure studies
- Design audit, and advice,
- DDA & access arrangements
- Design quality

- Whole life cost
- Regeneration
- Energy conservation and sustainability advice, assessments and implementation
- Achievement of EPC “A” for grant funded refurbishment works.
- Preparation of work packages suitable to tender, procurement management, monitoring of construction works
- Health safety environment management
- Training.
- Interior design
- 3D Design

Mechanical and Electrical Engineering

The authority is seeking to appoint to the framework Mechanical and Electrical Engineering Practices able to provide a suitable, professionally qualified resource to undertake potential commissions, as a minimum, applying practices must have **personnel at a senior level within the organisation** who is/**are** a fully qualified Engineer (CEng), chartered by an appropriate and relevant institution licensed by the Engineering Council (CIBSE, IMechE etc) in addition to any technical or supporting staff.

Practices must use a computer aided design package (Autocad or equivalent) maintaining and upgrading such a system to exploit the potential of new technological developments where reasonable.

Specifications must be produced in an NBS format.

Duties will include:-

- Production of Affordable and Sustainable Engineering Design
- Upgrading and refurbishment projects
- Asset Condition Surveys
- Design/Management
- Feasibility Studies
- Utility Assessments
- Whole Life Cost Assessment
- Electrical Services
- Achievement of EPC “A” for grant funded refurbishment works.
- Mechanical Services
- CCTV and Access Control
- Noise Control
- Energy Efficiency
- Thermal modelling
- Daylight assessments
- Acoustics
- Whole Life Cost Considerations
- Preparation of work packages suitable to tender
- Procurement Management, Monitoring of Construction Works
- Health Safety
- Environment Management
- Training.

- Air conditioning.
- Telecommunications and IT infrastructure.
- Fire alarms and lift installations

Quantity Surveying

The authority is seeking to appoint to the framework Quantity Surveying Practices able to provide a suitable, professionally qualified resource to undertake potential commissions, as a minimum, applying practices must have **personnel at a senior level within the organisation** who is/**are** a fully qualified Surveyor holding full membership of the RICS (MRICS) or equivalent in addition to any technical or supporting staff.

Preliminaries, General Conditions and Specifications must be produced in an NBS format.

Successful practices will be able to produce a Bill of Quantities using a standard method of measurement in addition to other schedules of rates.

Duties will include:-

- Inception
- Sketch Design
- Detailed Feasibilities
- Tender Evaluation and Reporting
- Valuations and Cost Reporting
- Conclusion of Final Accounts
- Deliver Affordable and Sustainable refurbishment projects
- Commercial or mixed-use developments
- Land Remediation
- Infrastructure projects
- Appraisal work
- Direct Development and Post Agreement Monitoring
- Whole Life Cost Considerations
- Preparation of work packages suitable to tender
- Procurement Management, Monitoring of Construction Works
- Contract Administration
- Health Safety Environment Management
- Training

CDM Co-ordination

CDMC Services will be provided in compliance with the CDM Regulations 2007 and the accompanying ACOP.

Note: the regulations are currently under review, therefore services and associated costs must be adjusted for compliance as detailed under the revised regulations where applicable.

The authority is seeking to appoint to the framework CDM-C Practices able to provide a suitable, professionally qualified resource to undertake potential commissions, as a minimum, applying practices must provide a resource of appropriately experienced and qualified CDM Co-ordinators with membership of a relevant construction-related professional institution e.g. membership of the Health and Safety register operated by the Institution of Civil Engineers (ICE), membership of

the design register or CDM co-ordinators' register operated by the Association for Project Safety (APS), or membership of the CDM co-ordinators' register administered by the Institution of Construction Safety (ICS).

Duties will include:

- Advise and assist the client with his/her duties.
- Notify HSE on relevant projects.
- Co-ordinate health and safety aspects of design work and co-operate with others involved with the project from conception to completion.
- Facilitate good communication between client, designers and contractors.
- Liaise with the principal contractor regarding ongoing design.
- Identify, collect and pass on pre-construction information
- Prepare/update health and safety file.

Structural Engineering

The authority is seeking to appoint to the framework Structural Engineering Practices able to provide a suitable, professionally qualified resource to undertake potential commissions, as a minimum, applying practices must have **personnel at a senior level within the organisation** who is/**are** a fully qualified Engineer (CEng), chartered by an appropriate and relevant institution licensed by the Engineering Council (MStructE) in addition to any technical or supporting staff.

Practices must use a computer aided design package (Autocad or equivalent) maintaining and upgrading such a system to exploit the potential of new technological developments where reasonable.

Specifications must be produced in an NBS format.

Duties will include:-

- Provide services relevant to their discipline in structural engineering and associated infrastructure works, for new build, refurbishment or upgrading projects.
- They will provide affordable and sustainable designs and advice having regard to all current standards and regulations.
- Provide the client with plans and associated documents, including structural calculations, load bearing capacities and cost effective solutions as appropriate for all stages of the project.
- Advise the Design Teams on the merits of alternative solutions considered appropriate for projects to demonstrate the achievement of Best Value.
- Co-operate with and advise the design team to ensure a coordinated approach for all relevant elements of projects to prevent clashes of installations and other elements of structure.
- Consider the ethos of BREEAM where appropriate in design together with other environmental issues.
- There may be a requirement to undertake associated drainage design.

Project Management

The authority is seeking to appoint to the framework Project Management Practices able to provide a suitable, professionally qualified resource to undertake potential commissions, as a minimum, applying practices must have **personnel at a senior level within the organisation** who hold a professional construction qualifications, chartered by an appropriate and relevant institution in addition to any technical or supporting staff.

The Project Manager will:-

Be required to work closely with the client and all members of the design team effectively forging the team into an effective entity focused upon the successful delivery of the scheme and recognising the lead role of the architect in the organisation of the design team.

Undertake the delivery of a project within established construction industry best practice whilst embracing the PRINCE 2 Methodology.

Establish and maintain an organisational structure that will effectively deliver the desired outcomes.

Ensure the coordination of all development tasks and team members, managing flow of information and adherence to deadlines

Exercise control over quality of work and proposals brought forward by consultants and others working on the development process.

Duties will include:-

- Project and Programme Management Service to act on behalf of the Client to include upgrading and refurbishment of the land and premises
- Land remediation, infrastructure and development.
- Business /Economic Support & Operating
- European Regional Develop Funding
- Actions plans
- Risk Management,
- Science and Research
- Leisure and Tourism
- Information Technology and Strategy Development
- Management of Procurement
- Preparation of work packages suitable to tender
- Monitoring of Construction Works,
- Health Safety Environment Management
- Gateway Reviews
- Knowledge Transfer
- Share Best Practice
- Skills / Training Delivery

Ecology

The authority is seeking to appoint to the framework Ecology Practices able to provide a suitable, professionally qualified resource to undertake potential commissions, as a minimum, applying practices must have **personnel at a senior level within the organisation** who is/are a fully

qualified full member of the Chartered Institute of Ecology and Environmental Management (MCIEEM) or equivalent in addition to any technical or supporting staff.

The authority is seeking to appoint practices capable of providing a full range of ecological services, whether directly or via the use of appropriately qualified sub-contractors holding the relevant licenses.

Duties will include:-

- Sustainability Innovation
- Buildings
- Communities
- Environment Management Services
- Carbon Reduction
- Impact Assessment
- Advice on Best Practice & Government legislation
- Feasibility Studies
- Marketing Events
- Site Safety and Regulatory Assessments
- Contaminated Land
- Waste Management
- Land Reclamation & Remediation Management
- Ecology
 - Ecological Risk Assessments
 - RAMs Method Statements
 - Habitat Surveys
 - A full range of individual species surveys
 - Conservation Management Plans
- Archaeology
- Sustainability Development
- Renewable Energies
- BREEAM, CEEQUAL Environmental Technologies and Services
- Flooding
- Invasive Weed
- Rural and Coastal Issues
- Health, Design, Regeneration and skills
- Whole Life Cost Considerations
- Sustainable Procurement
- Preparation of work packages suitable to tender
- Monitoring of Construction Works
- Training.
- Graphics Production

Successful practices will have a working knowledge of issues surrounding Pollution Control, Noise and Air Quality.

Landscape Architecture

Services are to be in accordance with the Landscape Institute Landscape Consultants Appointment - Revised May 1998.

The authority is seeking to appoint to the framework Landscape Architecture Practices able to provide a suitable, professionally qualified resource to undertake potential commissions, as a minimum, applying practices must have **personnel at a senior level within the organisation** who **is/are** a fully qualified chartered member of the Landscape Institute (CMLI) or equivalent in addition to any technical or supporting staff.

Duties will include:-

- Reporting on Area Regeneration Studies, Master Plans and Sub-regional Strategies, Landscape/Townscape analysis
- Town / Master planning,
- Soft and hard landscape design
- Urban Design & Guidance
- Feasibility Studies
- Site Appraisals
- Preparation of work packages suitable to tender
- Planning Applications
- Landscape design
- Public Art
- Procurement
- Presentation Visualisations
- Advice on Best Practice & Government Policy
- Monitoring of Construction Works
- Adoption works, Heritage
- Landscape Studies
- Community Engagement
- Sustainability
- Transport Planning & Studies
- Liaison with Dependant Parties
- Training

BREEAM Assessment

1) Pre assessment advice

Set standard for best practice in sustainable building design, construction and operation.

Review scheme information with regard to BREEAM criteria (current standards)

Provide pre assessment document indicating baseline rating and including suggested specification uplift, to meet required BREEAM rating.

Provide support to ensure that tender documents meet the required standards.

Review and comment as necessary on BREEAM issues as the design progresses.

Attend design team meetings.

2) Design and Procurement

Review submitted information for formal assessments.

Provide interim reports indicating what has been achieved and list further requirement.

Attend meeting

Determine outstanding information or issues raised during the formal assessment.

Provide formal Design and Procurement Assessment

Submit to BRE for Design and Procurement Certification

3) Post Construction Review

Review as built drawings and specification against Design and Procurement information

Undertake site inspection to verify construction.

Undertake formal Post Construction Review assessment.

Issue to BRE for Post Construction Review Certification

4) BREEAM Accredited Professional

Carry out the role of BREEAM Accredited Professional (AP) throughout the project as required.

This lot will be employed where the design elements are being undertaken in house.

All-In

The All-In option will be used where a lead consultant is required take responsibility for and manage the contracts for all required services on a particular commission.

1. Lead consultant/project management
2. Architectural service/ lead designer
3. M&E services
4. Structural Engineer Service
5. Quantity Surveying/cost consultant

A fully qualified professional for each discipline must be made available to the framework in line with the requirements detailed under each individual section of this specification.

We would require the bidding organisation to have **at least one member of staff at a senior level within the bidding organisation who is** professionally qualified within one of the following disciplines; Architecture, Mechanical and Electrical Engineering, Structural Engineering or Quantity Surveying.

Sub Consultant (to be appointed separately)

- Ecologist
- Archaeologist
- BREEAM assessor
- (CDM-C appointed by the client)
- Landscape Architect
- Civil Engineer

The multi-disciplinary services (All-in Project Management & Design team) must progress clients brief through the RIBA "Plan of Work; Multi-Disciplinary Services" Work Stages A - L1 (1-7) to deliver the project.

Required standards and duties for each individual discipline will be in line with the individual appointment within the framework, with additional responsibilities for the Lead Consultant/project manager as listed:

- Defining the client's requirements,
- identifying constraints
- developing and maintaining a project strategy
- the appointment of appropriate professional skills
- creating a management structure and good communications environment in which all parties can perform effectively.
- developing project procedures, including identifying relevant existing procedures of the client
- administrative actions such as contributions to and frequency of progress reports, validation of certificates, invoices etc. (see also RIBA Work Stage Procedures)
- developing and managing change control procedures
- monitoring performance activity, cost planning, change control, programme and progress
- evaluating performance of the project in use.
- BREEAM where appropriate within the design together with other environmental issues that occurs.

General requirements applicable to all lots:-

Practices will be able to demonstrate a level of experience appropriate to the value bands in which they are bidding (see minimum requirements as detailed within the qualification section of this ITT). Further evidence may be sought to verify the information provided, if such evidence cannot be provided any contract/agreement may be cancelled.

Practices will adhere to their relevant professional bodies codes of conduct at all times.

Organisations are at different stages with implementation of the use of BIM suppliers will be expected to work with participating organisations regarding development of BIM in line with individual authority and WAG requirements.

The Service Provider must allow for all work necessary for the delivery of the project including but not limited to the following:

- All project management duties with regard to the services specified within the applicable lot.
- Contract administration.
- Employers agent
- Expert witness
- Cost Management
- Supply Chain Management
- Where applicable and appropriate due consideration will be given to BREEAM Excellence requirements
- Conservation area, listed building, historic estate and archaeological reviews
- Specific outputs defined by the client within the specification for the further competition
- Service Provider specified outputs
- Compliance with all Clients policies in the development of the design and other Outputs;
- Stakeholder consultations and approvals e.g. planning authorities, building control, fire authorities, facilities management, site security and Client representatives
- All disciplines to be represented at relevant meetings, site visits, workshops and discussions;
- Preparing all necessary project documentation, including agendas, minutes of meetings, formal contract correspondence; appointment documentation and obtaining specialist fee quotations;
- Providing resource input into the development e.g. attending framework/ supply chain meetings, workshops, away days and other events organised by the Client.
- The Service Provider will be responsible for managing and maintaining the relationship with the Client through the framework, including providing feedback on potential improvements that could be implemented and integrated into the project deliverables at agreed intervals.
- Production of hard copy drawings/designs/schedules as required for tender/contract purposes and a full set at each revision as required by the Client/Project Manager.
- There may be a requirement to produce documentation in and attend and present at meetings which are conducted in the Welsh Language.

- Attending meetings as and when required in line with the needs of the project.

The fees submitted by the Service Provider are deemed to include all necessary services which could reasonably be expected of a professional working in the specified field, this includes but is not limited to all account management, internal processes, provision of management information, travel, subsistence and accommodation expenses.

Indicative Characteristics of Staff Grades

The Framework is priced against three grades of staff, the table below details the expected experience and qualification at each level.

Grade	Characteristics	% Weighting for Evaluation
Technical Staff Technician/Senior Technician	Technical competence and with demonstrable experience working within the discipline and on projects relevant to the requirements of the lot.	35
Professional Staff Senior Consultant	Staff at this grade must be professionally qualified in the required discipline and be able to demonstrate significant experience of managing and successfully delivering a broad range of relevant projects within the appropriate category and value band.	50
Partner/Principal	Staff at this grade must be professionally qualified in the required discipline and be able to demonstrate substantial experience, at a managerial level, of managing and successfully delivering a broad range of relevant projects within the appropriate category and value band.	15

Construction Procurement Strategy for Wales

The Framework seeks to promote the ethos of the Construction Procurement Strategy for Wales and expects all clients and successful suppliers to adhere to the principles of the Construction Commitment Charter for Wales where applicable.

<http://www.cewales.org.uk/cew/wp-content/uploads/Construction-Procurement-Strategy-E.pdf>

Community Benefits

Procurement is viewed as a key driver for delivering the organisations sustainable development commitments. The organisation is striving to develop a vibrant Welsh economy capable of delivering strong and sustainable economic growth by providing opportunities for everyone in Wales. Sustainable Development means ensuring that our actions contribute in the round to social, economic and environmental well-being now and in the future; improving the environment, building stronger communities, reducing social exclusion and poverty and encouraging the development of the economy. The organisation's commitment to deliver 'community benefit' outcomes from our procurement activity is designed to ensure that wider social and economic issues are taken into account when spending public money. The intention is to achieve the very best value for money in the widest sense.

At award of contract following a mini competition, within the highest value bands, the successful tenderer will be expected to work with the contract manager to maximise the community benefits delivered through the contract. The community benefits element may at this point, where appropriate and applicable, form a special condition of contract and expectations in terms of fulfilment of such benefits will be outlined per individual contract. These benefits will be on a non-core basis, i.e. they will not form part of the contract award criteria however will become a condition of the contract.

Examples of the types of community benefits that may be sought include:-

- 1. Training and employment opportunities including work placement for undergraduates, working with local schools and colleges including work experience etc.**
- 2. Contributing to local regeneration schemes/initiatives**
- 3. Other benefits as appropriate to the contract under consideration**

Monitoring

It is the Council's intention to assess the additional value delivered through the contract where appropriate/applicable. Information may be requested to be reported on an annual basis, key information may include:-

- Breakdown of contract spend on business/suppliers verses people/staff
- Amount spent with Welsh based suppliers
- Amount spent on Welsh based SMEs
- Amount spent on Welsh based third sector enterprises
- Amount spent on Welsh based staff
- Total number of unemployed people hired
- Training completed
- Community engagement & contributions

General advice on Community Benefits is available from:

Nina Ruddle, Value Wales Project Manager
Email: CommunityBenefits@wales.gsi.gov.uk or
Communitybenefits@cymru.gsi.gov.uk

Special Terms

Fair Payment

UK government policy is to expect all public sector organisations to pay suppliers within 10 working days of the receipt of a valid invoice. Whilst standard payment terms within contracts remain at 30 days, it is generally accepted that suppliers will be paid within 10 working days.

The successful Supplier(s) must pay their sub-contractors within 30 days of the receipt of a valid invoice.

Performance Management

The Authority and NPS will be responsible for the overall management of the Agreement and they will also be responsible for liaison with all OCBs. However, individual OCBs will manage the routine management and resolution of queries related to individual Orders.

There will be a nominated Contract Manager to manage this Agreement. The Contract Manager will also be available to act as a mediator between individual OCBs and the Supplier where routine queries related to individual Orders can not be resolved.

The continuance of the Agreement will be subject to performance in all respects meeting all the requirements of the Agreement. In the event that contract monitoring and review indicates that performance is failing to maintain acceptable standards, grounds will exist for the Agreement to be terminated and for the Client to seek alternative arrangements.

Management Information for the Authority and NPS

In order for the Authority and NPS to track uptake, benefits and trends/patterns the Supplier(s) will be required to submit management information reports as requested by the Contract Manager, detailing Agreement take up by the various Clients, monthly expenditure per organisation, spend, etc.

Upon award of the Agreement, framework KPIs are to be used for the life of the Agreement and will be reviewed on a regular basis or as and when required through mini competition.

At the start of each financial year (April – March), the successful Supplier(s) will be provided with three excel spreadsheets for completion on a regular basis.

The first spreadsheet will require the Supplier(s) to record spend information exclusive of VAT for Clients across the Welsh public sector and must be returned to the Contract Manager on a quarterly basis by the 10th day of each month.

The second will detail key performance indicators on the performance of the Agreement. However, this may be subject to change during the lifetime of the Agreement and must be returned on a quarterly basis and as a general rule a week prior to any Review meetings.

At the start of each financial year (April – March), the successful Supplier(s) will also be provided with a Community Benefits spreadsheet for completion on a six monthly basis, where applicable.

Please confirm your ability to provide Management Information, Key Performance Indicators, and Community Benefits information in the Qualification Questionnaire.

Management Information for Clients

The successful Supplier(s) will supply OCBs directly with their own management information as and when requested.

Supplier Review Meetings

Six monthly supplier review sessions may be held with representatives of the Clients to assess their performance within the agreement. This will normally be held at Welsh public sector premises.

Suppliers failing to meet performance requirements will be requested to attend a full review meeting to explore the issues and agree a resolution plan. The plan will be monitored by the contract management team.

Performance Issues

The Authority may terminate the Agreement by written notice to the Supplier if the Supplier (in the sole opinion of the Authority) persistently or regularly fails to comply with the timescales and procedures for submission of Management Information reports and/or meet the Key Performance Indicators and/or submit Community Benefits information and/or fails to comply with the resolution plan.

Account Management

The successful Supplier(s) will be expected to provide a dedicated Account Manager for the duration of this Agreement. The Account Manager must have the necessary authority to manage and resolve any issues that arise in the overall performance of the agreement. Please confirm your ability to do this in the qualification questionnaire.

The Authority and NPS will expect the highest standards of account management and customer service under this Agreement.

Commissioning of Work

Suppliers should not carry out work without an appropriate commitment for the activity from the public sector client or service recipient.

Examples of public sector commitments to commissioning of work include:

Purchase Orders

ePayment Cards (eg. Welsh Purchasing Card).

Purchase Orders through eTrading systems.

Invoicing

Invoices must be submitted electronically if requested by the Authority, OCBs will decide whether they wish to use online/electronic invoicing systems and will advise suppliers accordingly. Invoices must meet the authorisation and audit requirements of the Client.

As a minimum, invoices will provide:

The Framework Agreement Number NWPP_039

Client Purchase Order Number/Reference.

Service type.

Details of agreed call off terms.

Charging unit.

Charge quantity.

VAT.

Total charge including VAT.

The Supplier(s) shall provide a break down of all costs as required by individual Clients.

The Supplier(s) will adopt alternative approaches to paying for Services if better value for money can be demonstrated by new methods that are compatible with the Client's systems, i.e. consolidated invoices.

A Client may request extra detail to appear on each invoice. It is critical that each invoice makes clear what has been charged and why, and that its layout facilitates checking, approval and audit.

Payment from Other Contract Bodies (OCBs)

The preferred method of payment within the Welsh public sector varies from one Client to another. As well as the normal payment methods such as BACS and Faster Payments, some Clients may wish to use the Welsh Purchasing Card (either as a VISA or MasterCard product) as the means of paying for services.

Some organisations making use of any contract awarded as a result of this tender may wish to use the Welsh Purchasing Card (either as a VISA or MasterCard product) as the means of paying for goods and services.

E –Procurement Capability

A number of bodies within the Welsh Public Sector use the all–Wales electronic eTrading system under the programme named eProcurement Service Wales (ePS). Consequently, one or more organisations procuring through this agreement will require suppliers to be capable of conducting business electronically, including but not limited to Purchase Order receipt and invoice delivery. There are no licence fees or transaction costs applicable to suppliers using the eTrading system and support is available to help suppliers in registering and using the system.

The Supplier(s) must report all new business to the appointed Client’s contact and also to the NPS.

The Supplier(s) will be expected to respond directly to queries from Clients.

Information, Publicity and Marketing Literature related to the Agreement

The Supplier(s) will be expected to respond directly to queries from the Authority, NPS or OCBs.

The Supplier(s) will be expected, if required in the specification for projects/programmes, to use any literature or information provided by the Clients, for distribution to those in receipt of services (Customers) or wider stakeholder audiences.

The Supplier will be expected to participate in promotional events upon reasonable request.

It is not anticipated that Suppliers will be required to produce marketing literature for the purposes of this Agreement. However, any literature (marketing, publicity or otherwise), including press releases etc produced for the purposes of this Agreement, must be approved by the Authority Contract Manager and the appointed Client contact within the OCB, prior to implementation

Schedule Two

Momorandum of Understanding/Participation Agreement

**MEMORANDUM OF UNDERSTANDING
FOR
PARTICIPATION IN WALES PUBLIC SECTOR CONSTRUCTION CONSULTANCY
FRAMEWORK AGREEMENT**

BACKGROUND

- 1** Wrexham County Borough Council (“WCBC”), supported by the North Wales Procurement Partnership, is taking the requirements for services of **[NAME OF PARTICIPATING ORGANISATION’]** (“Participating Organisation”) to market in respect of Public Sector Construction Consultancy Services in Wales (“Project”).
- 2** The Participating Organisation wishes to participate in the Project and benefit from a Framework Agreement (“Framework Agreement”) to be entered into for the provision of services by the successful Framework contractor(s) (“Contractor”).
- 3** WCBC and the Participating Organisation (“Parties”) wish to record the basis on which they will collaborate with each other in relation to the Project in this Memorandum of Understanding (“MoU”).

KEY OBJECTIVE FOR THE PROJECT

- 4** The key objective for this Project is the timely selection and appointment of Contractors to supply services to WCBC and to the Participating Organisations.

ROLES AND RESPONSIBILITIES

- 5** WCBC shall be responsible for:
 - 2.5.1** Preparing the procurement document set, which may include the invitation to tender, the requirement specification and call-off procedure (collectively the “Procurement Documentation”);
 - 2.5.2** Developing the Project plan;
 - 2.5.3** Providing the Participating Organisations with guidance and information on the procurement process;
 - 2.5.4** Specifying the award criteria and developing the evaluation plan; and
 - 2.5.5** Conducting the procurement process including but not limited to;
 - 2.5.5.1** *Advertising the Project, inviting Contractors to submit tenders and dealing with any enquiries arising during the procurement process;*
 - 2.5.5.2** *Selecting the Contractors to be appointed to the Framework Agreement;*

2.5.5.3 Providing the Participating Organisations with documentation evidencing the approach and selection of the appointed Contractors;

2.5.5.4 Finalising and concluding the Framework Agreement with the appointed Contractors

6 The Participating Organisation shall be responsible for:

2.6.1 Inputting into the requirement specification for inclusion in the Procurement Documentation;

2.6.2 Committing to the process of concluding a Framework Agreement with the appointed Contractors; and

2.6.3 All subsequent activity in respect of the services procured by the Project.

PRINCIPLES OF COLLABORATION

7 The Parties agree to adhere to the following principles when carrying out the Project ("Principles"):

2.7.1 *collaborate and co-operate* - adhere to the roles and responsibilities set out in this MoU to ensure that activities are delivered and actions taken as required to facilitate delivery of the Project;

2.7.2 *be open* - communicate openly about major concerns, issues or opportunities relating to the Project;

2.7.3 *act in a timely manner* - recognise the time critical nature of the Project and respond accordingly to requests for support;

2.7.4 *deploy appropriate resources* - ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this MoU;

2.7.5 *act in good faith* - to support completion of the Project and compliance with these Principles; and

2.7.6 *not undermine the Project* - do not allow a course of action to be taken which will adversely affect achievement of the Project, the key objectives or compliance with these Principles.

RESOLUTION OF ISSUES

- 8** If the Participating Organisation receives any formal inquiry, complaint, claim or threat of action from a third party (including but not limited to requests for information made under the Freedom of Information Act 2000) in relation to the Project, the matter shall be promptly referred to WCBC. No action shall be taken in response to any such inquiry, complaint, claim or action, to the extent that such response would adversely impact the Project without the approval of WCBC.

TERM AND TERMINATION

- 9** This MoU shall commence on the date of signature by both parties and shall expire on the earlier of the date on which:
 - 2.9.1** The Framework Agreement reaches its expiry or is terminated;
 - 2.9.2** the Participating Organisation notifies WCBC in writing of its withdrawal from the Project;

CHARGES

- 10** The Parties shall each bear their own costs and expenses incurred in respect of compliance with their obligations under this MoU.

STATUS

- 11** This MoU is not intended to be legally binding and no legal obligations or legal rights shall arise between the Parties from the provisions of this MoU. The Parties enter into the MoU intending to honour all their obligations.

AUTHORITY

- 12** The Participating Organisation wishes to participate in the Project and appoints WCBC to act as its agent; and as such to proceed with the associated procurement on the basis of the understanding documented in this MoU.
- 13** The Participating Organisation specifically authorises WCBC to disclose the interest of the Participating Organisation in this Project and award (subject to the conclusion of the Framework Agreement) to the appointed Contractors.

SIGNED for and on behalf of the Participating Organisation

Signature : ; Name :

Position : ; Date :

SIGNED for and on behalf of Wrexham County Borough Council

Signature : ; Name :

Position : ; Date :

CONTACT POINTS

For the Participating Organisations

Name:

Office Address:

Tel No:

Email Address:

For Wrexham County Borough Council

Name:

Office Address:

Tel No:

Email Address:

Schedule Three

Expenditure Data Against Previous North Wales Agreement

From data as at September 2012 – Years 1-3 of Framework (incomplete).

Value Bands refer to total constructional contract value.

The table below shows the % number of call offs and average fee paid within each lot and value band based on data provided against the previous framework (NB: %'s and averages have been used as an indicator only as this data is not complete and only relates to the 6 North Wales Local Authorities).

Current Value Band (£'000)	1 - Arc	Average Fee Per Band	2-M&E	Average Fee Per Band	3-QS	Average Fee Per Band	4-CDMC	Average Fee Per Band	5-Struct	Average Fee Per Band	6 - All In	Average Fee Per Band	Grand Total	Overall Average Fee Per Band
1 0-50	0.00		0.70	£766	0.00		5.59	£763	4.20	£2,178	0.00		10.49	£1,268
2 50-100	0.00		2.80	£2,239	0.00		6.99	£705	3.50	£1,239	0.00		13.29	£1,109
3 100-250	1.40	£17,583	4.90	£2,793	2.10	£1,653	15.38	£971	2.10	£3,774	1.40	£6,909	27.27	£2,871
4 250-500	0.00		2.80	£5,814	1.40	£6,007	9.79	£1,774	2.10	£3,252	0.70	£28,488	16.78	£4,098
5 500-1,000	0.00		1.40	£8,043	0.70	£15,925	2.10	£2,492	1.40	£7,195	0.00		5.59	£6,734
6 1,000-2,000	0.70	£28,890	4.20	£14,097	2.10	£14,231	1.40	£3,359	2.10	£13,476	0.00		10.49	£13,554
7 2,000-4,000	0.00		2.10	£57,583	0.00		2.80	£4,588	0.70	£45,000	0.00		5.59	£29,512
8 4m+	2.10	£70,730	2.10	£54,355	2.10	£36,632	2.10	£17,233	2.10	£46,787	0.00		10.49	£45,147
Grand Total	4.20		20.98		8.39		46.15		18.18		2.10		100.00	

From data as at September 2012 (incomplete).

The table below shows the NW expenditure as known in September 2012 against the value bands both as actual expenditure and as a % of the whole.

Value Band	1-Arc	As a % of Prof	2-M&E	As a % of Prof	3-QS	As a % of Prof	4-CDMC	As a % of Prof	5-Struct	As a % of Prof	6-All In	As a % of Prof	Totals	As a % of Total Spend
0-250,000	£ 35,165	12.73	£ 24,241	5.01	£ 4,960	2.67	£ 31,611	22.47	£ 28,405	10.21	£ 13,818	32.66	£ 138,200	9.82
250,001-£1m	£ -	0.00	£ 39,341	8.13	£ 27,938	15.06	£ 32,312	22.97	£ 24,144	8.67	£ 28,488	67.34	£ 152,223	10.82
£1m - £2m	£ 28,890	10.46	£ 84,584	17.48	£ 42,693	23.02	£ 6,718	4.78	£ 40,429	14.53		0.00	£ 203,314	14.45
£2m - £4m	£ -	0.00	£172,750	35.69	£ -	0.00	£ 18,350	13.04	£ 45,000	16.17	£ -	0.00	£ 236,100	16.78
£4m +	£ 212,190	76.81	£163,065	33.69	£109,895	59.25	£ 51,700	36.75	£140,362	50.43	£ -	0.00	£ 677,212	48.13
Totals	£ 276,245	100.00	£483,981	100.00	£185,486	100.00	£ 140,691	100.00	£278,340	100.00	£ 42,306	100.00	£1,407,049	100.00

Schedule Four

Framework Agreement

Terms and Conditions to be entered into with the appointed Providers and Wrexham County Borough Council ('the Authority').

1.1 Background

The Provider has tendered to provide construction consultancy services to the Authority and Other Contracting Bodies entitled to use this Framework Agreement, from time to time.

1.1.1 The Authority and the Provider have agreed to enter into this Framework Agreement by way of acceptance of the Provider's tender appended to this Framework Agreement at Appendix 1 upon and subject to the terms of this Framework Agreement.

1.2 Agreement

The Provider agrees to perform and provide the Services from time to time requested by the Authority, or any Other Contracting Body entitled to use this Framework Agreement, in relation to an Order, subject to and in accordance with the terms of this Framework Agreement, and any subsequent Order. The Provider is not obligated to undertake works offered within the Framework Agreement.

1.2.1 The Provider acknowledges that other Providers have been appointed to supply services to the Authority and the Other Contracting Bodies under similar but separate framework agreements as part of the tender process pursuant to which it is now entering into this Framework Agreement.

1.2.2 The Provider acknowledges and agrees that the Authority does not undertake to place any orders pursuant to this Framework Agreement and reserves the right to contract with anyone else for the provision of the Services.

1.2.3 The Authority and the Provider intend that each of the Other Contracting Bodies shall have the right to require the Provider at any time to enter into contractual relations with any of the Other Contracting Bodies for the supply of services on the same basis as this Framework Agreement ("Benefit").

1.2.4 The Benefit is hereby conferred on each Other Contracting Body pursuant to the Contracts (Rights of Third Parties) Act 1999.

1.2.5 An Other Contracting Body who enters into contractual relations as described in Clause 1.2.3 above shall have a separate interest from the Authority and each other.

1.2.6 None of the Other Contracting Bodies shall have the right to terminate or suspend this Framework Agreement (which right shall be solely that of the

Authority) unless there is a novation of this Framework Agreement to one of the Other Contracting Bodies.

- 1.2.7 For the avoidance of doubt one or more of the Other Contracting Bodies may simultaneously exercise the Benefit conferred by Clause 1.2.3 above. Each of those Other Contracting Bodies in their own right shall enforce their own rights against the Provider but subject to and in accordance with any relevant terms and conditions of this Framework Agreement including all obligations to the Provider to which it would have been subject if it had been named in the Framework Agreement as a party to the Framework Agreement in place of the Authority
- 1.2.8 The Provider acknowledges and accepts that there shall be no joint liability between any of the Other Contracting Bodies and the Authority to the Provider. The separate exercise by any of the Other Contracting Bodies or the Authority of its rights under this Framework Agreement shall not of itself give the Provider any rights or benefits against any of the Other Contracting Bodies or the Authority as applicable.
- 1.2.9 The Provider shall not be entitled to raise a defence against a claim by or against any rights or entitlement of any Other Contracting Body on the basis that any loss incurred is not a loss to the Authority
- 1.2.10 Save as appears in this Clause 1.2 of this Framework Agreement nothing herein confers or purports to confer any right to enforce any of the terms of this Framework Agreement on any person who is not a party to this Framework Agreement where that right would not exist but for the Contracts (Rights of Third Parties) Act 1999.

1.3 Documents comprising this Framework Agreement

The documents comprising this Framework Agreement are as follows, (in the event of any conflict or discrepancy between the provisions of the body of this Framework Agreement and the various documents listed below the conflict or discrepancy shall be resolved according to the following descending order of priority:-

- (i) the main body of this Framework Agreement (not including the Appendices to this Framework Agreement);
- (ii) The Instructions to Tenderers document (Ref: NWPP 039) document published by the Authority (set out at Appendix 1 of this Framework Agreement);
- (iii) the tender submission of the Provider (set out at Appendix 2 of this Framework Agreement).

These documents shall together constitute the Framework Agreement between the Authority and the Provider.

1.4 Terms and Conditions for Orders placed.

The term and conditions of engagement for all Orders placed under this Framework Agreement will be the NEC 3 Professional Services

Contract April 2013 or other call off terms identified in the Instructions to Tenderers document (Ref: NWPP 039) document published by the Authority.

1.5 Conditions of Contract and Statement of Authority's Requirements

The Provider hereby warrants that it has read the terms and conditions of this Framework Agreement and that it has no objections or comments to make in relation thereto.

1.6 Payment

The Provider shall be paid for any services it provides to the Authority or to any Other Contracting Body entitled to use this Framework Agreement in accordance with the provisions of the relevant Call Off Contract. In no other circumstances shall the Authority have any obligation to make any payment whatsoever to the Provider under this Framework Agreement.

1.7 No representation as to guarantees of future work

Entering into this Framework Agreement does not constitute any guarantee that the Authority or any Other Contracting Body entitled to use this Framework Agreement will award any minimum level of work in relation to any particular Order or Orders. The Authority or any Other Contracting Body entitled to use this Framework Agreement is not restricted to using this Framework Agreement for any or all of its construction consultancy work and retains the right to procure any such services through alternative means should they consider acting reasonably that value for money is not being achieved under this Framework Agreement when comparing open market prices for the same or comparable services.

Part 2 Scope of the Framework Agreement and Conditions of Appointment

2.0 Scope of the Framework Agreement and Conditions of Appointment

2.1 The extent of the Framework Agreement

This Framework Agreement shall apply to all appointments offered to Providers from time to time either by the Authority or any Other Contracting Body entitled to use this Framework Agreement for the whole period of this Framework Agreement.

2.2 The Date of Commencement of this Agreement

The Date of Commencement of this Framework Agreement shall be **INSERT DATE** 2014.

2.2 The Overriding Principle

The Overriding Principle guiding the parties in the operation of this Framework Agreement is their agreement to work together in a co-operative and collaborative manner acting in good faith and in the spirit of mutual trust, respect and co-operation.

2.3 Behaviour of the Parties

In order to work together in a co-operative and collaborative manner, the Authority and the Provider agree they shall each give to, and welcome from the other, feedback on performance and will share information openly and highlight any difficulties at the earliest practicable time. The parties shall support collaborative behaviour and will actively confront behaviour that does not comply with the Overriding Principle.

2.4 Application of the Overriding Principle

The terms of this Agreement shall be interpreted according to their natural meaning but in the event of any ambiguity in their natural meaning they shall be interpreted so as to give best effect to the Overriding Principle.

2.5 Duration of this Agreement

The appointment of the Provider under this Framework Agreement shall commence from the Date of Commencement and, unless suspended or terminated, shall continue for a period of two years from such date with an option to extend for a further two periods of one year each, subject to satisfactory performance.

2.6 Order Agreement for Professional Services

The Authority or Other Contracting Body entitled to use this Framework Agreement will enter into a separate agreement for each Order allocated under the Framework Agreement, by applying the Direct Award method or entering into a Mini-Competition as described in the Instructions to Tenderers document (Ref: NWPP 039) document published by the Authority and then by relying upon the Call Off Contracts described in Clause 1.4 above. It is possible that such agreements and Orders will be awarded and/or entered into prior to the end of this Framework Agreement term and will continue past the end of this Framework Agreement term. The Parties agree that this Framework Agreement shall be deemed to remain in force in respect of such agreements and Orders for their full duration.

2.7 Warranties, Insurance and indemnities

The Provider shall take out and maintain insurance cover, and provide all indemnities required, in accordance with the requirements described in the Instructions to Tenderers document (Ref: NWPP 039) document published by the Authority

2.8 Statutory requirements

The Provider shall comply with all statutory requirements relevant to the performance of all or any services and works under this Framework Agreement, or any Terms and Conditions of Engagement for a Order.

2.9 Prevention of Corruption

In the event that the Provider enters into relations of whatever nature with any employee or agent of the Authority, or any Other Contracting Body entitled to use this Framework Agreement, the details and the nature of the relationship shall immediately be conveyed to the Authority (or any Other Contracting Body entitled to use this Framework Agreement).

The Provider understands that the offering of any gift or consideration whatsoever as an inducement or award to any employee or agent of the Authority or any Other Contracting Body entitled to use this Framework Agreement shall empower the Authority to refuse to allocate further Orders to the Provider during the life of this Framework Agreement (or any Other Contracting Body entitled to use this Framework Agreement).

If the Provider or any person or persons engaged by him (whether as an employee or independent contractor) is convicted of any offence under the Bribery Act 2010 or similar legislation aimed at promoting the fair and ethical conduct of business, or if the Authority is satisfied that the Provider has corruptly offered to or solicited, received or agreed to receive for himself or any other person in the employ or acting as agent of the Authority (or of any Other Contracting Body entitled to use this Framework Agreement) or any Advisor or Provider who has a contract with the Authority, or any Other Contracting Body entitled to use this Framework Agreement, any gift or consideration of any kind as an inducement or reward for doing or not doing anything or for showing favour or disfavour to any person in relation to this Framework Agreement or any other agreement or contract, whether or not the Authority is a party to the same, then the Authority may by notice at its sole discretion terminate all or any part of this Framework Agreement. The Authority will also in addition to any other rights and remedies, be entitled to recover from the Provider the amount or value of any such gift or consideration.

2.10 Data Protection

If at any time during the period of this Framework Agreement the Provider or any person or persons engaged by him (whether as an employee or independent contractor) is furnished by the Authority or any Other Contracting Body entitled to use this Framework Agreement (upon any medium) with, or otherwise obtains (with or without the knowledge and consent of the Authority), access to confidential or personal or commercial data owned or held by the Authority or any Other Contracting Body entitled to use this Framework Agreement (either in relation to the Authority's own affairs or those of others); and

- a. at any time either directly or indirectly discloses, copies or makes improper use of any such data to a third party or allows a third party unauthorised access to it; or
- b. if the Provider or any person or persons engaged by him is responsible for, or causes the loss, damage or destruction of all or any such data;

the Provider shall make good to the Authority or any Other Contracting Body entitled to use this Framework Agreement any loss or damage suffered by the Authority or any Other Contracting Body entitled to use this Framework Agreement and any costs and expenses incurred by the Authority or any Other Contracting Body entitled to use this Framework Agreement in relation to any claims or proceedings brought against the Authority or any Other Contracting Body entitled to use this Framework Agreement.

2.11 Performance of the Provider and the Authority

Throughout the period of this Framework Agreement, the performance of the Provider in relation to each Order will be against Key Performance Indicators as set out in the in the Instructions to Tenderers document (Ref: NWPP 039) document published by the Authority. The Authority reserves the right at its discretion to amend these Key Performance Indicators from time to time in order to maintain focus upon continuous improvement. Any suggestions made by the Provider and others participating in “learning sets” will be considered when making any such amendments.

2.12 Participation in “Learning Sets”

The Provider shall from time to time actively participate in continuous improvement workshops with the Authority, the Other Contracting Bodies entitled to use this Framework Agreement, other appointed Providers and Advisors both in relation to individual Orders and in relation to improvements to be made across the Framework Agreement as a whole.

The Authority shall be responsible for arranging “Learning Sets” but the participating bodies shall each bear their own costs of contributing to and participation in these workshops.

2.13 Termination by the Authority

The Authority may terminate this Framework Agreement at its sole discretion and without liability subject to 14 days written notice to the Provider. Existing Orders entered into will be unaffected by such termination.

2.14 Termination by the Provider

The Provider may only terminate this Framework Agreement with the written consent of the Authority.

2.15 The Authority’s Instructions following Termination

Upon termination of this Framework Agreement the Provider shall promptly comply with all of the Authority’s instructions relating to the delivery of copies of all drawings and other documents completed or in course of preparation by the Provider.

2.16 Dispute Resolution

The Authority and the Other Contracting Bodies entitled to use this Framework Agreement and the Provider agree to mitigate the escalation of issues unnecessarily by encouraging their resources to participate in direct negotiations to avoid the need for referral to formal proceedings.

2.17 Publicity

The Provider will not append their name or give authority to the appending of their name to any publicity concerning this Framework Agreement or any Order or indulge in any publicity concerning any Order without the prior written consent of the Authority.

2.18 Agency

The Provider is not and shall not represent itself as being a servant or agent of the Authority or of any Other Contracting Body entitled to use this Framework Agreement in any dealings under this Framework Agreement or under any Order otherwise than expressly permitted by such Agreement and shall ensure that its staff do not represent themselves likewise.

2.19 Accuracy of the Provider's information

The Provider warrants the accuracy of all information of a legal, commercial or financial nature provided by them to the Authority or Other Contracting Body entitled to use this Framework Agreement. Details shall be provided by the Provider to the Authority regarding any matters as and when they take place which affect the legal, commercial or financial standing of the Provider.

2.20 Notices in writing

All notices required by this Framework Agreement shall be in writing, except in an emergency, in which case an oral notice shall be confirmed in writing, by letter to the other party within 3 days. Electronic communications are not acceptable notice. Notice to the Authority shall be addressed and directed to :**The Head of Finance, Wrexham County Borough Council, Lambpit Street, Wrexham LL11 1AR.**

2.21 Third party rights

This Framework Agreement is not intended to confer any benefit on any third party except those Other Contracting Bodies entitled to use this Framework Agreement nor are any of its terms intended to be enforceable by any third party other than any permitted assignees of the Other Contracting Bodies. Save as noted expressly within this Clause, The Contract (Rights of Third Parties) Act 1999 shall not apply.

2.22 Waiver

Failure of the Authority at any time to enforce the provisions of this Framework Agreement or any Order shall not be construed as a waiver of any such provision and shall not affect the validity of this Framework Agreement or any part thereof or the right of the Authority to enforce any provision in accordance with its terms.

2.23 Governing Law

This Framework Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales and shall be subject to the jurisdiction of the Courts of England and Wales.

2.24 Confidentiality

Any information concerning this Framework Agreement or arising under any related Order obtained by the Provider is confidential and shall not be used or disclosed by the Provider except for the purposes of this Framework Agreement.

2.25 Severance

If any term, provision or undertaking in this Framework Agreement is found to be illegal, unenforceable or unreasonable in any way, in whole

or in part, under any enactment or rule of law, such term, provision or undertaking shall to such extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder shall not be affected and shall continue to bind the parties.

Part 3 - Definitions and Interpretation

3.0 Definitions and interpretation

Definitions

This part contains a list of terms used throughout this Agreement and in understanding this Agreement the following expressions shall have the meanings hereby assigned to them (on the basis that words importing the singular include the plural and vice versa):-

- 3.1 **'Advisor'** means any advisor appointed by the Authority or any Other Contracting Body entitled to use this Framework Agreement.
- 3.2 **'Agreement'** means this Framework Agreement
- 3.3 **'Authority'** means Wrexham County Borough Council.
- 3.4 **'Call Off Contract'** means the NEC Professional Services Contract April 2013 or other set of terms and conditions described in the Instructions to Tenderers document (Ref: NWPP 039) document published by the Authority.
- 3.5 **'Framework Agreement'** means this agreement
- 3.6 **'Key Performance Indicators'** means a measure of a factor that is critical to the success of a Orderas described in the Instructions to Tenderers document (Ref: NWPP 039) document published by the Authority and which may be amended by the Authority during the term of this Agreement.
- 3.7 **'List of Other Contracting Bodies'** means the list of other Contracting Bodies set out in Appendix 3;
- 3.8 **'Overriding Principle'** means the principle set out in Clause 2.2 of the Framework Agreement;
- 3.9 **'Other Contracting Body'** means any other Contracting Body named in Appendix 3;
- 3.10 **'Order'** means an order for services served by the Authority or by any Other Contracting Body to be carried out by a Provider;
- 3.11 **'Provider'** means an organisation admitted to this Framework Agreement;

3.12 **'Services'** means the services to be provided by the Provider to the Authority or Other Contracting Body under an Order;

3.13 **'Terms and Conditions for Orders placed'** means the NEC 3 Professional Services Contract April 2013 or other set of terms and conditions identified in the Instructions to Tenderers document (Ref: NWPP 039) document published by the Authority.

3.14 Headings

The headings in this Framework Agreement are included for ease of reference only and shall not affect the interpretation or construction of this Agreement.

3.15 Periods of Time

Any periods of time referred to in this Framework Agreement and expressed in days shall refer to calendar days unless expressly noted to the contrary.

3.16 Calculating Periods of Time

Where in this Framework Agreement any act is required to be done within a specified period after or from a specified date:-

- a. the period shall begin immediately after that date; and
- b. where the specified period would include Christmas Day, Good Friday or any day which is a bank holiday in England and Wales, that day shall be excluded

3.17 References to Statutes

Any reference in this Framework Agreement to any statute or any section of any statute includes any statutory extension, amendment, modification, consolidation or re-enactment and any statutory instrument, order or regulation made under any statute for the time being in force.

AS WITNESS etc.

Appendix 1

**Instructions to Tenderers document (Ref: NWPP 039) document
published by the Authority**

TO BE INSERTED

Appendix 2

Tender submitted by the Provider

TO BE INSERTED

Appendix 3

List of Other Contracting Bodies

TO BE INSERTED