

NOVEMBER 2020

# What A Good Tender Looks Like

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Guidance Note on  
Tendering



**YOR**hub

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# 1. Introduction

- 1.1 This guide has been produced by the YORhub team in conjunction with YORbuild Framework Contractors to (a) maximise levels of interest in tendering, (b) get the best out of the tendering and (c) ensure a compliant process.
- 1.2 There are a number of factors which influence levels of interest in tendering as summarised in the table below:

FACTOR	IMPACT
<b>a. Quality of tender documents</b>	Poor documents may result in a poor response and can lead to wide variance in price and qualified bids
<b>b. Duration of tender period</b>	Short tender periods can reduce interest from bidders and result in higher prices due to reduced time for sub-contract competition
<b>c. Tendering effort required</b>	When firms are busy they will favour tenders which take least resource and minimise their bid costs i.e. those that are well laid out with clear/ understandable tender documents, information and drawings.
<b>d. Tender process management</b>	A well-managed tender process should result in a good level of interest from tenderers. Whereas issuing large numbers of changes and late changes can lead to firms withdrawing after they signed up to bid. Failure to respond to queries promptly can also have the same result.
<b>e. Prior notice or awareness of project with sufficient details</b>	Tenders which are expected can be programmed in and usually get a better response. Firms have warning flags against items they perceive to be high risk and withdrawals can occur if these aren't sufficiently communicated in the expression of interest details.
<b>f. Market conditions</b>	At busy times firms may turn down opportunities they would normally accept. Estimating resource may be unavailable or the supply chain may be overstretched. Pre-tender engagement can be useful in determining the best time to go to market to ensure a better response or whether longer tender periods will be necessary.



<b>g. Levels of risk to tenderers</b>	Firms are less likely to respond to heavily modified contracts which transfer most risk to tenderers, those with excessive insurance requirements and/ or high levels of liability.
<b>h. Collaborative Working</b>	Firms prefer working collaboratively with Clients who they know will act fairly, in a transparent way and who treat all bidders equally.
<b>i. Levels of Competition</b>	Firms always consider their chance of winning and where that is diluted they may not tender. Therefore Framework competitions are normally preferred because appropriate numbers of firms are invited to bid whereas one off OJEU exercises can result in a race to the bottom.
<b>j. Opportunity for future works/Obligations to bid or impact of not bidding</b>	Firms will give priority to frameworks with a steady pipeline of work. Clients with one off projects can benefit from this priority status by accessing a framework. Opportunities for future work such as bundling work or agreeing to negotiate follow on phases also improve tender attractiveness.
<b>k. Procurement route, e.g. direct selection, single stage or two stage tendering</b>	In general bidders prefer direct selection followed by two stage tendering with single stage tendering usually being least popular.
<b>l. Extent of design responsibility</b>	Design and build (D&B) tenders are one of the most popular methods of procurement for Clients but transfer additional risks to the Contractor. Whilst Contractors may be willing to bid for single stage D&B tenders they will usually be more interested in bidding for two stage D&B projects as this enables risks to be better managed. When given a choice most bidders prefer to take on all design responsibility. When there is a sharing and/or transfer of design responsibility between the Client and the Contractor this can lead to problems/disputes when ambiguities arise.

1.3 There are some other factors which can have an influence on tender bid decisions but as these are beyond the control of the Client they are not included in any detail within this note, e.g. site location, anticipated return on investment or nature of work.



- 1.4 The headings in the table above are now addressed in turn below.
- 1.5 The information contained below mainly applies when using a YORhub Framework. For non-framework projects please ensure that when conducting an over threshold public sector procurement you comply with the requirements of the Public Contracts Regulations 2015 and when this applies, note that some of the guidance below may not be relevant such as the tender durations shown in the table in section 2.2 below. When your project has external funding it is also recommended that you carefully examine the funding conditions. These may also conflict with the advice given below, e.g. some funders insist that a single stage tendering approach is used.

## 2. Good tenders

### 2.1 Quality of Tender Documents

a) To ensure that tender documentation is comprehensive and well thought out, a checklist of activities is included in Appendix 1 as guidance for design teams and/or Project Managers. This checklist may need adjusting to suit the nature of the project and the proposed procurement route but is included as an aid memoire.

b) The following quotes from Framework Contractors are worth bearing in mind in relation to the quality of documentation:

- “all in all, I think the key issue for us as a company is when tender requirements are vague. Ensuring tenders are detailed so that all contractors are making the same allowances will ensure a fair competition that we all want.”
- “the more ( good ) information they provide and reasonable time to provide it the better the outcome for their Client.”

c) Confidence in the programme and budget are other factors that bidders will consider and wide variances can lead to low levels of interest. Pre-tender briefings are good ways of obtaining feedback on programmes and budgets etc. (see also section 2.4 below).

### 2.2 Duration of tender period

The following table shows minimum recommended tendering timescales for single stage tenders but it often pays to allow longer periods where possible. As



tendering is usually one of the last activities, it often gets squeezed. If the contractor and their supply chain aren't given sufficient time to price trade packages etc., they may not be able to bid or have difficulty in obtaining sub-contract prices which can reduce competition and lead to higher prices.

<b>Procurement Route</b>	<b>Traditional (Contractor builds only)</b>	<b>D&amp;B Single Stage</b>
<b>Works Contracts up to £1m</b>		
Baseline tender period	Min 4 weeks	5-6 weeks
Lead-in period	3-4 weeks	6-8 weeks
<b>Works Contracts over £1m up to £10m</b>		
Baseline tender period	4-5 weeks	5-6 weeks
Lead-in period	Min 4 weeks	8 weeks
<b>Works Contracts over £10m</b>		
Baseline tender period	5-6 weeks	6-8 weeks
Lead-in period	4-6 weeks	Min 8 weeks

### 2.3 Tendering effort

a) It is recommended that Clients avoid asking for too much information to be submitted with tenders and keep it proportionate. Where possible, allow non-scored tender documentation to be provided by the preferred firm after tenders are received, rather than making all firms submit this with their tenders.

b) Providing a Bill of Quantities as part of a tender package is always welcomed by bidders and can reduce the tender period as the first week or two of the tender period is often devoted to preparing quantities. However it is recognised this option isn't available on Design and build projects.

c) PQQs are not required when calling off from a YORhub Framework as this information was already assessed during the framework procurement process.

d) When inviting quality submissions, consider including a page limit to focus effort and ease scoring. Firms appointed to the framework have already been



assessed against and have scored well for high level quality aspects and have demonstrated competence so further quality questions asked at call-off stage should be kept to a minimum and be specific to the project.

## 2.4 Tender process management

Good tender process management should lead to better outcomes. Following the advice given in the list below may lead to better results:

### Pre-tender

- Hold a pre or mid-tender briefing either en-masse or on a one to one basis. Care should be exercised when conducting one to one meetings to ensure fairness and equal treatment Pre-tender meetings may not be so easy to achieve for open tenders. It's a great way of testing the market before you go to tender and flags up issues that can be solved to avoid problems later. YORhub Framework Managers can facilitate these sessions. Feedback can be obtained on budget, programme, procurement strategy etc.
- Give advance notice of issue of documents two-four weeks prior to release (see also 2.5 below). Be realistic about the tender issue date – projects that get repeatedly pushed back are less attractive and firms that may have reserved a resources slot may have filled it with something else.
- All tender documents should be zipped into folders and to be properly referenced and not uploaded as single documents.
- Do not issue tender documents with large sections missing with the aim of issuing these later.
- Avoid overloading tenders with trivial information, particularly on smaller projects.
- On single stage procurements co-ordination between different designs is often lacking which can lead to numerous queries. Get someone else to check drawings and specifications for obvious errors and co-ordination issues at regular points during the design plus a final check prior to issue. This should prevent large numbers of changes being made during the tender period.
- When it's difficult to visit site, include photographs and/or quantify work.
- Drawings should be in format that allows quantities to be measured. For smaller projects if only issuing plan drawings include details of room heights.
- Request Employment & Skills output information from the relevant YORhub Framework team a week or two prior to inviting tenders.
- When using a YORhub Framework ensure that you make this clear on the opening page of your electronic tendering portal.





- Where there has been a delay in the issuing of tender documents and a refresh of expressions of interest hasn't been done, it is advisable to issue tender documents to all firms in the relevant Lot of the framework in case they have changed their minds, e.g. estimating resource may now be available.

#### During the tender period

- Avoid issuing large numbers of changes during the tender period – this is disruptive and can lead to firms dropping out. Ideally deal with changes after the contract is awarded.
- Maintain an issue log tracking all tender queries and how these are closed off and by whom.
- Resist the temptation to answer tender queries verbally or by email – make sure these are all managed through the tendering portal and recorded on the issue log.
- Unless commercially sensitive, ensure all Contractors are included in tender query responses.
- Respond to all queries promptly.
- Do not issue revisions to tender documents within one week of the tender return date but where this is unavoidable extend the tender period.
- Tender amendments/addendums should be zipped and have sequential numbering. All amendments should clearly reference any documents modified, added or retracted. Any amended drawings or specifications should be properly referenced in an amendment summary with correct revision numbering
- Distinguish between clarifications and amendments and make sure that answers given to one tenderer are shared with other tenderers, where necessary. Amendments are changes to the tender document, including additions, retractions and modifications whereas clarifications are explanatory and shouldn't be bound into the contract.

#### Post tender

- Carry out arithmetical checks and review bids for obvious errors, including any abnormally low or high prices. Involve a Quantity Surveyor in this process where possible.
- Check that minimum standards are still current and approved.





- Check that amendments have been included in returned tenders.
- On Design and Build projects carefully review tenders to ensure compliance with the requirements and identify and close out any ambiguities.
- Ensure any tender qualifications are resolved or withdrawn.
- Provide feedback to Suppliers within seven days of tender award (YORhub templates exist for this). It's good practise to apply a standstill period on over threshold projects although this requirement is optional on frameworks.
- If carrying out any quality scoring, ensure these are properly managed and documented with scorers who are qualified in the subject being assessed. General guidance is that any quality submission should be assessed and scored by at least two people in isolation, who would then come together to agree one set of agreed final scores. Where differences in scores occur, the reasoning behind how the final score is achieved must also be recorded and not just state 'as agreed'. It would not be correct to average the scores and the final score allocated must be clearly assessed against the scoring regime/criteria as set out in the tender documentation. In addition, it is also possible for complicated or high value tender assessments to have a much larger assessment team that would require a more structured approach to the assessment and recording of the process. All records must demonstrate the process followed and be in a condition that can be audited at a later date.
- Avoid post tender negotiation. Where tender prices are likely to change substantially (often as a result of tenders coming in over budget), and to comply with public sector procurement regulations, it is best to re-tender the revised project to all firms originally invited to tender, regardless of whether they submitted a tender or not. The practice of approaching the lowest tenderer only, or the lowest two or three tenderers can breach the equal treatment principle and result in challenges from aggrieved tenderers. Sometimes firms reject opportunities due to concerns over budget or programme. Challenges can arise later when they discover that post tender changes were made to the budget or programme and the firm awarded the work was therefore put in a more favourable position than others, breaching the equal treatment principle. Accepting qualifications can also breach the equal treatment principle.
- When using an NEC3 contract, refer to NEC3 Newsletter no.70 dated January 2015 page 5 for an ECC set up checklist aimed at ensuring that contracts get off on the right foot.



## 2.5. **Prior notice or awareness of project with sufficient details**

a) When firms know roughly when a tender will be issued they can plan for this and allocate resources. When using a YORhub Framework if you are aware of extensive delays in tender issue dates please make us aware so we can advise the Framework Contractors to allow them to re-programme and re-allocate resources.

b) It is important to include sufficient information when seeking initial expressions of interest to minimise the risk of firms dropping out of the process at a later stage. This can occur where tender documents reveal further key factors that weren't obvious when firms originally expressed interest.

c) Please refer to Appendix no. 2 for the new YORbuild Expression of Interest form which has received positive feedback from Framework Contractors in terms of the good level of information to enable them to make a firm decision about their interest in tendering.

d) As an example of good practise, Sheffield City Council send a very early expression of interest to firms on the YORbuild Framework using the form in Appendix 2. In addition to making the market aware of the forthcoming opportunity it also enables time for the Contractors to comment and raise any potential issues with the proposed procurement route. This enables the Client to consider an alternative procurement route if the response isn't likely to be sufficient. This removes the risk of delays in procurement when expressions of interest are left until late in the process or not carried out at all.

## 2.6. **Market conditions**

a) Pre-tender briefings are a useful tool in determining market conditions and may assist decisions on when it's the best time to go to market. This is highly recommended where Clients have a large programme of works to maximise interest from potential bidders and establish if you are likely to encounter capacity issues or clashes with other Clients.

b) This can have other advantages, e.g. we have seen examples where Clients have been offered price reductions if they agree to defer the start of their project to avoid school summer holidays. The civils sector can heat up towards the end of each financial year.

## 2.7. **Levels of risk to tenderers**

a) The Construction industry has seen a number of issues in the last few years such as the sudden failure of Carillion, the Grenfell tragedy and the Covid-19 pandemic which are changing some aspects of the industry. These are resulting



in bidders taking a different attitude to risk and the points below are ways to minimise risk to tenders:

- Contract conditions/terms. Use of standard contracts such as NEC or JCT with minimal amendments is recommended where possible. Heavily modified contracts which transfer most risk to tenderers can be a problem to bidders. In our experience bidders are generally happy to tender for NEC or JCT contracts, although NEC is the recommended form of contract across the YORhub Frameworks and is endorsed by the Cabinet Office for use on public sector projects.
- Insurance/indemnity etc. Firms are under pressure from their own insurance and legal advisers to minimise PI insurance levels and agree limits of liability. The inclusion of NEC3 secondary options X15 and X18 are ways Clients can share some risk and make projects more attractive to bidders. The YORhub team can provide guidance on how to set appropriate levels of PI insurance and limits of liability. These should be based on a specific project risk assessment rather than a broad brush approach.
- Financial risk. In our experience, different contract pricing mechanisms don't appear to be a big issue in most bid decisions (e.g. whether fixed price or target price) but consideration to the operation of pain/gain arrangements may also be appropriate for some projects as a means of sharing risk. The use of more direct selection or two stage approaches also allow a more balanced management of risk, as detailed in section 2.11 below. Excessive delay/L&A damages can also reduce interest in tendering.
- Bonds etc. Our advice would be to only request performance bonds where absolutely necessary (i.e. on the basis of a project specific risk assessment) as these are increasingly becoming difficult and expensive to obtain. Avoid requesting them on low value short duration projects as this can discourage firms from bidding.
- The status of third party consents can also be a big risk on some projects so it's best to explore these at the earliest possible stage and invest the time to ensure these don't cause issues such as delays later.
- Transferring liability for existing structures (e.g. on refurbishment projects) or surveys undertaken on behalf of the Client can pose risk to bidders and may reduce interest in bidding. Where this is requested it can be minimised by the provision of suitable warranties and/or giving bidders suitable access to validate the surveys.

b) The use of Project Banks Accounts is becoming more widespread on projects over £5m (and increasingly on projects over £2m). These are welcomed by lower levels of the supply chain and provide a degree of protection to the Client which



may remove the need for performance bonds etc. YORhub has delivered a number of projects with PBAs and can supply guidance on request.

## 2.8. **Collaborative Working**

The use of contracts such as NEC3/NEC4 encourages collaborative approaches and dispute avoidance. Firms prefer working collaboratively with Clients who they know will act fairly, in a transparent way and who treat all bidders equally. This enables the opportunity to work in partnership with the whole supply chain.

## 2.9. **Levels of Competition**

The RICS issue guidance on the preferred size of tender lists (e.g. invite four firms to tender for D&B projects) and whilst the framework can't dictate precise numbers due to the requirement to invite all available firms in a lot to tender, in practise there are usually between three-six firms tendering for most projects which is usually a satisfactory level from the Client's point of view and is at a level that bidders are generally comfortable with.

## 2.10. **Opportunity for future works/obligations to bid or impact of not bidding**

a) The use of frameworks can raise their priority status of Clients who only do occasional building projects and who may not get the same levels of interest for one-off procurements.

b) The potential for disputes is also reduced when using a framework as future work is subject to satisfactory performance.

c) Where possible it can be beneficial to tie in the award of future work into a project to make it a more attractive proposition, where this is permitted in line with procurement requirements and where it wouldn't exceed any lot maximum value. Where this is done it's always advisable to include a clause that doesn't commit you to negotiating future work unless performance on the first project is good and is subject to the availability of sufficient funding.

d) The YORbuild2 Framework monitors tendering levels and has the ability to penalise firms who fail to meet certain requirements.

## 2.11. **Procurement route**

a) The choice of procurement route can have a significant impact on the levels of interest. Direct selection is very popular with bidders for obvious reasons but where this isn't possible or permitted (e.g. due to funding conditions), two stage tendering is also attractive to bidders and usually results in higher levels of



interest than for single stage tendering. This is because tendering effort is minimised and the preferred firm then enters into negotiation with the Client and their professional team. It's also a great way of managing risk in a balanced way and allows the benefits of Early Contractor Involvement (ECI) including key members of the supply chain to be maximised.

b) Two stage tendering may not be appropriate however for low value straightforward works where there is little to be gained by involving a Contractor early in terms of opportunities to add value. At the other end of the value scale it may not be appropriate to use single stage tendering for major works as the risks to bidders can be considerable and there are usually major benefits to be gained by working collaboratively with one firm.

c) Clients can be wary of direct selection or two stage tendering due to concerns about ensuring value for money or they may have had a bad experience of negotiated approaches. YORhub Frameworks go a long way to address these concerns with robust processes that require all elements of the negotiated price to be subject to price competition. Fee and Overhead %'s were tendered when the framework were set up along with a schedule of rates for most preliminary and plant costs. There is also a requirement that a minimum of three quotes is obtained for all sub-contract and supply packages.

d) YORhub can provide further information on the 'pros and cons' of single stage vs two stage tendering on request.

e) YORhub frameworks offer the different call-off methods referred to above i.e. direct selection, single stage tendering (with or without a quality element) or two stage price/ quality tendering.

## 2.12. **Extent of design responsibility**

In our experience single stage Design and Build projects are bidders' least popular method of tendering despite being one of the most popular routes to market for Clients. In this respect there is a disparity in the market between Client and suppliers. In order to maximise interest from bidders the following are suggested:

- Where possible avoid requesting design drawings as part of the tender package but where this is unavoidable keep requests to an absolute minimum. Avoid requesting approvals in principle part way through tender periods. These increase the cost of tendering and take more time to arrange in what is usually a very limited timescale.
- Bidders prefer to take ownership of most of the design so consider if this is possible. Forcing bidders to accept liability for design undertaken by others



can put off bidders or lead to them including sizeable sums in their tender to accept this risk.

- Consider novating the design team across to the successful Contractor where possible. Insisting that the Contractor employs a new design team part way through design can create tensions where the new team start to introduce changes or propose methods the Client's team may oppose.
- Consider a two stage D&B approach instead. Design fees and design teams could be included as part of the first stage selection process to appoint a preferred bidder. The two stage method will give the Client a greater input into the selection of the design team selected.

### **3. Summary**

3.1 There is no exact science to guaranteeing a healthy tender response but following the advice given in section 2 above should improve the chances of your project being well received by bidders. Following this advice should also ensure a compliant procurement, e.g. by recommending ways to avoid post tender negotiation.

3.2 If you have any queries or require any further information in relation to tendering please feel free to contact one of the YORhub Programme Managers:

- YORbuild – Fergus Aitken: [fergus.aitken@eastriding.gov.uk](mailto:fergus.aitken@eastriding.gov.uk)
- YORcivil – Mark Ives: [mark.ives@eastriding.gov.uk](mailto:mark.ives@eastriding.gov.uk)
- YORconsult – Chris Jackson: [chris.jackson@sheffield.gov.uk](mailto:chris.jackson@sheffield.gov.uk)



## Appendix 1 - Tender Checklist

The following is recommended to be included in a single stage design and build tender before it goes out to tender. If the contract is a two stage design and build tender then most of the activities would be covered in the second stage prior to entering into contract and starting on site. The aim of this checklist is to de-risk the project prior to commencement ensuring cost and programme certainty for all involved.

This is not a fully inclusive or exhaustive list but contains the items that generally create the most issues and constitute the reason why poor tender documents are returned or reluctance of Suppliers to tender.

### Existing Site Information:

- 1) Site investigation including the factual and interpretative reports. Highlighting contamination and any other issues. Surveys should be as comprehensive as possible and most areas of the site should be included. It can be false economy to save costs on carrying out appropriate surveys, particularly on civils projects. Avoid placing onus on the Contractor to carry out surveys during the tender period.
- 2) Mining report (if applicable).
- 3) Existing services drawings produced from a physical on site underground services survey. Including adjacent services, proposed new supplies and details of any required service diversions, together with quotations.
- 4) Highways constraints (access/egress/LA requirements etc.).
- 5) Environmental report (trees, birds, bats, waterways, plants etc.).
- 6) Back ground noise survey/acoustic report.
- 7) Existing drainage layouts/surveys with details of proposed outfalls, signed off by the local water authority usually via a pre-development enquiry.
- 8) Asbestos Survey, e.g. an asbestos management plan for existing buildings or an intrusive R&D asbestos survey where possible.
- 9) Flood risk assessment (if applicable).
- 10) Waste Acceptance Criteria (WAC) test details where relevant.
- 11) Note – surveys should be warranted where these are to be relied upon.





#### Third Party Stakeholder information:

- 1) Planning status/conditions and agreements.
- 2) Utility quotations in line with site demand analysis. Highlighting requirements for site works, diversions, protection, new substations and any offsite infrastructure improvement.
- 3) Highway works, 278 agreements etc.
- 4) Drainage licenses and discharge agreements.
- 5) Fire hydrant/mains requirements for the project.
- 6) Heritage statement if dealing with a listed building or a site within a conservation area.
- 7) Any other specific to the site/location.

#### Building Physics:

- 1) Building performance criteria, u values, air tightness, acoustics, occupancy, temperature range.
- 2) Thermal model co-ordinated with building performance (part L compliance).
- 3) Overheating report with details of input data and basis of modelling.
- 4) Servicing strategy, ventilation and heating/cooling.
- 5) Fire strategy, compartments, escape routes.
- 6) Acoustic strategy.
- 7) Renewables strategy.
- 8) BREEAM assessment with evidence for credits, together with tracker clearly identifying who is responsible for achieving the credits. Proof scheme has been registered with the BRE.
- 9) Desk top wind study.

#### Design:

- 1) Design statement (or stage end reports) from each of the design team (in particular MEP) to confirm the status of the coordination of the design with a list of issues still to resolve.
- 2) Design responsibility matrix identifying scope and duties of novated designers.
- 3) Clarity on Contractor design portions and any design warranties required.
- 4) Designers risk schedule or matrix highlighting items to be resolved via specialist input post contract award.



- 5) Confirmation that the elemental design and specification meets the requirements of the building performance/physics. (i.e. external envelope, internal walls, windows, doors etc.).
- 6) Confirmation of M&E services spatial fit and weight, ceiling voids, plant rooms, risers etc.
- 7) Secondary steelwork.
- 8) Above/below ground drainage coordination.
- 9) Design risk assessments for CDM.

BIM/Government Soft Landings (GSL) where relevant:

- 1) Model (native format) plus any data produced by the design team (e.g. COBie).
- 2) Employer's information requirements.
- 3) BIM Protocol.
- 4) Pre contract BIM execution plan.
- 5) Agreed Contractor and design team inputs post PC for aftercare and monitoring.
- 6) Clearly defined maintenance requirements and responsibilities.
- 7) Data security requirements where applicable (e.g. for sensitive blue light projects) often referred to as "BASIR" – Built Asset Security Information Requirements and "BASMP" – Built Asset Security Management Plan.

Contract/Programme:

- 1) Sufficient tender programme.
- 2) Sufficient lead in from contract award to start on site to produce construction information for early activities and procurement of materials and supply chain.
- 3) Sufficient lead in for Structural steel design and procurement.
- 4) Project risk schedule with ownership and action to mitigate. Associated cost allocation.
- 5) List of agreed defined provisional sums with necessary supporting detail of the scope of the works included in the sum to allow bidders to include a reasonable estimate of the duration required to carry out the work.
- 6) Acceptable level of delay damages.
- 7) Confirmation of appropriate project funding.
- 8) Unpriced cost plan issued with tender.



## Appendix 2 – Expression of Interest Information

### EXPRESSION OF INTEREST (S&W AREA)

**Information to be provided to YORbuild2 in order to gain expressions of interest  
(please tick relevant box where applicable)**

#### Instructions

Please complete as much of the form as you can. This will help inform Contractors and assist them in their decision making process.

1. Framework	<input type="checkbox"/> YORbuild2 – South Area Go to Q2 <input type="checkbox"/> YORbuild2 – West Area Go to Q3
2. Lot Number and Value Band (if known)	<input type="checkbox"/> Lot 1: £0 to £0.25m <input type="checkbox"/> Lot 2: Over £0.25m to £1m <input type="checkbox"/> Lot 3: Over £1m to £4m <input type="checkbox"/> Lot 4: Over £4m to £10m <input type="checkbox"/> Lot 6: New Housing up to 10 units Go to Q4
3. Lot Number and Value Band (if known)	<input type="checkbox"/> Lot 5: Over £10m <input type="checkbox"/> Lot 7: New Housing over 10 units <input type="checkbox"/> Lot 1: Major Works Over £10m up to £30m <input type="checkbox"/> Lot 2: Major Works Over £30m
4. Date for return of Expression of Interest	
5. Client Job number	
6. Project title	



7. Project location/address	
8. Employer/Client Authority	
9. Named Client Lead/Project Manager at initial stage (include contact details, i.e. telephone and e mail address)	
10. Named Client Cost Manager at initial stage (include contact details, i.e. telephone and e mail address)	
11. Approximate construction cost of project (£)	
12. Outline description of the project works. Is there any contractor design? Please also refer to question relating to D&B. Include information on any specialist work of note i.e. demolition, asbestos removal etc., or any potential phasing/sectional completion (append any separate documents/sheets/drawings as necessary)	
13. Any special requirements of contractors, i.e. need to demonstrate specific experience/capability etc. for this particular project at EOI stage? – please stipulate or put 'Not Applicable'	
14. Provide details of Client Professional Team i.e. PM, QS, Architect, M&E, Structures etc., and whether they are in-house or external	
15. Framework Call Off Method:	<input type="checkbox"/> Further Competition Go to Q16 <input type="checkbox"/> Direct Call Off (Rotation) Go to Q18



<p>16. Further competition Tender/Procurement details:</p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Price/Quality (single stage) Go to Q17</li> <li><input type="checkbox"/> Price/Quality (two stage) Go to Q17</li> <li><input type="checkbox"/> Price only (single stage) Go to Q18</li> </ul>
<p>17. Tender Evaluation Model: Please stipulate percentage split, if known</p> <p><b>Note:</b> Framework parameters as follows:</p> <p><u>Price/Quality (single stage)</u> Price 30% – 90%/Quality 70% – 10%</p> <p><u>Price/Quality (two stage)</u> Price 20% – 80%/Quality 80% – 20%</p>	<p>Price .....%</p> <p>Quality .....%</p> <p>SEEV* .....% (if applicable)</p> <p>E&amp;S* .....% (if applicable)</p> <p><b>Notes</b></p> <p>SEEV* Social, Economic and Environmental Value</p> <p>E&amp;S* Employment and Skills</p> <p>E&amp;S can form part of SEEV</p> <p>SEEV and E&amp;S form part of Quality</p>
<p>18. Contract Arrangement: Please stipulate option</p> <p><u>Note:</u> If using YORbuild2 templates Framework Managers can assist in the preparation of the contract</p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> NEC Engineering and Construction Contract (YORbuild2 template) Go to Q19</li> <li><input type="checkbox"/> NEC Engineering and Construction Contract (Client own arrangements) Go to Q19</li> <li><input type="checkbox"/> NEC Engineering and Construction Short Contract Go to Q24</li> <li><input type="checkbox"/> JCT Contract Family Go to Q22</li> </ul>



<p>19. For NEC Engineering and Construction Contract, identify option to be used: Please stipulate option if known</p>	<ul style="list-style-type: none"><li><input type="checkbox"/> Option A (Priced contract with activity schedule) Go to Q21</li><li><input type="checkbox"/> Option B (Priced contract with bill of quantities) Go to Q21</li><li><input type="checkbox"/> Option C (Target contract with activity schedule) Go to Q20</li><li><input type="checkbox"/> Option D (Target contract with bill of quantities) Go to Q20</li><li><input type="checkbox"/> Option E (Cost reimbursable contract) Go to Q21</li><li><input type="checkbox"/> Option F (Management contract) Go to Q21</li></ul>								
<p>20. Proposed incentivisation share ranges and percentages</p>	<table border="1"><thead><tr><th data-bbox="836 1122 1155 1182"><b><u>Range</u></b></th><th data-bbox="1155 1122 1474 1182"><b><u>Share Percentage</u></b></th></tr></thead><tbody><tr><td data-bbox="836 1182 1155 1243">From.....% to .....%</td><td data-bbox="1155 1182 1474 1243">.....%</td></tr><tr><td data-bbox="836 1243 1155 1303">From.....% to .....%</td><td data-bbox="1155 1243 1474 1303">.....%</td></tr><tr><td data-bbox="836 1303 1155 1355">From.....% to .....%</td><td data-bbox="1155 1303 1474 1355">.....%</td></tr></tbody></table>	<b><u>Range</u></b>	<b><u>Share Percentage</u></b>	From.....% to .....%	.....%	From.....% to .....%	.....%	From.....% to .....%	.....%
<b><u>Range</u></b>	<b><u>Share Percentage</u></b>								
From.....% to .....%	.....%								
From.....% to .....%	.....%								
From.....% to .....%	.....%								



<p>21. For NEC Engineering and Construction Contract, identify any secondary options to be used: Please stipulate option(s) if known</p>	<ul style="list-style-type: none"><li><input type="checkbox"/> X1 Price adjustment for inflation</li><li><input checked="" type="checkbox"/> X2 Changes in the law (Framework standard inclusion)</li><li><input type="checkbox"/> X3 Multiple currencies</li><li><input type="checkbox"/> X4 Parent company guarantee</li><li><input type="checkbox"/> X5 Sectional Completion</li><li><input type="checkbox"/> X6 Bonus for early Completion</li><li><input type="checkbox"/> X7 Delay damages</li><li><input type="checkbox"/> X12 Partnering</li><li><input type="checkbox"/> X13 Performance bond</li><li><input type="checkbox"/> X14 Advanced payment to the Contractor</li><li><input type="checkbox"/> X15 Limitation of the Contractor's liability for his design to reasonable skill and care</li><li><input type="checkbox"/> X16 Retention</li><li><input type="checkbox"/> X17 Low performance damages</li><li><input type="checkbox"/> X18 Limitation of liability</li><li><input type="checkbox"/> X20 Key Performance Indicators</li></ul> <p>Go to Q24</p>
<p>22. For JCT Contract Family identify the Contract type to be used if known:</p>	<ul style="list-style-type: none"><li><input type="checkbox"/> Standard Building Contract</li><li><input type="checkbox"/> Minor Works Building Contract</li><li><input type="checkbox"/> Design and Build Contract</li><li><input type="checkbox"/> Measured Term Contract</li><li><input type="checkbox"/> Other (please specify)</li></ul> <p>.....</p>





23. For JCT Contract Family please identify any of the Contract Particulars or other requirements to be used if known:	<input type="checkbox"/> Parent company guarantee <input type="checkbox"/> Performance bond <input type="checkbox"/> Sectional Completion <input type="checkbox"/> Delay damages <input type="checkbox"/> Retention State percentage .....% <input type="checkbox"/> Other (please specify) ..... Go to Q24
24. Does any of the project require contractor Design and Build, whether fully design and build or partial?	<input type="checkbox"/> Yes Go to Q25 <input type="checkbox"/> No Go to Q29
25. Is the project fully Design and Build or are only some elements requiring Contractor's design?	<input type="checkbox"/> Full Design and Build Go to Q27 <input type="checkbox"/> Design and Build elements Go to Q26
26. Please detail elements requiring Contractor's design	..... .....
27. Will any of the Client's design team be novated to the Contractor?	<input type="checkbox"/> Yes Go to Q28 <input type="checkbox"/> No Go to Q29



28. Which of the Client's design team will be novated to the Contractor?	<input type="checkbox"/> Architect <input type="checkbox"/> Mechanical Engineer <input type="checkbox"/> Electrical Engineer <input type="checkbox"/> Structural Engineer <input type="checkbox"/> Landscape Architect <input type="checkbox"/> Other (please specify) .....
29. Please state at what point the project will be tendered	<input type="checkbox"/> End of RIBA Stage 1 <input type="checkbox"/> End of RIBA Stage 2 <input type="checkbox"/> End of RIBA Stage 3 <input type="checkbox"/> End of RIBA Stage 4 <input type="checkbox"/> Other, please state .....
30. What is the current planning status, i.e. applied, granted (outline or full)	



<p>31. Please state project insurance requirements/limits (if known)</p>	<p><b><u>Public Liability</u></b> £.....m £10m framework minimum</p> <p><b><u>Employers Liability</u></b> £.....m £10m framework minimum</p> <p><b><u>Professional Indemnity (if applicable for D&amp;B)</u></b> £.....m on an each and every basis*/on an aggregate basis*</p> <p>* Delete as appropriate</p> <p>£2,000,000 in respect of each incident without limit to the number of claims, or £5,000,000 where aggregate insurance is proposed</p> <p><b><u>Liability Limit</u></b> The Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to £.....m*/will be included in the tender documentation*</p> <p>* Delete as appropriate</p>
<p>32. Is the project funded by any external funding bodies? Please stipulate if known</p>	<p><input type="checkbox"/> DfT</p> <p><input type="checkbox"/> EA</p> <p><input type="checkbox"/> ERDF</p> <p><input type="checkbox"/> HCA</p> <p><input type="checkbox"/> NLHF</p> <p><input type="checkbox"/> Other (please specify) .....</p> <p><input type="checkbox"/> Not Applicable/Internally Funded</p>
<p>33. Is a Project Bank Account to be used? If yes, please give any relevant details</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>Details .....</p>



34. Is BIM a specific requirement for this project? If yes, please give any relevant details	<input type="checkbox"/> Yes <input type="checkbox"/> No Details .....
35. Are L&A damages applicable to this project? If yes, please give any relevant details i.e. amount of damages, if known	<input type="checkbox"/> Yes <input type="checkbox"/> No Details .....
36. Any project specific Employment and Skills outputs required	<input type="checkbox"/> Yes <input type="checkbox"/> No Details .....
37. Is BREEAM or LEED accreditation a requirement and if so to what level	
38. Tendering Portal to be used for issuing of tenders	
39. Anticipated out to tender date	
40. Anticipated tender return date	
41. Anticipated start on site date	
42. Anticipated completion date	