

Invitation to Quotation

London Borough of Barnet

Contract Ref: 701721

Dated: 10 November 2017

**Provision of Masterplanning Services relative to the future development
and improvement of:**

- **Victoria Park, Ballards Lane, Finchley, N3 2NE**

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Section One: Tendering arrangements

The London Borough of Barnet (LBB) wishes to appoint suitably qualified and experienced external consultants to: -

- Undertake an appraisal of the options available to the Council for the development and improvement of Victoria Park, Ballards Lane, Finchley, N3 2NE; in line with the recommendations of the LBB Parks and Open Spaces Strategy (POSS) and Playing Pitch Strategy (PPS) adopted in 2016 and 2017 respectively and available at (<https://open.barnet.gov.uk/>);
- The options appraisal should recognise the need to maximise income to the site so as to minimise the net revenue cost of its operation whilst delivering appropriate levels of quality and an effective response to the outcome of consultation with park users and the wider community.
- Following consideration by LBB of the outcome of the options appraisal and definition of its preferred option, develop a masterplan for the delivery of the preferred option to RIBA Stage 2 (Concept Design & Outline Costings).
- The Council has agreed funding to a total of £623k from the sale of the park lodge for all aspects of the project: including masterplanning, design, project management and construction activities;

Interested organisations are invited to submit tenders for undertaking the work on this basis.

Section Two: Specification

2.1 Victoria Park background and context

Victoria Park is located in Finchley in the London Borough of Barnet and was created in 1902. It covers approximately 7 hectares and offers a range of public facilities including:-

- A main entrance accessible by car and 5+ entrances accessible on foot;
- Gardens;
- Multi Sports Court;
- Toddlers' Play Area (2 – 6 years)
- Junior Children's Play Area (5 – 10 years);
- Older Children's Play Area (7 – 14 years);
- Tennis Courts;
- Bowling Green;
- Croquet Lawn;
- Recreation Ground;
- Several footpaths and areas of nature conservation for informal recreation

The park is suitable for the staging of small and medium events and fun fairs.

Victoria Park has a relatively strong identity and is supported by the recently formed Friends of Victoria Park (FoVP) group which incorporates a number of stakeholders. Further information on the FoVP can be found at <https://victoriaparkfinchley.com/>.

The site has a low risk of flooding and has the potential to support local nature conservation and biodiversity outcomes as well as recreational and some sporting activities for the benefit of residents, including schoolchildren from the area. Victoria Park may also provide opportunities and facilities for visitors to the area.

The Mayor of London's Green Grid Strategy identifies Victoria Park as a key park site forming part of the Brent River Valley and Barnet Plateau. It lies at the cross roads between Brent Valley and Barnet Plateau and Lea Valley and Finchley Ridge to the East. More locally, it is an important component of green infrastructure.

Access to the site by public transport is generally good. Nevertheless, access to the South entrances is limited at PTAL level 2 (medium to low). To the North of the site, public transport is considered 'good' at PTAL level 4 and is served by the 82, 125 and 260 bus services.

There are some parking controls in the locality and parking is available on-site next to the tennis court and multi-sports area.. Further information on parking can be found at <http://www.barnettraffweb.co.uk>. LBB will undertake a public consultation on parking in the area within the next 3-6 months.

2.2 Strategic frameworks

The two main strategies that will inform the approach to the options appraisal and masterplan for the site are the Council's Parks and Open Spaces (POSS) and Playing Pitch Strategies (PPS) that together set the context and objectives that will influence the redevelopment of the site.

A masterplan of improvements is also expected to follow guidelines from the [National Planning Policy Framework](#) (NPPF), particularly around sustainable development (point 7).

Victoria Park has the potential to contribute to the delivery of outcomes to support the Fit and Active Barnet (FAB) Framework, the Council's sport and physical activity strategy; by providing high quality sports facilities and wider leisure/cultural activities.

The Council's Education Capital Programme, and associated strategy sets out the proposed investments in educational facilities within the borough and these should be borne in mind in relation to the opportunities/potential of the site to deliver against wider educational and social outcomes: especially with regard to local schools such as Manorside Primary School.

The Council has public health responsibilities that are expected to be fully considered within the proposals developed for the Victoria Park site. The Council's Joint Strategic Needs Assessment (JSNA) <https://www.barnet.gov.uk/jsna> provides a background picture on the key health challenges the Council is seeking to address borough wide. The proposed approach to dealing with these needs is set out in the adopted Health and Wellbeing Strategy.

The purpose of this commission is to bring all these strategies and their delivery plans together with the objectives of stakeholders to deliver required outcomes for Victoria Park.

Parks and Open Spaces Strategy

The Council adopted its Parks and Open Spaces Strategy 2016 to 2026 (POSS) in May 2016. The POSS can be accessed at <https://open.barnet.gov.uk/dataset/open-spaces-strategy>.

The strategy identifies key themes for investment in /improvement of Barnet's Parks and Open Spaces: -

Strategic theme	Engagement theme	Potential investment opportunities
Health	Improved personal fitness	Outdoor gyms; Trim trails; Cycle route network; Green ways/green routes network.
Education	Better playgrounds	Upgraded playgrounds; Forest school learning centres; School partnerships to develop

		nature/ecology study facilities.
Community safety	Personal safety in greenspaces	Designing out crime hotspots; Improving visibility, lighting and patrolling.
Economy	Better facilities in greenspaces	Bringing buildings in parks back into use; Promoting new cafeteria and concession outlets.
Demographics	More investment in the most densely populated parts of Barnet	Focus on investment in the south and west of the Borough.
Place	Signage and interpretation	Better signage project; Improved entrances; Toilet provision; Refurbish and repair buildings and facilities.
Green infrastructure	Better access to nature	Tree planting programme; Sustainable urban drainage system; Flood plain enhancement.

Victoria Park has been assessed within the POSS as a high quality/high value site. Consequently, there is a requirement to ensure that these ratings are maintained. The options appraisal and masterplan should recognise and deliver this.

Playing Pitch Strategy

The Council adopted a Playing Pitch Strategy (PPS) in accordance with Sport England guidelines in March 2017.

The PPS recommends that 4 porous macadam tennis courts are rebuilt and resurfaced in Victoria Park.

The Playing Pitch Strategy can be accessed at (<https://open.barnet.gov.uk/>)

2.3 Phases for delivery

The Requirements

The Council wishes to engage a suitably experienced consultancy for their expertise, knowledge and creativity in parks development to undertake an appraisal of the options available to it for investment in/improvements to Victoria Park and to develop a masterplan to RIBA Stage 2 for the delivery of the Council's preferred option. This is an opportunity to make improvements to the area and to contribute to residents' wellbeing.

The following key outcomes must be addressed through masterplanning:

- A. The study must set out the strategic, economic, financial, and management framework for its improvement, providing a complete 'feasibility stage' document meeting the Barnet project management framework criteria.
- B. The study must provide an iterative diagrammatic explanation of the options considered and how this has been developed into a preferred masterplan for Victoria Park:
 - i. An outline map will be required to set out the proposals for the site; showing existing, and proposed, arrangements for the space;
 - ii. Diagrams / sketch drawings will also be required for any key investments / locations for investment identified within the site.
 - iii. A quality range of pictures of comparable examples elsewhere, and/or sketches of proposals for the sites, will be required to help residents and members appreciate the proposals set out within the study.
 - iv. An Environmental Impact Assessment and ecology study should be carried out in relation to any environmental impact any parks development may have. An outline Equalities Impact Assessment should also be provided.

Within the proposal, a vision of the future provision in the park must be outlined, which includes, but is not restricted to:

- Play provision for all ages;
- Refurbishment of tennis courts including rebuilding and resurfacing of 4 porous macadam courts (x2 were refurbished recently);
- Outdoor Gym provision;
- Improved entrances and park frontages;
- Improved signage;
- Planting schemes;
- Park cafe.

The consultant is encouraged to identify and propose additional facilities and features for inclusion in the options and masterplan.

The consultant should create a prioritised list of improvements based on the above and suggestions from local stakeholders as part of the masterplan.

The Friends of Victoria Park group have also produced a 'wish list' of improvements that they would like to see at the park. This can be accessed at: <https://victoriaparkfinchley.com/development-ideas/>

It is anticipated that delivery of the study and masterplanning outcomes will comprise two key phases. The payment mechanism for this project will be aligned with sign-off associated with the completion of each of the following stages: -

Phase 1: The Options Appraisal

Appraisal of the options for the development of Victoria Park, and the consolidation of proposals into an Options Appraisal document.

This phase must include, but not be restricted to: -

- Desktop analysis to draw together background documentation and consider relevance to future thinking for the site;
- On site research to appraise the site;
- The identification of constraints and opportunities within the Victoria Park site;
- Consultation with Victoria Park stakeholders on possible options for the site;
- Preparation of an Options Appraisal Report that details and summarises all feedback received;
- Discussion and recommendation of the preferred solution to be developed in detail.

The Council will consider the options put forward by the consultant and agree a preferred option for development into the masterplan.

Phase 2: The Masterplan

Development of a masterplan for the delivery of the selected option of the site to RIBA Stage 2 (Concept Design).

This must include outline specifications and preliminary cost information for the delivery of the selected option including, but not restricted to: -

- An outline plan for the implementation of the masterplan, to include outline phasing and timeline;
- Opportunities on how to achieve, at minimum, site revenue cost-neutrality and ideally surplus;
- Identification of additional commercial or income generating activities on the site to offset maintenance costs;
- Proposals for informal recreation, health and fitness activities, cultural activities, events and enhanced nature conservation and biodiversity;
- Required changes to buildings and structures within the site, to include but not be restricted to opportunities for the co-location and sharing of activities as well as ancillary facilities;
- Required improvements to and details of locations for directional signage external to the site, together with any identity change recommendations;
- An outline cost plan for the implementation of the masterplan together with possible sources of external and partnership funding such as match funding;

The Council and consultant will undertake iterative meetings/workshops to review and consider key technical considerations and implications as the masterplan is developed.

In developing the draft masterplan to RIBA Stage 2 for the Victoria Park site, the appointed consultancy will be required to: -

- Manage the project in accordance with a recognised Project Management methodology;
- Prepare and deliver presentations to the Council on any iterations of the draft masterplan as technical considerations are identified and any adjustments to the preferred approach are identified as required;
- Attend regular meetings with the Council's officer Project team to present to the appropriate governance boards throughout the duration of the project.

The Council will undertake a public consultation on the draft masterplan for Victoria Park and provide the consultant with its outcome.

The Council and consultant will agree any amendments required to the draft masterplan, following which the consultant will update the draft and provide a final masterplan proposal to the Council.

Section Three

3.1 Invitation to Quotation

Organisations responding to this invitation may be required to support their written proposals by delivering a presentation to the Council's evaluation team which may include representatives of key stakeholders/occupants of Victoria Park.

MS1: Experience (15%)

MS 1a: Feasibility and Masterplanning

- A succinct statement outlining your organisation's experience of undertaking feasibility and masterplanning exercises to RIBA Stage 2 relevant to multi-use sites providing leisure, sporting, cultural and biodiversity/nature conservation facilities, activities and opportunities that have a strong commercial focus. Response to be no more than two sides A4 Arial font 11 (5%)
- A succinct statement outlining your organisation's experience of engaging in public and stakeholder consultation exercises, together with examples of the creative approaches you have previously applied. Response to be no more than two sides A4 Arial font 11 (5%)

MS 1b: Options Appraisal: Future Operation and Management

- A succinct statement outlining your organisation's experience of appraising operation and management models relevant to multi-use sites providing leisure, sporting, cultural and biodiversity/nature conservation facilities, activities and opportunities that have a strong commercial focus. Response to be no more than two sides A4 Arial font 11 (5%)

MS2a: Approach to Masterplanning (30%)

- A method statement outlining how your organisation would undertake the masterplanning exercise of Victoria Park to RIBA Stage 2. Please note that the council reserves the right to invite tenders to a presentation on their approach to masterplanning. Response to be no more than two sides A4 Arial font 11 (10%)
- A method statement outlining how your organisation will identify and assess the revenue generating potential of the Victoria Park. Response to be no more than two sides A4 Arial font 11 (10%)
- A method statement outlining how your organisation would undertake engagement activities during phase 1 of the process. Response to be no more than two sides A4 Arial font 11 (5%)

MS2b: Presentation

- The council will invite shortlisted tenderers to outline their approach to masterplanning in the form of a presentation. (5%)

Shortlisting for presentation will be on the basis of the top three ranked submissions based on evaluation of Method Statements (MS) MS1a, MS1b and MS2a

MS3: Resourcing (5%)

- Diagram showing the structure of the proposed team leading on the work, and if more than one organisation is involved, then detail of how the organisations will interface with each other and with LBB as client;
- Your organisation's proposed resourcing arrangements for the undertaking of the masterplanning of Victoria Park to RIBA Stage 2; Response to be no more than two sides A4 Arial font 11
- Your organisation's proposed resourcing arrangements for engagement activities; Response to be no more than two sides A4 Arial font 11
- Your organisation's proposed resourcing arrangements for the appraisal of options for the future operation and management of the site. Response to be no more than two sides A4 Arial font 11

MS4: Detailed Fee Proposal (50%)

- **Fixed Fee Proposal (40%)** Your organisation's fixed fee proposal (to include the costs of ALL work required, including the engagement of sub-contractors and suppliers) for undertaking feasibility exercise and undertaking the masterplanning of Victoria Park to RIBA Stage 2 (concept design) (40%),
- **Resourcing price options for the future operation and management of the area (10%)** - This should be cross referenced to Method Statement MS 4 requirements and broken down as: -
 - Charging rate for each member of your organisation to be engaged on the project must remain the same or fall since stage 1 of the tender.
 - Total estimated cost for each member of your organisation to be engaged on the project, with fixed costs provided for Stage 1 of the process;
 - Allowance for the production of reports, promotional and/or consultation material needing to be developed as part of the project;
 - Any allowance for travel and subsistence costs;
 - Any other anticipated costs.

Please submit your organisation's pricing proposal in the following format, also attached as Appendix 4.

The Total Fee Proposal (40%) and Resourcing Price Options will be evaluated using the lowest priced tender assessment identified in section four. These will be assessed separately and then combined to achieve total price evaluation score.

Fee Proposal (40%)

Staff level	Day rate (£s)	Number of days on project	Cost (£'s)
Director			
Associate Director			
Senior Professional			
Professional			
Senior Technical			
Technical			
Support			
Allowance for travel and subsistence			
Allowance for printed, presentational and similar materials			
Total fee tender			

Resourcing Price Options for the future operation and management of the area Proposal (10%)

Staff level	Charging rate for each member of your organisation to be engaged on the project (must remain the same or fall since stage 1 of the tender)	Total estimated cost for each member of your organisation to be engaged on the project (with fixed costs provided for Stage 1 of the process)	Cost (£'s)
Director			
Associate Director			
Senior Professional			
Professional			
Senior Technical			

Technical			
Support			
Allowance for the production of reports, promotional and/or consultation material needing to be developed as part of the project			
Allowance for travel and subsistence			
Any other anticipated costs			
Total fee tender			

3.2 Anticipated Project Timeline

Activity	Due date
Publish invitation to quotation	10 November 2017
Site visit - please email procurement@barnet.gov.uk to request a visit and this will be confirmed with a timeslot to attend.	20 November 2017
Clarification request deadline: 12 noon	24 November 2017
Council response to clarification requests: 12 noon	1 December 2017
Submission deadline: 12 noon	8 December 2017
Shortlist evaluation	11-15 December 2017
Presentations by short listed organisations (provisional)	4 January 2018
LBB evaluation conclusion	10 January 2018
LBB governance and formal award of contract	11-19 January 2018
Project inception meeting with LB Barnet (provisional)	2 February 2018
Consultant undertakes options appraisal, including consultation with key stakeholders to assess their ideas and interests	9 March 2018
Delivery of Phase 1 (Options Appraisal) report	6 April 2018
Council selects option for development into masterplan	11 May 2018

LBB undertakes a full consultation on options appraisal and feeds back to consultant	8 June 2018
Delivery of Phase 2 final draft (Masterplan to RIBA Stage 2) report to Council	22 June 2018
LBB considers draft report to RIBA Stage 2 and feeds back comments	29 June 2018
Consultant provides final report to Council	06 July 2018

3.3 Scoring Methodology for Tender Proposals

Proposals will be evaluated in accordance with scoring methodology and evaluation criteria released with this quotation exercise. LBB reserves the right to invite representatives of key partners occupying the site to participate in the evaluation.

The evaluation will be weighted 50% quality and 50% price.

Tender responses will be individually evaluated by evaluation panel members using the scoring methodology identified below. Moderation will reach consensus on the MS score and this will be multiplied by the weighting for each MS and the total for each section will be calculated.

Most Economically Advantageous Tender Calculation

The contract will be awarded to the Most Economically Advantageous Tender (MEAT), subject to a **50%** Quality Weighting and **50%** Price Weighting. Sub weighting's will be used within both the Quality and Price sections in order to aid calculations. For further details of the MEAT Calculation please see below and the Evaluation Model Summary.

Within both the Quality and Price sections the Council will assign further sub criteria totalling 100% for both the Quality and Price Criteria, i.e. Sub Criteria within Quality totalling 100% of the 50% Quality and 100% of the 50% Price.

Evaluation matrix for quality (50%)

Method statement	Weighting
MS1a, MS1b Experience	15
MS 2 a Approach to masterplanning (25%)	30
MS 2 b Presentation (shortlisted tenders only) (5%)	
MS 3 Resourcing	5
Totals	50

Scoring methodology for quality: -

Definition	Score awarded
Very Poor or No Response	0

Poor Response	1
Limited Response	2
Satisfactory Response	3
Good Response	4
Outstanding Response	5

Price (50%)

The following formula will be applied to evaluate MS4: Detailed Fee Proposals

The Total Fee Proposal (40%) and Resourcing Price Options (10%) will be evaluated using the lowest priced tender assessment identified below.

Description	Formula Fee Proposal	Formula Resourcing Price Options
Tendered cost	A	A
Lowest cost submission	B	B
Calculation	$C = B \div A$	$C = B \div A$
Convert to points	$D = C \times 40$	$D = C \times 10$

The fee proposal and resourcing price option will be assessed separately and then combined to achieve total price evaluation score.

The overall score will comprise the weighted score for quality and price. This score will identify the outcome for award of contract.

Section Four - Instructions for Tender Submission

4.1 Purpose and scope of this Tender

For the purposes of this exercise the term quotation/quote and tender are interchangeable and mean the same.

This Tender Document:

- Instructs Tenderers to submit their Tenders in accordance with the instructions set out in this section of the document.
- Sets out the overall indicative timetable and process for the procurement.
- Provides Tenderers with sufficient information to enable them to submit a compliant Tender.
- Sets out the Award Criteria and the Tender Evaluation Model that will be used to evaluate the Tenders.
- Explains the administrative arrangements for the receipt of Tenders.

4.2 Instructions To Tenderers

- a) 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.
- b) Tenderers should read these instructions carefully before completing the Tender documentation through the Council's portal, www.barnetsourcing.co.uk
- c) Failure to comply with these requirements for completion and submission of the Tender may result in the rejection of the Tender.
- d) These instructions constitute the conditions of tender (Conditions of Tender). Participation in the tender process confirms that the Tenderer accepts these Conditions of Tender.
- e) All materials issued in connection with this Tender shall remain the property of the Council and shall be used only for the purpose of this exercise

4.3 Formalities

Tenders must be submitted via the portal in accordance with the instructions in this Tender. The portal Home page is www.barnetsourcing.co.uk

4.4 Tender Response Instructions

All Tenders must be submitted via the portal. The Tender has the following sections to complete which are identified in Section Three of this document:

1. Method Statements;
2. Pricing;

Section Two contains information relating to the Council's requirements that Tenderers need to complete. Tenderers' method statements responses will be scored and evaluated in accordance with the Evaluation Criteria identified in Section Three. Tenderers will be required to submit their pricing as part of their response.

4.5 Submission Guidelines

- a) Please ensure that you read and digest all the required actions and appropriate deadlines and any subsequent communications.
- b) DO NOT leave your response until the last minutes/hours before the deadline (if you experience connection problems you will miss the deadline and your response may be deemed non-compliant and rejected by the Council - always upload generic information early to avoid last minute time pressure).
- c) If the Council makes any changes to the settings and questions area of a live Tender, Tenderers MUST review and re-publish if required. To ensure that changes are brought to your attention you will receive a message prompt from the Council via the portal which will inform that there has been an update to the live Tender.
- d) Whilst the portal allows for large individual attachment sizes, we recommend that you keep attachments to a manageable size to ensure ease & speed of access/upload. Only attach documents that have been requested.
- e) Please attach files only into the Questions specified. When the Council has asked for an attachment at Question level please create a single file (with both response and attachments - the use of zip files is permitted on the system) A zip file for the whole submission is requested.
- f) Use the secure messaging to communicate with the Council and seek clarifications – this will give you an audit trail of all discussions/clarifications.
- g) If you have any software queries refer to online help/supplier guide in the first instance. If you still have an issue email support@curtisfitchglobal.com. Ensure you have the subject title of the quotation, Masterplanning Services for Victoria Park ref 701721, a clear description of the problem and your contact details (ensure that you leave plenty of time for issues to be resolved prior to any deadlines),

- h) Note that a red asterisk indicates a mandatory field - this must be completed in order to submit your response to the Council.
- i) Please treat your portal logins securely - if you believe that you have lost your password please log onto the website and click onto "Forgotten password?" and follow the instructions.
- k) The following requirements must be adhered to when submitting Tenders:
- All Response questionnaires must be completed and
 - The Tender must be in English and drafted in accordance with the drafting guidance set out in these Conditions of Tender.
 - Each uploaded document must be uniquely named or referenced.
 - Electronic documents must be in either Microsoft Office or PDF formats only.
- l) For further guidance on the technicalities of submitting a Tender using the portal please download the following supplier guide, also available on the portal:



SUPPLIER_GUIDE_S.
2_How_to_Submit_Yc

- m) The Tender must be clear, concise and complete. Tenderers should submit only such information as is necessary to respond effectively to this Tender. Unless specifically requested, extraneous presentation materials are neither necessary nor desired. Tenders will be evaluated on the basis of information submitted by the deadline.
- n) Where the Tenderer is a company, the Tender must be signed by a duly authorised representative of that company. Where the Tenderer is a consortium, the Tender must be signed by the lead authorised representative of the consortium, which organisation shall be responsible for the performance of the Contract. In the case of a partnership, all the partners should sign or, alternatively, one only may sign, in which case he must have and should state that he has authority to sign on behalf of the other partner(s). The names of all the partners should be given in full together with the trading name of the partnership. In the case of the sole trader, he should sign and give his name in full together with the name under which he is trading.

4.6 For completion by Tenderers

- a) Responses to this Tender (method statements) must be completed in accordance with Section Three requirements and submissions uploaded onto the designated areas of the portal.
- b) All Tenders received by the deadline will be checked for compliance with the submission requirements set out in this Tender
- c) Tenderers must respond to all of the requirements including completion of tender forms, Appendix 1 and Appendix 2. You should ensure your answers are as clear and concise as possible.
- d) All proposals contained in the Tender must be capable of delivery and the Tender must have commitment from within the Tenderer's organisation.

4.7 Variant Bids

Tenderers are not permitted to submit Variant Bids to the Council.

4.8 Contract Terms

The Contract for the lot will be based on the draft Terms and Conditions. Please complete and return 'Acceptance of Terms & Conditions' at Appendix 3. The draft terms and conditions of Contract are accessible via the e-portal as well as being embedded into this document at Appendix 3.

4.9 Documents Forming the Contract

All documents published by the Council relating to this Tender and responded to by the Tenderer shall form part of the Contract Documents.

4.10 Warnings and Disclaimers

- a) While the information contained in this Tender is believed to be correct at the time of issue, neither the Council nor its advisors will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this Tender (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Council.
- b) If a Tenderer proposes to enter into a Contract with the Council, it must rely on its own enquiries and on the terms and conditions set out in the Contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it.
- c) Neither the issue of this Tender, nor any of the information presented in it, should be regarded as a commitment or

representation on the part of the Council (or any other person) to enter into a contractual arrangement.

4.11 Confidentiality and Freedom of Information

- a) This Tender is made available on condition that its contents (including the fact that the Tenderer has received this Tender) is kept confidential by the Tenderer and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Tenderer to submit a Tender.
- b) As a public body, the Council is subject to the provisions of the Freedom of Information Act 2000 (FOIA) in respect of information it holds (including third-party information). Any member of the public or other interested party may make a request for information.
- c) The Council shall treat all Tenderers' responses as confidential during the procurement process. Requests for information received following the procurement process shall be considered on a case-by-case basis, applying the principles of the FOIA.
- d) While the Council aims to consult with third-party providers of information before it is disclosed, it cannot guarantee that this will be done. Therefore, Tenderers are responsible for ensuring that any confidential or commercially sensitive information is clearly identified to the Council.
- e) Tenderers should be aware that, in compliance with its transparency obligations, the Council routinely publishes details of its contract(s), including the contract values and the identities of its suppliers on its website.

4.12 Publicity

No publicity regarding the Services or the award of any Contract will be permitted unless and until the Council has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any Tender, its contents or any proposals relating to it without the prior written consent of the Council.

4.13 Tenderer Conduct and Conflicts of Interest

Any attempt by Tenderers or their advisors to improperly influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly at any time:

- Devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance.

- Enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender.
- Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender.
- Canvass the Council or any employees or agents of the Council in relation to this procurement.
- Attempt to obtain information from any of the employees or agents of the Council or their advisors concerning another Tenderer or Tender.
- Commit or attempt to commit any act that would constitute an offence under the Bribery Act 2010

Tenderers are responsible for ensuring that no conflicts of interest exist between the Tenderer and its advisers, and the Council and its advisers. Any Tenderer who fails to comply with this requirement may be disqualified from the procurement at the discretion of the Council

4.14 The Council's rights

The Council reserves the right to:

- Waive or change the requirements of this Tender from time to time without prior (or any) notice being given by the Council.
- Seek clarification or documents in respect of a Tenderer's submission.
- Disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this Tender.
- Disqualify any Tenderer that is guilty of serious misrepresentation in relation to its Tender, expression of interest or the tender process.
- Withdraw this Tender at any time, or to re-invite Tenders on the same or any alternative basis.
- Choose not to award any Contract as a result of the current procurement process.
- Make whatever changes it sees fit to the Timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

4.15 Tender costs

The Council will not be liable for any bid costs, expenditure, work or effort incurred by a Tenderer in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Council.

4.16 Guarantees

In the case of consortia, the Council will require confirmation that the consortium will provide either a parent company guarantee from the lead consortium member or an equivalent level of security.

4.17 Final Evaluation & Award Recommendation

- a) After all Tenders have been assessed following the process outlined above, the highest scoring Tenderer will be recommended for award of the contract.
- b) Quality and Price, submission scores will be combined to produce final scores.
- c) The award of a contract will then be subject to the Council's internal approval processes and governance.
- d) The Council does not bind itself to accept the lowest or any Tender, and reserves the right to accept Tenders in whole or in part.

4.18 Council Named Contact Point

The Council's named contact point for the procurement is:

Susan Lowe
Procurement Team
London Borough of Barnet
North London Business Park
Oakleigh Road North
London N11 1NP
Tel: 020 8359 7212
Email: susan.lowe@barnet.gov.uk

4.19 Tenderer Contact point

Tenderers are asked to include a single point of contact in their organisation for their response to the core questions. The Council will not be responsible for contacting the Tenderer through any route other than the nominated contact. The Tenderer must therefore undertake to notify any changes relating to the nominated contact promptly.

4.20 Additional Information

- a) The Council expressly reserves the right to require a Tenderer to provide additional information supplementing or clarifying any of the information provided in response to this Tender. The Council may seek independent financial and market advice to validate information declared, or to assist in the evaluation.
- b) Please note that any reference to 'company' in the tender documents refers to 'organisation', whether company, partnership or individual.

4.21 Sub-contracting

- a) Where a sub-contracting approach is proposed, all information requested should be given in respect of the prime contractor.
- b) It is recognised that arrangements in relation to sub-contracting may be subject to future change. However, Tenderers should be aware that where sub-contractors are to play a significant role, any changes to those sub-contracting arrangements may constitute a material change and therefore may affect the ability of the Tenderer to proceed with the procurement process or to provide the Services.

4.22 Tenderer Selection

- a) The Council will disqualify any Tenderer who fails to:
 - Comply with the requirements of Regulation 57 of the Public Contract Regulations 2015, exclude a Bidder where the Authority becomes aware, at any time during a procurement procedure, that the Bidder is in view of acts committed or omitted either before or during the procurement procedure is subject to one (or more) of the mandatory or discretionary grounds for exclusion described in the Regulations.
 - Submit its completed Tender before the deadline
- b) The Authority reserves the right to request Bidders supplement or clarify their submission in accordance with Regulation 56 of the Public Contract Regulations 2015
- c) The Authority may disqualify any Tenderer who fails to:
 - Provides an incomplete response to any question within the Tender
- d) The Tenderers who are not disqualified in accordance with the above grounds shall be evaluated on the qualification criteria. A shortlist of Tenderers will be based on the top 3 ranked submissions against the quality evaluation for MS1a, MS1b, and MS2a.
- e) Where a Tenderer has a valid reason for being unable to provide the information requested in relation to economic, financial and

insurance matters, other information considered appropriate by the Council will be accepted.

4.23 Tender Evaluation

Tenders will be evaluated line with Section Three of this document. Tenderers must submit their Tenders via the Council's e-Sourcing portal, Barnet Sourcing portal (<https://www.barnetsourcing.co.uk>).

4.24 Certification Completion

Tenderers must complete the **Form of Tender**, consideration of tender and undertakings Appendix 1. **Certificate of Confidentiality, Non-Collusion and Non-Canvassing** Appendix 2, citing any actual or potential conflicts of interests they foresee in the provision of the Services to the Council on an attachment document.

4.25 Information Management Due Diligence Checklist

Tenderers are requested to review and respond to the Due Diligence checklist an uploaded document on the portal. Please can this be included within the submission

FORM OF TENDER

LONDON BOROUGH OF BARNET

For the Provision of Masterplanning Services for Victoria Park
ref 701721 (the “**Services**”)

To: The Mayor and Burgesses the London Borough of Barnet (the “**Council**”)

[please insert the your/tenderer’s name] whose registered office is at [please insert the your/tenderer’s address] and whose registered number is [please insert the your/tenderer’s registered number] (the “Tenderer”), having received an Invitation to Tender from the Council wishes to quote to provide the Services subject to the terms and conditions set out in the Invitation to Tender, the Contract, the Specification and the Pricing Schedule.

1. CONSIDERATION OF THE TENDER

- 1.1 The Tenderer confirms that it understands that the Council is not bound to accept the lowest Tender, this Tender or any Tender it may receive, and understands that the Council reserves the right to invite fresh Tenders should it be considered necessary.
- 1.2 The Tender confirms that the insertion of any conditions qualifying this Tender or any unauthorised alteration to any of the Tender Documents may cause the Tender to be rejected and confirms that the Tender has not inserted any conditions qualifying this Tender or made any unauthorised alteration to any of the Tender Documents.
- 1.3 The Tenderer confirms that the terms of this Tender have not been adjusted in accordance with any agreement or arrangement with any other person or company.
- 1.4 The Tenderer agrees that this Tender shall remain open to be accepted or rejected by the Council and shall not be withdrawn for a period of 90 days from the date for return of Tender as set out in the Invitation to Tender.
- 1.5 The Tenderer confirms that it will not try to obtain or receive by whatever means any information which gives or is intended or likely to give the Tenderer or another party any unfair advantage over any other Tenderer in relation to the Tender for and award of the Contract.

2. THE CONTRACT

In the event that the Tender is successful, the Tenderer undertakes to execute the Contract as soon as possible.

3. CONFIDENTIALITY

The Tenderer confirms that the details of this Tender have not been passed on to any person, except as authorised in the Invitation to Tender.

4. COSTS

The Tenderer acknowledges that the Council will not pay or be liable for any expenses or costs incurred by the Tenderer in connection with the preparation and submission of this Tender.

Signed by the Tenderer's authorised representative

.....

Name (Print):

Position:

Date:

CERTIFICATE OF CONFIDENTIALITY, NON-COLLUSION AND NON-CANVASSING

LONDON BOROUGH OF BARNET

1. UNDERTAKINGS

In consideration of the Council having invited the Tenderer to quote for the Masterplanning Services for Victoria Park ref: 701721

the Tenderer undertakes as follows:

- 1.1 to accept the restrictions concerning the confidentiality of information provided to the Tenderer;
- 1.2 to accept the warranties and disclaimers set out in the Invitation to Tender; and
- 1.3 to comply with the conditions of non-collusion and non-canvassing as set out in the Invitation to Tender.

2. APPLICATION

- 2.1 The Tenderer accepts that the undertakings set out in paragraph 1 above apply to all parties within its consortium and its constituent companies, advisers, potential sub-service providers and any other person or body to which it may pass all or part of any information relating to the Tender process.
- 2.2 The Tenderer undertakes to ensure that all of the persons and bodies mentioned in paragraph 2.1 are made aware of the restrictions set out in paragraph 1 and their obligation to comply with them.

3. BREACH

The Tenderer understands that a breach of the conditions set out in paragraph 1 and paragraph 2 above may result in the Council excluding it from further consideration in the Tender process.

Signed by the Tenderer's authorised representative

.....

Name (Print):

Position:

Company Name:

Date:

ACCEPTANCE OF TERMS AND CONDITIONS

Provision of Masterplanning Services for Victoria Park ref 701721

To the Mayor and Burgesses of the London Borough of Barnet (hereinafter referred to as the "Council").

The Tenderer, having examined the Conditions of Contract for Services, hereby offers and agrees to provide the Services as described in the Specification at the price stated herein.

If successful, the Tenderer agrees to abide by the Conditions of Contract for Services in their present form.

The Tenderer agrees that any terms or conditions of Contract or any general reservation which may be printed on any correspondence emanating from me/us in connection with this Tender, or with any Contract resulting from this Tender, shall not be applicable to the Contract.

Signed by the Tenderer's authorised representative:

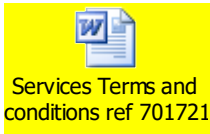
.....

Name (Print):

Position:

Company Name:

Date:



FEE PROPOSAL

Provision of Masterplanning Services for Victoria Park ref 701721

The following template will be used to compare the fee proposals submitted. Please ensure there is an entry per cell and where appropriate use N/A

The Total Fee Proposal (40%) and Resourcing Price Options (10%) will be evaluated using the lowest priced tender assessment identified in section four. These will be assessed separately and then combined to achieve total price evaluation score.

Fee Proposal (40%)

Staff level	Day rate (£s)	Number of days on project	Cost (£'s)
Director			
Associate Director			
Senior Professional			
Professional			
Senior Technical			
Technical			
Support			
Allowance for travel and subsistence			
Allowance for printed, presentational and similar materials			
Total fee tender			

Resourcing Price Options for the future operation and management of the area Proposal (10%)

Staff level	Charging rate for each member of your organisation to be engaged on the project (must remain the same or fall since stage 1 of the tender)	Total estimated cost for each member of your organisation to be engaged on the project (with fixed costs provided for Stage 1 of the process)	Cost (£'s)
Director			
Associate Director			
Senior Professional			
Professional			
Senior Technical			
Technical			
Support			
Allowance for the production of reports, promotional and/or consultation material needing to be developed as part of the project			
Allowance for travel and subsistence			
Any other anticipated costs			
Total fee tender			

Signed by the Tenderer's authorised representative:

.....

Name (Print):

Position:

Company Name:

Date:

MAP OF VICTORIA PARK



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