

INVITATION TO TENDER

for the provision of

Design Services for a Temporary Community Hub at 67 Rothbury Road, Hackney Wick.

On behalf of

London Legacy Development Corporation

COMMERCIAL – PROTECT

Version V1ch 4.12.13

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1. INTRODUCTION

The London Legacy Development Corporation (the Legacy Corporation) is a Mayoral Development Corporation established under the Localism Act 2011. The Legacy Corporation's main objective is to ensure the Legacy of the 2012 Games and the regeneration of the Queen Elizabeth Olympic Park (the QEOP) and the other adjacent and associated areas it is responsible for.

The Legacy Corporation requires **design services**, in respect of the Legacy Corporation's **temporary community hub at 67 Rothbury Road, Hackney Wick**.

The value of the Legacy Corporation's **design services requirement** in this instance is below the relevant financial thresholds set out in the Public Contracts Regulations of 2006, as amended (the PCR). That being so the Legacy Corporation, which is a Contracting Authority for the purposes of the PCR, is not obliged in this instance to follow the PCR formal procedures to procure the Review and the Report.

The Legacy Corporation will however, on the basis of this Invitation to Tender (the "ITT"), comply with its own internal Procurement rules and Guidance (Procurement Code) as well as the General Public and EU law principles of Transparency, Equal and Fair Treatment, Non-discrimination and Proportionality and will carry out a competitive public tender process to select the most economically advantageous tender (MEAT) for its **design services** requirements on the basis of the Award Criteria set out in Section 6 of this ITT.

This ITT provides required information **to support the procurement of an organization that is a design led team who can deliver architectural, engineering and cost consultancy services** and the process to be followed to select the successful service provider.

2. BACKGROUND

The Legacy Corporation works with a range of stakeholder organisations to fulfil the commitments made in bringing the 2012 Olympic Games and Paralympic Games ('the Games') to London, to benefit both London and the UK as a whole. The Legacy Corporation's aim is to create a vibrant and active park on the site that hosted the Games: one that is fully integrated with the surrounding communities; a place that acts as a catalyst for wider regeneration in east London.

To this end, the Legacy Corporation is developing the Park to provide a focus for a sustainable legacy that will contribute significantly to the regeneration of the Lower Lea Valley area. The Legacy Corporation is also responsible for the development of a number of other sites situated within the Legacy Corporation boundary.

Tenderers in preparing their submission should consider the Legacy Corporation's policies which can be found at: <http://www.londonlegacy.co.uk/about-us/corporate-policies/>

Priority Themes

The Legacy Corporation has priority themes that cut-across the work we do in the Park and surrounding area. Tenderers are asked to take account of these priority themes in preparing their submissions.

The successful Legacy development of the Park and surrounding areas will represent the next phase in London's eastwards trajectory. It is a chance to reconnect communities across the Lea Valley, and an opportunity to ensure that local people can benefit from the economic changes underway with a view to the Park contributing to convergence – that is, the principle that within 20 years, the communities which hosted the 2012 Games will have the same social and economic chances as their neighbours across London.

It will be essential to connect with the existing local communities that frame the Park, as well as knitting these together with the new communities that will develop over time within the Park. Without this fundamental connection and integration the Park will fail to become a catalyst for regeneration and will at best remain an isolated island of sporting history. Our key objectives are:

- Develop a local sense of ownership and responsibility;
- Support successful community initiatives and activities;
- Establish clear communication and information sharing;
- Enhance Corporate Social Responsibility (internally and externally);

- Develop strong relationships and lasting partnerships.

The table below shows the Legacy Corporation's priority themes and the policies that are in place to guide delivery of these themes.

Priority Theme	Policies & Delivery Plans	Detail
Promoting convergence and community¹ participation	Community Engagement	Community groups will be engaged in the long term development of the Park, facilities, events and attractions. The Park will become an important meeting place for east London.
	Socio Economic	The Legacy Corporation aims to be a catalyst for regeneration and convergence.
	Sport and Healthy Living	The Park will be a balanced place for community and elite use, recreation, play and sports tourism.
Championing Equalities and Inclusion	Equality and Inclusion	The Legacy Corporation will work to deliver the highest standards of Equality and Inclusion practice within the Legacy Corporation's policies and plans, engaging and communicating with a range of stakeholders.
	Inclusive Design Strategy	The Park will be an accessible and inspiring new place which welcomes and attracts diverse communities, to maximise positive opportunities that the legacy development creates for the diverse and traditionally excluded communities of east London
Ensuring High Quality Design and Environmental Sustainability	Environmental Sustainability	Sustainability and environmental responsibility are integral to the Legacy Corporation's work and will influence all of its activities. This includes building emissions, renewable energy, water supply, events and venue management, supply chain and effective waste management.
	Design Quality	The Legacy Corporation's vision is to create a unique and inspiring place for events, leisure, sport and culture, a hub for enterprise and innovation, and diverse sustainable communities.

Tenderers in preparing their submission should consider the Legacy Corporation's policies which can be found at: <http://www.londonlegacy.co.uk/about-us/corporate-policies/>

¹ The Legacy Corporation wishes to encourage bidders to join Echo; Echo is partnership of the Legacy Corporation with Shoreditch Trust, a local charity which is: Economy of Hours, a market place without the money and a Echo, a flagship legacy project. See: www.economyofhours.com

3. PROJECT DESCRIPTION

Project description

The London Legacy Development Corporation is looking to develop a community hub facility on its landownership at Rothbury Road, Hackney Wick, E9. The temporary community hub or 'Launch Pad' is a concept developed by LLDC to create a visible signal of change right on the door step of Queen Elizabeth Olympic Park (the Park). This project will strengthen community cohesion and support direct engagement with the community which in time will transfer onto the Park and the Legacy Communities Scheme (LCS) by providing this physical stepping stone of opportunity. This site will also act as a precursor to elements of the Hackney Wick Masterplan by testing and demonstrating creative approaches to socio-economic enhancements woven through physical transformation of the new town centre.

The site in Rothbury Road currently houses the Frontside Gardens BMX/Skate Park <http://www.frontside.org.uk/frontside-gardens.html> and the aim is that the hub will compliment this existing use on the site. With the addition of this community hub, the enhanced site will provide a focal point to run a number of outreach and engagement activities that help connect local people with each other as well as with the Park and the long term opportunities this creates. The skate park currently has an email data base of 600+ users and growing.

The Hub will be managed and used by the Wick Award <http://wickaward.co.uk/>, who currently work with the residents of Wick Ward in Hackney to help residents make it a better place to live, to celebrate diversity, and to promote community cohesion within the area. Therefore, the aim of the hub is to encourage collaboration and participation between the different groups in the Wick and with the Park. A flexible community space will be at the core of the building and will be complimented by office/meeting and break out space with supporting facilities. Desk space and other key amenities will be shared with Frontside Ltd. The hub must be fully accessible.

It is anticipated that the hub will have a lifespan of 2 years on the site at Rothbury Road, prior to wider development of the neighbourhood centre and overground station.

The LLDC benefits from a large amount of materials that have been salvaged from the Olympic Park Transformation (see below for more details). The design solution for the hub should include some of these reused materials from the Olympic park. The Inherited Assets list also includes a number of cabins that were used at the International Press and Broadcast Centre during the 2012 Olympic and Paralympic Games). These cabins are modular and can be transported by truck in sections. They offer a great opportunity to be refitted for use by the hub.

Background

In July 2013 the LLDC was granted planning permission for a simple structure comprised of shipping containers of 119m². Full drawings and planning statement are attached in **(documents tab of supply4london please find Rothbury Road Launch Pad Existing: planning statement; planning utilities, drawings and location map)**. This was not progressed to detailed design stage due to the availability status of the base containers changing and the spatial requirements being refined in collaboration with the future users.

Frontside Gardens is currently offered a gifted lease by the Legacy Corporation following an open call for use ideas that would establish the temporary site for community benefit in summer 2012. The success of the skate park, which has a large local user group, has allowed this lease to be recently extended for an additional 2 years.

The Legacy Corporation is currently seeking an Operator for Grassroots Interim Uses on land awaiting development in Queen Elizabeth Olympic Park attached in **(documents tab of supply4london please see Grass Interim Uses Project document)**. The hub is seen as a pilot for community uses and cabin reuse as part of the Grassroots Interim Uses programme.

Location

The Hub sits at 67 Rothbury Road, Hackney Wick, E9 on the western edge of Queen Elizabeth Olympic Park and is bounded on three sides by roads, where it is secured by timber hoardings, with 2 vehicular gates and one pedestrian gate.

The skate and BMX park activity fills the north and central section of the site, on the slab of the former building, with pedestrian access from White Post Lane to the north. The hub is to sit within the southern section of the site, which is currently used for storage and access, and where the ground surface is asphalt/compacted hardcore. Van access for Frontside gardens must continue to be accommodated within this area attached in **(documents tab of supply4london please see Frontside Gardens PDF)**

4. SCOPE OF REQUIREMENTS

The Legacy Corporation requires design services from concept to practical completion (RIBA A to K) to assess options and develop the most appropriate design solution and building method to deliver the hub at Rothbury Rd within the required timescale.

Design and layout

The existing permission allows a circa 120m² building, which is 2 storeys, due to the inherited configuration which allowed for a double height central space, but the upper containers were not inhabited, It is anticipated that the revised hub proposal will be a high quality 1 or 2 storey building with a unique visual identity comprising:

- Central community room/ event space;
- Office/Reception;
- Entrance/Break out space;
- Small kitchenette (kettle, fridge, sink only);
- 1 internal accessible WC;
- 1 externally accessible WC;
- Storage cupboard.

The **scale of the community space** should accommodate as a maximum a class of up to 30 young people theatre style, or up to 10 people doing a physical activity (yoga, capoeira etc.). The community room will require a storage cupboard for chairs and other loose items.

The **office and reception area** should have a workbench that will allow up to 3 people to do basic administration work. There should be a glass window from the office close to the front door of the hub that can function as a reception and sign in area. The office should have a small table to be used as a meeting space for 2-3 people.

The **kitchenette** is for the use of the operators/leaders of the hub and skatepark management staff only.

The **entrance space** should allow enough space for chairs/sofa to act as both a reception waiting area or as a **break out /'chill out' area** off the main community space. This will be overlooked by the reception office window.

The building and site is to be **fully accessible**, with access at grade or via a 1:20 gradient ramp if required. The toilets will be accessible and will be for both male and female use. One toilet is required for use by the office and community space users. The externally accessible toilet is for the use of the hub and the skate park (via key access when the park is fully supervised).

A new pedestrian entrance is anticipated on the southern boundary of the site (on Rothbury Road). This will allow the hub to function when the skatepark is closed. Whilst the two functions must work together it is equally important that they function separately (for example, youth group activity should be separated from adult BMX sessions). The security of the whole site and hub should be carefully considered. Van/delivery access for Frontside Gardens from Rothbury Rd will need to be maintained. There is no parking requirement associated with the Hub.

Consideration of construction methods during design process should aim to minimise impact and disruption of works on the adjacent activities; both Frontside Gardens and to highways and footpaths around the site.

The **total budget** is £140,000.00 for construction and delivery, including all associated consultant fees and contingency.

The successful design team will be required to be part of the contractor tender and selection process. The facility is to be used year round by the Wick Award. Limited programming will begin in January 2014 in hired spaces around Hackney Wick to test uses and build the user group in anticipation of opening. The facility is to be known as 'Hub 67'.

An indicative programme of activity is included below for information:

ACTIVITY	SESSIONS	NOTES
Youth work sessions	Tuesday, Thursday and Friday evenings from 6.30 till 9pm (10pm on Friday)	Lead by youth work team from the University of East London. Work will include outreach and activity sessions
After School club	Monday, Tuesday, Wednesday and Thursday early evenings from 4.30 till 6pm.	Lead by residents from Biggs Square.
Job shop	One day per week given over to job hunting, careers advice, CV writing, application writing and searching.	Lead by Hackney employability team, teams from the QEOP.
Child care/toddlers group	A number of sessions per month may be allocated for the provision of parent and toddler sessions and child care provision.	This area will need to be thoroughly investigated and all relevant safeguarding issues explored before decisions can be made about whether this can be sustained as a regular session.
Workshops and activities	A number of suggestions have been made as to sessions that residents might want to take part in or facilitate.	These will need to be allocated fairly and in a way which does not undermine the space or finance of the building/project. Workshops and activities should be self sufficient or self income generating so as not to draw on the limited resources of the hub.
Coffee mornings/afternoons	These will be open sessions for residents to drop in and find out more about what is going on in the Wick, for others to share news and events.	
Open meeting sessions	An allocation of open space for community/residents/Festival/LLDC meetings.	Open sessions will be available to all groups and partners on a first come first served basis.

Tenders should consider how the construction of the building or elements of the fit out can offer opportunities for engagement and community involvement. The services call for the delivery of a centre for young people and the local community, so the design must respond to this audience, As this is a low cost and temporary facility, tenderers may also consider how they would encourage volunteering and training opportunities, or link up with higher education institutions who may be able to add to the project.

Ground conditions

The ground conditions in the hub site area is assumed as uneven non compacted hardcore. A full ground condition and line and level survey will be provided upon appointment. As this is a temporary facility, the consideration of how this is sited and minimising the impact of foundations will be encouraged.

Reuse of Materials and Cabins

LLDC also owns a number of summer cabins, which were used during the Games for retail, and are currently being stored off-site. These materials vary in size and function, mostly consisting of landscaping materials and also include precast concrete, timber and stairs. These are available for use and should be considered seriously as a baseline to be reconfigured and reclad to meet the brief requirements. See **(documents tab of supply4london please see Reuse of I.B.C cabins PDF)** for more detail on these.

The Legacy Corporation is fortunate to own a large range of materials which have been removed from the Olympic park, post-Games as part of the Transformation works. These are free to use for LLDC projects, and include a large amount of landscape materials.

Reuse of materials is therefore a principle of this commission, and design of the hub, should consider future reuse of both materials and the cabins if appropriate.

A site visit to Rothbury Road and to see the Cabins and Inherited Assets, along with a briefing session will be arranged for all tenderers by the Legacy Corporation during the ITT period. A catalogue of current materials available will be provided upon appointment.

Tasks and Outputs:

The delivery of the scope of requirements will require design services from concept to overseeing of construction process including:

- Research into suitable options report of re-used materials, prefabricated or bespoke structure for the hub - this would ideally be the IBC summer cabins, but other suitable low costs solutions could be proposed;
- Ensure Cabins are refitted for year round use, are thermally efficient;
- Architectural design in response to the scope requirements, including coordination of structural requirements, cladding and fit out for tender and construction;
- Ensure design is high quality and provides a unique identity for the hub in its function as a youth and community activity centre;

- Design and coordination of Structural, Services, Mechanical and Electrical engineering requirements for tender and construction and building control sign off;
- Liaison and agreement with LLDC planning officers on revised design solution;
- Attendance and advice at tender interviews for contractor/construction services;
- Coordination of groundworks required including potable water supply and foul drainage requirements;
- Management of design team and advice throughout construction process;
- Ensure design services satisfy building regulations.

Key Considerations:

- **Materials** should maximise material reuse as far as possible, and use local, low embodied energy materials as far as possible.
- Demonstration of how the design will best use **low cost materials and construction methods** to deliver a project that is excellent value for money;
- Consideration of how the hub could be designed for further **reuse** should be demonstrated;
- Demonstrate how the appearance and **identity** can contribute to the function of the hub and contribute positively to its location and setting;
- **Health and Safety** in design, operation and maintenance is taken very seriously by the Legacy Corporation. Designers are encouraged to develop designs in a way that identifies potential risks and seizes opportunities for healthy and safe structures and landscape;
- The scheme should consider **Secure by Design** and ensure that the design will be capable of receiving secure by design certification;
- **Inclusive Design** – The design should comply with the LLDC's Inclusive Access Standards.

Key Milestones:

Key Milestones	Dates
Contract signature and Commencement (estimated)	13 th January 2014
Design Stage A to E	January to February 2014
Construction tender (on or before)	End February 2014
Construction commencement (on or before)	End March 2014
Completion (on or before)	Mid May 2014

Project Management

Client project meeting will be held fortnightly, with additional stakeholder meetings required for user group (and local community) and LLDC planning officers towards detailed design stage.

Once construction work commences, weekly monitoring and progress meetings on site will be required.

5. PROCUREMENT PROCESS

This procurement process is competitive and is carried out in accordance with the Legacy Corporation's internal Procurement rules and guidance as well as the General EU and Public law principles of Transparency, Equal and Fair Treatment, Non-discrimination and Proportionality. The Legacy Corporation under this competitive public tender process is to select the most economically advantageous tender (MEAT) for its Review and Report requirements on the basis of the Award Criteria set out in Section 7 of this ITT.

This ITT will be issued to 8 organisations. All Tenderers need to sign a hard copy of their Acceptance of the Procurement's terms and conditions (see **Appendix A**) and return it to the Legacy Corporation with the remainder of their Tender submission.

All Tenderers need to note that the Legacy Corporation in this instance will be using its *standard contract terms and conditions for consultancy services* (see **Appendix C**) and Tenderers are required to confirm their acceptance of them.

Conflicts of Interest

All Tenderers must provide information on actual or potential conflicts of interest. If the Tender is being submitted by a consortium, joint venture or other joint arrangement, please provide the information requested below for each organisation in the consortium. Please refer to **Appendix E** in this ITT.

Preparation of Tenders

All communications between Tenderers and the Legacy Corporation and all Tenders submitted to the Legacy Corporation must be in writing and in English.

Supply4London e-Tendering Platform

All Tenders must be submitted using Supply4London. Further details and assistance with submitting Tenders via Supply4London can be found within Supply4London, and via the Helpdesk and support provided by Supply4London.

ITT

Tenderers must familiarise themselves with the Legacy Corporation's requirements as set out herein and ensure they understand the nature and extent of the Services

required and the obligations to be performed by them if their Tender is accepted. All Tenders need to review carefully and take notice of the Disclaimers in **Appendix F**.

All information supplied by the Legacy Corporation in connection with the ITT shall be treated as confidential and shall not be disclosed to any third party without the prior written consent of the Legacy Corporation, except that information may be disclosed so far as is necessary for the purpose of obtaining advice, insurance, guarantees, bonds and/or quotations necessary for the preparation and submission of Tenders.

The ITT has been prepared and issued to the Tenderers for their sole use and for the purpose of assisting them to submit a Tender in accordance with the instructions set out in the ITT (as may be supplemented from time to time by the Legacy Corporation). All supplementary information will be notified to Tenderers through Supply4London.

Should any additions or deletions to the ITT be considered necessary by the Legacy Corporation prior to the Deadline for Submission of Tender, any such additions and/or deletions will be published on Supply4London and from the date of publication will be deemed to be part of the ITT.

Deadline for Submission of Tenders

Tenders must be submitted as detailed in the Procurement Timetable below **by 17.00 hours on 06/01/14**. Any Tender submissions received after this **may** not be considered by the Legacy Corporation.

Post Tender Clarifications

Tenderers may be required to attend a clarification meeting where (i) there is some uncertainty about the information contained within their Tender(s), or (ii) there is need to clarify the Tenderer's response to specific issues which were not clearly addressed in their Tender, or (iii) to provide explanations and clarification for their relevant experience and methodology.

The Legacy Corporation will notify Tenderers of the time, date, maximum duration, and the issue(s) upon which Tenderers will be invited to comment during that clarification session. It is the responsibility of Tenderers to ensure the relevant

members of their team are available to attend at the date and time notified by the Legacy Corporation.

Procurement Timetable / Key Milestones

The proposed timetable for the Procurement is set out below. The Legacy Corporation reserves the right to make changes to the timetable as and when necessary.

Key Milestone	Expected Date
Publication of invitation to Tender (ITT)	06/12/13
Site Visit – LLDC reuse site and 67 Rothbury Rd (estimated) *	13/12/13
Deadline for Submission of clarification requests:19.00 hrs on	13/12/13
Deadline for responses to clarification requests	17/12/13
Deadline for Submission of Tenders:17:00 hrs on	6/1/14
Clarification meetings (if required)	9/1/14
Notification of successful and unsuccessful Tenderers (estimated)	10/1/14.
Contract signing and Commencement (estimated)	13/1/14
Design Stage A to E	January/February 2014
Construction Tender (on or before)	End February 2014
Construction commencement (on or before)	End March 2014
Completion (on or before)	Mid May 2014

* Tenderers will be contacted once the opportunity is launched with details of site visit

Rejection of Tenders

Any Tender in respect of which the Tenderer (including any members of a consortium):

- has directly or indirectly canvassed an official of the Legacy Corporation or obtained information from any other person who has been engaged to provide the services and/or goods to the Legacy Corporation in relation to the Project or who has directly or indirectly obtained or attempted to obtain information from any such official or person concerning any other Tenderer or Tender submitted by any other Tenderer in relation to this procurement process; or
- fixes or adjusts any Price in the Tender by or in accordance with any agreement or arrangement with any other Tenderer; or
- communicates to any person other than the Legacy Corporation the amount or approximate amount of the Price, except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or for the purposes of obtaining insurance, financing and/or security associated solely with the Contract; or
- enters into any agreement with any other person to prevent such other person from submitting a Tender or limiting or restricting the Price to be submitted by another Tenderer or prospective Tenderer in its Tender; or
- offers or agrees to pay any person having a direct connection with this Project or gives any sum of money, inducement or valuable consideration, directly or indirectly, for doing or having done or causing or having caused to be done any of the foregoing in relation to any other Tenderer; or
- commits an offence under the Prevention of Corruption Acts 1889 to 1916 or gives any fee or reward the receipt of which is an offence under sub-section 2 of Section 117 of the Local Government Act 1972 or the Bribery Act 2010;

shall be rejected by the Legacy Corporation without consideration provided always that such rejection shall be without prejudice to any other civil and criminal remedies available to the Legacy Corporation.

The Legacy Corporation may at its absolute discretion refrain from considering a Tender if it is not in accordance with the terms of the ITT (i.e. non-compliant tender).

The Legacy Corporation shall not be bound to accept any Tender.

Period of Validity

Tenders must remain open for acceptance by the Legacy Corporation for the minimum period of 90 (ninety) Working Days commencing from the Deadline for the Submission of a Tender.

Consideration of Variant Tenders

Variant tenders will not be considered.

6. SUBMISSION REQUIREMENTS AND EVALUATION

Tenderers will be assessed in two stages as set out below.

Stage 1 - Compliance with minimum requirements

Tenders will be checked to ensure compliance with minimum requirements. The assessment of the minimum requirements will be carried out on a Pass/Fail basis. Tenderers whose submissions do not satisfy our minimum requirements as per this ITT (i.e. fail one or more of the minimum requirements set out below) will be excluded from the Procurement and their Tender will not be assessed further.

The minimum requirements are:

- ✓ Tenders arrive on or before the deadline for Tender receipt
- ✓ Tenders are complete i.e. include all the requested information (see **Appendix G** - Tender Submission Checklist for assistance)
- ✓ Tenderers confirm acceptance of Procurement Conditions. (**Appendix A** - Acceptance of Procurement Conditions)
- ✓ Tenderers confirm absence of Grounds for Exclusion do not apply (**Appendix B** - Grounds for Exclusion)
- ✓ Tenderers confirm acceptance of Contract terms and Conditions. (**Appendix C** - Acceptance of Contract terms and conditions)
- ✓ Tenderers provide their commercial offer – **Appendix D**
- ✓ Tenderers confirm absence of any actual or potential Conflicts of Interest (**Appendix E - Conflicts of Interest statement**)
- ✓ Tenderers confirm they satisfy the Legacy Corporation’s Insurance requirements as set out in the Table below:

THE INSURANCE TABLE			
	Insurance against	Minimum amount of cover or minimum limit of indemnity	Insurance provided by:
A.	Liability of the <i>Contractor</i> for claims made against him arising out of his failure to use the skill, care and diligence required by the Contract (Professional Indemnity)	£1m for each and every claim	<i>Service or Goods Provider</i>

THE INSURANCE TABLE			
	Insurance against	Minimum amount of cover or minimum limit of indemnity	Insurance provided by:
B.	Liability for death or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this Contract (Employer’s Liability insurance)	£5m for each and every claim	<i>Service or goods Provider</i>
C.	Liability for loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this Contract (Public Liability)	£5m for each and every claim	<i>Service or goods Provider</i>

Stage 2 – Assessment of Tenders in accordance with the Award Criteria

Only Tenders satisfying the minimum requirements listed in Stage 1 will be assessed in Stage 2.

Tenders will be evaluated on the basis of the MEAT criteria set out below.

	Award Criteria	Sub-criteria	Weightings (%)
	Commercial (30%)	Commercial: 1. Please provide a lump sum for Stage A to D, E and F to K. 2. Please indicate your hourly and daily rates (as indicated in Appendix D)	30
	Quality of Services (70%)	1. Quality of team proposed and demonstrating value for money (See section B1 page 20)	20
		2. Approach to service delivery and demonstrating value for money in the delivery of programme of work. (See section B2 page 21)	30
		3. Creative Approach – Conceptual proposal (See section B3 page 21)	20

	Total		100

(a) Commercial submission – Fee(s) Proposal (30%)

The Legacy Corporation will evaluate the commercial submissions received using the following formula:

Lowest fixed fee proposal will be awarded maximum scores on the basis of the formula below.

Lowest fixed fee

Tenderer’s fixed fee X 100 = raw score of individual Tenderer (x 30%)

(Please see Appendix D)

(b) Quality of Services submission (70%)

Tenderers must provide the following information in their Tender Response. Please upload each section as individual pdf documents.

B.1 Team and Relevant Experience

Team members (teams including architects, engineers, cost consultants and other disciplines in support of the concept).

Tenderers will be expected to propose a team with strong qualifications and experience, advising public and private sector bodies, in the delivery of projects involving the services described within this ITT. LLDC reserves the right to seek detailed references from any or all of your clients. Your permission to do so is assumed unless you explicitly state any objections in your response.

Please include short CV for each proposed team member/key personnel. Tenderers may provide an explanatory text (no more than one side of words) on their team structure in relation to the services required.

Tenderers are also asked to submit images and description of 1 to 3 relevant projects or experience in delivery of reused materials, temporary or community use structures.

Page Limit: ½ side A4 (or equivalent) per CV and up to 3 x A4 sides (or equivalent) per relevant project / experience (inclusive of images)

B2. Approach to Service Delivery:

Please provide a proposal (including programme of works) identifying how you propose to deliver the services as described in this ITT.

Provide details of the way in which you propose to manage performance monitoring of the Contract

Please detail the budget for the totality of the project and include a project plan demonstrating how the project can be delivered demonstrating best value for money and within the timescales set out in this Invitation to Tender.

Tenderers are asked to submit a proposal explaining how they propose to help the Legacy Corporation to keep costs under control.

Page Limit: up to 10 x A4 sides (or equivalent)

B3. Conceptual Proposal

Please describe your initial design approach to the project – suggest including the following:

- 1:200 layout plan, demonstrating your response and understanding of the brief

- Initial approach to options appraisal and/or use of cabins and materials that could be adopted, including perspective sketch views elevations at 1:100/1:50 - as relevant to explain concept

500 word accompanying description

The Quality of Services responses will be scored in line with the following table:

Score	Outline Guidance to Evaluators
0	Extremely poor response. The element of the bid fails to address the Legacy Corporation's requirement; numerous proposals and/or commitments are unjustified/unsupported commercially and operationally; or the level of risk borne by the Legacy Corporation explicitly or implicitly is unacceptable; or failure to demonstrate an acceptable approach to technical delivery.
1 – 20	Poor response: there is lack of content/explanation in addressing the Legacy Corporation's requirements; some proposals are unjustified/unsupported or lack significant content/explanations; or a significant proportion of proposals are unacceptable from a risk perspective; or a degree of failure to demonstrate an acceptable approach to technical delivery.
21 - 40	A below the expectations response. The Legacy Corporation's requirements are addressed but proposals lack significant content/explanation; some proposals are unacceptable from a risk perspective; or some proposals lack an acceptable approach to technical delivery
41 - 60	A satisfactory response that meets expectations. The Legacy Corporation's requirements are addressed; all proposals have a reasonable level of content/justification and explanation and a small proportion of proposals are unacceptable from a risk perspective; a small proportion of the proposal lacks an acceptable approach to technical delivery
61 - 80	A good response. The Legacy Corporation's requirements are addressed; proposals have a good level of content/justification and explanation; and proposals are acceptable from a risk perspective; either operational or commercial underpinning is present for all key commitments; good/sound approach to technical delivery.

Score	Outline Guidance to Evaluators
81 -100	A very good response: the Legacy Corporation's requirements are addressed and the Tenderer's proposals include sound, innovative suggestions; and proposals are detailed in content, justification and explanation; and proposals are acceptable from a risk perspective and are all underpinned operationally and commercially; and a very good/sound approach to technical delivery.

Please note that it is important to comply with the relevant size limits fixed for the various responses. Exceeding the limits may result in the down-marking of your responses.

7. LIST OF APPENDICES

APPENDIX A: ACCEPTANCE OF PROCUREMENT CONDITIONS

APPENDIX B: GROUNDS FOR EXCLUSION

APPENDIX C: ACCEPTANCE OF CONTRACT TERMS AND CONDITIONS

APPENDIX D: COMMERCIAL SUBMISSION

APPENDIX E: CONFLICTS OF INTEREST - STATEMENT

APPENDIX F: DISCLAIMERS

APPENDIX G: TENDER SUBMISSION CHECKLIST

APPENDIX A: ACCEPTANCE OF PROCUREMENT CONDITIONS

Design services for a temporary community hub at 67 Rothbury Road, Hackney Wick

CONFIRMATION OF ACCEPTANCE OF TENDERING CONDITIONS

FROM: [INSERT NAME, ADDRESS AND CONTACT DETAILS OF TENDERER] ("Tenderer")

TO: London Legacy Development Corporation

DATE: [INSERT]

Dear Sirs,

Re: Procurement by the Legacy Corporation for design services for a temporary community hub at 67 Rothbury Road, Hackney Wick

Pursuant to an invitation to tender by the Legacy Corporation to the Tenderer on DATE 06/12/2013 ("ITT"), we the undersigned undertake that we have read the terms of the ITT and agree to be bound by such terms and have submitted a Tender in accordance with the terms of the ITT.

Where capitalised terms are used in this undertaking they shall have the same meaning as given to such terms in the ITT unless otherwise expressly stated to the contrary in this undertaking. A reference to a person includes firms, partnerships, statutory and non statutory entities and corporations and their successors and permitted assignees or transferees.

We the undersigned undertake as follows;

1. that we have not included any condition qualifying our Tender in any unauthorised manner or altered any aspect of the ITT in any way; and
2. to confirm that our Tender shall remain open for acceptance by the Legacy Corporation for a period of 90 Working Days from the date of this undertaking and we shall not withdraw this Tender during this period. and
3. to execute the Contract in the form specified at Appendix C of the ITT. Unless and until a formal agreement is prepared and executed, we confirm that our Tender together with your acceptance thereof in writing shall constitute a binding contract between us; and

4. we have submitted a bona fide Tender, intended to be competitive and we have not fixed or adjusted our Pricing by or under or in accordance with any agreement or arrangement with any other Tenderer.
5. we have not and we undertake that we will not do at any time before the hour and date specified for the return of the Tender in the ITT any of the following acts:
 - communicate to a person other than an appropriate member of the Legacy Corporation our pricing information to be included in our Tender, except where the disclosure, in confidence, of such pricing information (or any component thereof) is necessary to obtain information/advice required for the preparation of the Tender; or
 - enter into any agreement or arrangement with (i) any other person resulting (whether directly or indirectly) in that person refraining from submitting a Tender or (ii) another Tenderer concerning any rates/fees submitted or to be submitted by that Tenderer in any Tender; or
 - offer to pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the Services/Goods any act or thing of the sort described above.
6. to confirm that we have not colluded, and will not collude, with any other potential or actual Tenderer in relation to the ITT in any way; and
7. having made relevant and comprehensive enquiries of our organisation and all the organisations referred to in our Tender and our professional advisers, at the date of this undertaking we are aware of no Conflicts of Interest (whether professional or commercial) nor, to the best of our knowledge, is there likely to be any Conflict of Interest, should the Tenderer and the organisations referred to in our Tender be appointed as a Services provider; and
8. as soon as we become aware or ought to have become aware of any actual or potential Conflict of Interest which may impact on the Tenderer's ability to perform the Services, we shall notify the Legacy Corporation in writing; and
9. We have not and will not undertake any activity, commercial or non-commercial, which makes or implies a direct or indirect association of the Service Provider with the Olympic Movement and its goods, services and

activities generally, without the authorisation of the British Olympic Association or the International Olympic Committee (as appropriate), unless such action is expressly approved in writing prior to such action taking place by the Legacy Corporation.

We accept and agree that the Legacy Corporation will only consider our Tender on the basis of the above undertakings and we acknowledge that that the Legacy Corporation will rely on the above undertakings. We the undersigned confirm that the above undertakings are true and accurate and reflect our honestly held beliefs at the date of this undertaking and if circumstances change such that the undertakings set out above can no longer be honoured by the Tenderer, we will immediately notify the Legacy Corporation.

Signedon behalf
of the Tenderer

(Director/Company Secretary)

Date.....

Name (print)

Position.....

Signedon behalf
of the Tenderer

(Director/Company Secretary)

Date.....

Name (print)

Position.....

APPENDIX B: GROUNDS FOR EXCLUSION

Please confirm (via Supply4London) that your position against the circumstances set out in the Table below.

	Yes / No (If yes provide details)
Conspiracy within the meaning of section 1 of the Criminal Law Act 1977 where that conspiracy relates to participation in a criminal organisation as defined in Article 2(1) of Council Joint Action 98/733/JHA (as amended);	Yes / No
Corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906 (as amended);	Yes / No
Bribery;	Yes / No
Fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union, within the meaning of: the offence of cheating the Revenue; the offence of conspiracy to defraud; fraud or theft within the meaning of the Theft Act 1968 and the Theft Act 1978; fraudulent trading within the meaning of section 458 of the Companies Act 1985; defrauding the Customs within the meaning of the Customs and Excise Management Act 1979 and the Value Added Tax Act 1994; an offence in connection with taxation in the European Community within the meaning of section 71 of the Criminal Justice Act 1993; or destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968;	Yes / No
Money laundering within the meaning of the Money Laundering Regulations 2003;	Yes / No
Any other offence within the meaning of Article 45(1) of the Public Sector Directive.	Yes / No

Insolvency information:

a) Individual/Partnerships

With regard to the business and each individual as a partner in the business:

	Yes / No (If yes provide details)
Has a bankruptcy order been made or is being applied for;	Yes/ No
Is a court administering the business affairs or being requested to do so;	Yes/ No
Has any composition or arrangement been entered into for the benefit of creditors or been requested;	Yes/ No
Have business activities been suspended or discontinued;	Yes/ No
Has any similar situation to the above arisen or is arising under any national laws of a member state.	Yes/ No

b) Companies or similar trading entities (e.g. Limited Liability Partnership)

	Yes / No (If yes provide details)
Has the company passed a resolution or is it the subject of a court order for the company's winding up, or the affairs of the business are subject to winding up proceedings;	Yes/ No
Has a receiver, manager or administrator on behalf of a creditor been appointed in respect of the company's business or any part thereof;	Yes/ No
Have business activities been suspended or discontinued;	Yes/ No
Has any analogous situation to the above arisen or is arising under any national laws of any EU member state; and	Yes/ No
Have you have been convicted of a criminal offence relating to the conduct of your business or profession?	Yes/ No

Business and professional conduct information

	Yes / No (If yes provide details)
Have you committed an act of grave misconduct in the course of your business or profession?	Yes/ No

Social security and taxation information

	Yes / No (If yes provide details)
Have any obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant member state not been fulfilled;	Yes/ No
Have any obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant member state not been fulfilled?	Yes/ No

Misrepresentations

	Yes / No (If yes provide details)
Have any serious misrepresentations have been made in supplying information on any of the matters covered by or in this ITT or to other contracting authorities?	Yes/ No

APPENDIX C: CONTRACT TERMS AND CONDITIONS

**Please review the contract terms and conditions
And confirm agreement to be bound by them. See relevant tender box of
Supply4London.**

APPENDIX D: COMMERCIAL SUBMISSION

Please complete and return the pricing pro-forma below as part of your Tender. Please provide details of hourly rates/day rates together with details and volume discounts and rebates you offer. You may wish to provide any supplementary information and any explanatory text for your rates in a separate document as part of your submission.

Notes:

1. All prices and rates shall be exclusive of VAT.
2. Hourly rates shall be inclusive of all day to day expenses.
3. Travelling time will not be payable, nor will any travel costs.
4. The Contracting Authority shall have no liability in respect of any costs over and above the agreed Fees.
5. Day Rates: a working day is 8 hours

A. FEES

Please provide a lump sum for completion of the following stages:

Stage	Lump sum
Stage A to D	
Stage E	
Stage F to K	

In addition, please provide a breakdown of each sum detailing activities and hourly rates/day rates together with details of any added value and discounts you offer.

B. RATES for additional advice/services (optional and subject to a specific additional brief)

Tenderers may be asked to provide ad hoc advice in addition to the Services described in Section 4 (Scope of Services).

Please provide your Hourly and Daily Rates.

Team Member	Hourly Rate	Daily Rate

APPENDIX E: CONFLICTS OF INTEREST

Please confirm your position against the two questions below.

- Please give details of any relatives of any relevant person(s) associated with the Tenderer who are in a senior position within the Legacy Corporation and confirm that there are no conflicts of interest in that respect. If any conflict of interest is identified please confirm what steps you would be able to take to satisfy the Legacy Corporation that the conflict can be resolved (using a maximum of half (½) of A4 page). If none, please state “None”
- Tenderers must consider, based on their knowledge of all the circumstances and reasonable enquiries, whether their tender or, if successful, their selection, might give rise to a conflict of interest affecting the Legacy Corporation (including their reputation) or performance of the contract. If any conflict of interest is identified please confirm what steps you would be able to take to satisfy the Legacy Corporation that the conflict can be resolved. (using a maximum of half (½) of A4 page). If none, please state “None”

Please upload your statements on Supply4London as part of your Tender submission.

APPENDIX F: DISCLAIMERS

Any disclaimers or limitations in the ITT (whether appearing under the heading of Disclaimer or otherwise) shall apply to and be for the benefit of the Legacy Corporation, its advisers and/or representatives, and shall continue to apply to and be enforceable by the Legacy Corporation.

The information in the ITT is intended for information only. The ITT does not purport to be comprehensive, all-inclusive or to contain all of the information that a Tenderer may require to complete their Tender. Words such as "anticipate", "expects", "projects", "intends", "plans", "believes", "will", and terms with similar meaning, indicate the present expectation held by the Legacy Corporation of future requirements, which are subject to a number of factors and uncertainties that could cause the Legacy Corporation's requirements to differ from those described in the ITT. If the Legacy Corporation's requirements change at any time during the Procurement, Tenderers will be notified as soon as is reasonably practicable.

Any Tenderer considering responding to the ITT shall conduct their own due diligence and shall seek their own professional, financial, legal and other advice as appropriate. Neither the ITT, nor any of the Information (as defined below), shall be regarded as an investment recommendation made by the Legacy Corporation or by any of its advisers or representatives acting on behalf of the Legacy Corporation.

Neither the Legacy Corporation, nor any of its advisers or representatives acting on its behalf:

- accept any liability for the information, any statement, opinion and/or conclusion contained in the ITT (including all supporting documentation) or for any written, oral or other communication transmitted or otherwise made available to any Tenderer in connection with the Procurement ("Information");
- give any representation or warranty, express or implied, in relation to any of the Information and/or concerning the fairness, accuracy, adequacy or completeness of any of the Information; or
- shall be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on the Information, and / or the management of, or conduct of, the Legacy Corporation during the Procurement.

The Legacy Corporation reserves the right to:

- waive any requirements of the Procurement contained within the ITT;
- request additional information or clarification from Tenderers in relation to any aspect of their response to the ITT;

- disqualify any Tenderer that (i) does not meet the minimum requirements set out in the ITQ or (ii) submits a response to the ITT which is not in accordance with the Legacy Corporation's instructions as set out in the ITT and any such instructions as may be supplemented by the Legacy Corporation from time to time;
- withdraw the ITT, or any part of or the whole of this procurement process at any time or to re-invite responses on the same or any alternative basis;
- not to enter into any contract for its requirements under the Procurement, or enter into a contract only for a part of its requirements under this Procurement process; or
- make whatever changes it sees fit to the timetable, structure and/or content of the procurement process.

The Legacy Corporation reserves the right to reject or disqualify a Tenderer where:

- the response to the ITT is submitted late, is completed incorrectly, is incomplete or ostensibly fails to meet the Legacy Corporation's requirements which have been notified to Tenderers;
- the Tenderer is unable to satisfy the terms of Part 4 of the PCR (Regulations 23-29) at any stage during the Procurement;
- the Tenderer is guilty of serious misrepresentation or fraud in relation to any response made by the Tenderer, and/or any aspect of this procurement process;
- there is an actual or potential commercial, professional, financial or other conflict of interest arising including one between the interests of the Legacy Corporation and the Tenderer, any sub-contractor of the Tenderer or any of their respective professional advisers.

All Tenderers are solely responsible for all their costs and expenses incurred in connection with this procurement exercise at all stages of the procurement process. Under no circumstances will the Legacy Corporation, or any of its advisers or representatives acting on its behalf, be liable for any costs or expenses borne by or on behalf of the Tenderer or any party associated with the Procurement.

The Legacy Corporation is subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004, together with all codes of practice, guidance and directions issued pursuant to the same from time to

time. The Legacy Corporation may at its sole discretion be required to disclose any information submitted by Tenderers as part of their response to the ITT.

The submission of a response by a Tenderer to the ITT will be deemed to imply acceptance by the Tenderer of the terms and conditions (including the disclaimers) in the ITT without qualification.

APPENDIX G: TENDER SUBMISSION CHECK LIST

IMPORTANT NOTE

Tenderers must submit their Tenders via Supply4London by the Tender deadline.

Supply4London will not accept tenders submitted after the deadline even if Tenderers have started uploading their proposals before the deadline. For this reason, Tenderers are advised to make sure they understand what is required and how the system works in good time. Also please give yourself enough time to answer the questionnaire in Supply4London and to upload your proposal.

Note that the following documents will need to be uploaded as separate files in Supply4London. Please, take this into account when preparing your tender submission:

Check list of submission for completeness

Make sure that that your Tender includes the following:

- **Appendix A** – Confirmation of acceptance of Procurement Conditions
- **Appendix B** – Confirmation of absence of Grounds For Exclusion
- **Appendix C**- Confirmation of acceptance of Contract Terms and Conditions
- **Appendix D** – Commercial submission
- **Appendix E** - Confirmation of absence of Conflicts of interest
- **Section 6** – Confirmation that if successful you would take out appropriate policies to meet the Legacy Corporation’s insurance requirements
- **Section 6** – Submission Requirements including Quality of Services

All Tenderers need to read the Disclaimer in **Appendix F** carefully before they submit their Tenders