Vision 2020
Toynbee Hall
Redevelopment Project

Construction Project
Pre-Qualification Questionnaire (PQQ)
Non-Mandatory Notice /
Below Threshold Notice
OJEU ref: 2015-104121

Revision 01
August 2015
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</tbody>
</table>
1. **INTRODUCTION**

1.1. The Site is located at Toynbee Hall, 28 Commercial Street, London E1 6LS. Please refer to the information included at Appendix B.

1.2. The proposals provide for the following (see attached drawings and information for more details):

   1.2.1. Conservation works to bring out the best of the historic fabric and restore as appropriate, including interpretation of the Lecture and Ashbee Halls
   1.2.2. Alter and Refurbish first floor to provide office space for Toynbee Hall staff and volunteers and residential accommodation for 2 Residential Volunteers
   1.2.3. Remodel the second floor to residential accommodation for 3 residential volunteers
   1.2.4. Provide new publicly accessible Heritage Entrance with interpretation and exhibition space
   1.2.5. Replace modern extensions with high quality new building to include an education suite and meeting rooms

1.3. Toynbee Hall is seeking to appoint a suitably experienced building contractor for the delivery of refurbishment and new build works as part of the Vision 2020 project.

1.4. Toynbee Hall itself is Grade II Listed Building and is located in on a site owned by Toynbee Hall.

1.5. There will be other works, a large residential development, being undertaken immediately adjacent to the site on at least 2 sides at the same time which will create some logistical challenges and operational issues.

1.6. The adjacent educational Facility, known as Arts Admin, will remain fully operational throughout the project with access and escape routes maintained.

1.7. Toynbee Hall has received a Grant from the Heritage Lottery Fund to assist with the project.

1.8. This PQQ is being published by Toynbee Hall on a non-mandatory basis as Toynbee Hall does not consider itself to be a contracting authority. The publication of this notice should not be taken to imply the acceptance by Toynbee Hall of the Public Contracts Regulations 2015 where such rules would not otherwise apply.

1.9. The value of the works is considered Below Threshold.
2. **CONTRACT**

2.1. A single stage tender based on a Bill of Quantities will be utilised.

2.2. A JCT Standard Building Works Contract with Quantities and project specific amendments is proposed.

2.3. The anticipated total contract value is approximately £3.9M - £4.12M.

2.4. The Architect and Lead Consultant is Richard Griffiths Architects.

2.5. This PQQ is being made available on the condition that the information contained within it is only used solely in connection with the competitive process for the procurement of this project for Toynbee Hall (the “Project”) and for no other purpose. In addition, the recipient of this PQQ agrees to keep confidential the information contained in this PQQ and sent with it, or which has been or will be made available.

2.6. Toynbee Hall will wish to be satisfied that, within the parameters of Regulations 57-65 inclusive of the Public Contracts Regulations 2015, each applicant selected has the appropriate qualities and resources to undertake the Project and meet successfully the necessary requirements to complete the Project.

2.7. Toynbee Hall reserves the right to require applicants to clarify their submissions in writing or via email. Any such request shall be responded to in writing to the main contact at the address stated below. Failure to respond adequately may result in that applicant not qualifying.

2.8. Toynbee Hall reserves the right to reject any applicant that fails to comply fully with the requirements of the selection process set out in this document or which is guilty of a serious misrepresentation in supplying any information requested. Qualifying applicants will confirm that they will not collaborate with other applicants.

2.9. Applicants must complete all sections of the PQQ and supply any additional information as required. Where a section is not applicable this should be clearly stated. Failure to complete the PQQ will automatically and immediately disqualify the applicant and Toynbee Hall will undertake no further evaluation of the PQQ.

2.10. The inclusion of an executive summary or a statement of reasons for selection is not required and will not be considered in the evaluation of the PQQ.

2.11. Toynbee Hall reserves the right to terminate the procurement process at any time at its absolute discretion.

2.12. The information issued in this PQQ is issued in good faith but does not purport to be comprehensive or independently verified. Toynbee Hall accepts no liability for the inadequacy or incompleteness of the information.
3. **ANTICIPATED PROGRAMME FOR PROCUREMENT**

3.1. Indicative Timeframe

3.1.1. Return date for PQQ 01/09/2015

3.1.2. Evaluation & clarification of PQQ 21/09/2015

3.1.3. Issue tenders 21/09/2015

3.1.4. Tender Return Date 01/11/2015

3.1.5. Evaluation & clarification of Tenders 22/11/2015


3.1.7. Prepare Contract Documents 23/12/2015

3.1.8. Contract Award 02/01/2016

3.1.9. Works start date February 2016

3.2. Please note that the above dates are indicative and represent the current best estimates. Toynbee Hall reserves the right to change the dates or terminate the process at any time at its absolute discretion.

4. **REFERENCES**

4.1. Please note that references may be requested as part of the evaluation in respect of the case studies provided as part of the response to the initial pre-qualifying questionnaire.

5. **SELECTION PROCESS**

5.1. Shortlisting will be undertaken by the Employer in accordance with the evaluation criteria outlined in this document. A maximum of 7 applicants will be shortlisted on the basis of the demonstrated technical capacity, capability and business probity, and response to this questionnaire and will subsequently receive an Invitation to Tender (ITT).

5.2. A final tender list of 5 or 6 applicants is envisaged.
6. PRE-QUALIFICATION QUESTIONNAIRE

6.1. Applicants are required to submit an expression of interest to demonstrate capacity, capability and relevant experience as outlined below. Responses to questions in Section H of the PQQ should be provided as a single A4 pdf document attachment of no more than 20 pages submitted via email in PDF format.

6.2. Sections A-G – Organisation and Business Details

<table>
<thead>
<tr>
<th>Section A. Organisational Information</th>
<th>Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Please enter your full company name</td>
<td>For information</td>
</tr>
<tr>
<td>Please enter your Company Registration and/or Charity Number if applicable</td>
<td>For information</td>
</tr>
<tr>
<td>Do you have a Parent Company?</td>
<td>For information</td>
</tr>
<tr>
<td>If you answered YES to the above question please provide full name and address details and Company Registration number for your Parent. If you have answered NO please write N/A.</td>
<td>For information</td>
</tr>
<tr>
<td>If you have a Parent are they willing to provide a Parent Company Guarantee if required?</td>
<td>No = Fail Yes = Pass</td>
</tr>
<tr>
<td>Will your organisation provide a 10% Performance Bond as per the draft provided at appendix **</td>
<td>No = Fail Yes = Pass</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section B. Financial &amp; Business Information</th>
<th>Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Please submit a copy of your audited accounts for the last 3 financial years (these must show turnover, profit and loss information). If your business has not been in operation for 3 years provide this information since the creation of the business..</td>
<td></td>
</tr>
<tr>
<td>Please note that we may undertake further research on your organisation using a financial report provided by an external organisation. Toynbee Hall will want to ensure the financial viability of the organisation before any contract is awarded and any bidder can be disqualified on this basis at any point until the final contract is signed. Additional and enhanced financial checks may be on-going throughout the tender process and the lifetime of the contract. All financial assessments will be reasonable to the size of the contract. This will assure Toynbee Hall that you have all the necessary financial resources to perform the contract.</td>
<td></td>
</tr>
</tbody>
</table>
## Section C. Professional And Business Standing

<table>
<thead>
<tr>
<th>Statement</th>
<th>Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Do any of the following statements apply to your organisation, or to any of the directors, partners or owners?</td>
<td></td>
</tr>
<tr>
<td>In a state of bankruptcy, insolvency, compulsory winding up or receivership, or has arrangements with creditors</td>
<td>No = Pass</td>
</tr>
<tr>
<td>Been convicted of a criminal offence related to business or professional conduct</td>
<td>No = Pass</td>
</tr>
<tr>
<td>Committed an act of serious misconduct in the course of business</td>
<td>No = Pass</td>
</tr>
<tr>
<td>Not met responsibilities related to paying social security contributions</td>
<td>No = Pass</td>
</tr>
<tr>
<td>Not met responsibilities related to paying taxes</td>
<td>No = Pass</td>
</tr>
<tr>
<td>Guilty of serious misrepresentation in supplying information</td>
<td>No = Pass</td>
</tr>
<tr>
<td>Does any person connected with your organisation (or any of the organisations who you will be working with) have an associated person who is employed by us or has been employed by us in the last three years?</td>
<td>No = Pass</td>
</tr>
<tr>
<td>For the purposes of this question an ‘associated person’ is any person who is employed by, works for, or otherwise provides services on a full-time or part-time basis to or on behalf of Toynbee Hall whether under a permanent or fixed contract of employment, through an agency contract with an employment agency or as a consultant or contractor through a contract for services with the Toynbee Hall</td>
<td>No = Pass</td>
</tr>
</tbody>
</table>

* If you answer ‘Yes’ but have provided supporting evidence this will be assessed and a decision taken as to whether or not you will be able to proceed any further.
<table>
<thead>
<tr>
<th>Question</th>
<th>Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Has your organisation or any directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?</td>
<td></td>
</tr>
<tr>
<td>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);</td>
<td>No = Pass Yes = Fail</td>
</tr>
<tr>
<td>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);</td>
<td>No = Pass Yes = Fail</td>
</tr>
<tr>
<td>The offence of bribery;</td>
<td>No = Pass Yes = Fail</td>
</tr>
<tr>
<td>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 following:</td>
<td></td>
</tr>
<tr>
<td>(i) the offence of cheating the Revenue;</td>
<td>No = Pass Yes = Fail</td>
</tr>
<tr>
<td>(ii) the offence of conspiracy to defraud;</td>
<td></td>
</tr>
<tr>
<td>(iii) fraud or theft within the meaning of the Theft Act 1968 and the Theft Act 1978;</td>
<td>No = Pass Yes = Fail</td>
</tr>
<tr>
<td>(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985 or section 993 of the Companies Act 2006;</td>
<td>No = Pass Yes = Fail</td>
</tr>
<tr>
<td>(v) defrauding the Customs within the meaning of the Customs and Excise Management Act 1979 and the Value Added Tax Act 1994;</td>
<td>No = Pass Yes = Fail</td>
</tr>
<tr>
<td>(vi) an offence in connection with taxation in the European Community within the meaning of section 71 of the Criminal Justice Act 1993; or</td>
<td></td>
</tr>
<tr>
<td>(vii) 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;</td>
<td>No = Pass Yes = Fail</td>
</tr>
<tr>
<td>Money laundering within the meaning of the Money Laundering Regulations 2003 or Money Laundering Regulations 2007 or any other offence within the meaning of Article 45(1) of Directive 2004/18/EC as defined by the national law of any relevant State.</td>
<td>No = Pass Yes = Fail</td>
</tr>
</tbody>
</table>
### Blacklisting & Whistleblowing

Has:

1. your organisation participated in the blacklisting of individuals contrary to the Employment Relations Act 1999 (Blacklisting) Regulations 2010 and the Data Protection Act 1998?:

2. any person employed by, acting on behalf of or advising your organisation committed an act contrary to the Employment Relations Act 1999 (Blacklisting) Regulations 2010 and the Data Protection Act 1998?

3. your organisation committed an act contrary to the Public Interest Disclosure Act 1998 (“Whistle Blowing Legislation”): or

4. any person employed by, acting on behalf of or advising your organisation committed an act contrary to the Public Interest Disclosure Act 1998 (“Whistle Blowing Legislation”)

*If you answer ‘Yes’ but have provided supporting evidence this will be assessed and a decision taken as to whether or not you will be able to proceed any further.

### Section D. Insurance

<table>
<thead>
<tr>
<th>Assessment</th>
<th>For Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes = Pass</td>
<td>No = Fail</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please provide details of your insurance cover

In the case of inadequate cover, would you be willing to increase your insurance?

### Section E – Health & Safety

<table>
<thead>
<tr>
<th>Assessment</th>
<th>For Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes = Pass</td>
<td>No = Fail*</td>
</tr>
<tr>
<td>No = Pass</td>
<td>No = Fail†</td>
</tr>
<tr>
<td>Yes = Pass</td>
<td>No = Fail*</td>
</tr>
</tbody>
</table>

Does your organisation have a signed health and safety policy/statement, written arrangements for implementing the policy and regular reviews of the policy?

Has your organisation been prosecuted under any health & safety legislation in the past 3 years?

Are you currently subject to UK legislation?

If you are not currently subject to UK legislation, please supply details of your experience in complying with equivalent Health & Safety legislation. If you are subject to UK legislation please type in “Not Applicable”.

* If you answer ‘No’ but have provided supporting evidence this will be assessed and a decision taken as to whether or not you will be able to proceed any further.

† If you answer ‘Yes’ but have provided supporting evidence this will be assessed and a decision taken as to whether or not you will be able to proceed any further.
### Section F – Equality & Diversity

Public bodies have a statutory duty to ensure that protected groups are treated fairly in delivery of services. More information on the Equality Act 2010 and public sector equality duty to make sure that all members of the community, including your staff, are treated fairly and without prejudice.

<table>
<thead>
<tr>
<th>Question</th>
<th>Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does your organisation have a current written equalities policy aimed at eliminating discrimination as an employer and provider of works, goods and services which meets the aims of the duty?</td>
<td>Yes = Pass No = Fail*</td>
</tr>
<tr>
<td>In the last three years, has your organisation been the subject of a formal investigation or had any finding of unlawful discrimination made against them by any court, industrial or employment tribunal or the Equality and Human Rights Commission (E&amp;HRC)? If the answer to this question is YES what steps did your organisation take as a result of the finding or investigation?</td>
<td>No = Pass Yes = Fail†</td>
</tr>
<tr>
<td>Is your policy set out:</td>
<td>(For information only)</td>
</tr>
<tr>
<td>• in instructions to those employees concerned with recruitment, training and promotion?</td>
<td></td>
</tr>
<tr>
<td>• in documents available to employees, recognised trade unions or other representative groups of employees?</td>
<td></td>
</tr>
<tr>
<td>• in recruitment advertisements or other literature?</td>
<td></td>
</tr>
</tbody>
</table>

* If you answer ‘No’ but have provided supporting evidence this will be assessed and a decision taken as to whether or not you will be able to proceed any further.
† If you answer ‘Yes’ but have provided supporting evidence this will be assessed and a decision taken as to whether or not you will be able to proceed any further.

### Section G – Environmental Management

<table>
<thead>
<tr>
<th>Question</th>
<th>Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does your organisation or a part of it operate under an environmental management system (including those not currently verified/certified)?</td>
<td>Yes = Pass No = Fail*</td>
</tr>
<tr>
<td>Is your organisation or any part of it certified to ISO 14001 (or an equivalent standard for environmental management) by a UKAS-accredited certification body?</td>
<td>For Information</td>
</tr>
<tr>
<td>Does your organisation carry out any forms of environmental monitoring, auditing or control?</td>
<td>For Information</td>
</tr>
<tr>
<td>Does your organisation have an environmental policy?</td>
<td>Yes = Pass No = Fail*</td>
</tr>
<tr>
<td>Has your organisation been prosecuted under any environmental legislation in the past 3 years?</td>
<td>No = Pass Yes = Fail†</td>
</tr>
</tbody>
</table>

* If you answer ‘No’ but have provided supporting evidence this will be assessed and a decision taken as to whether or not you will be able to proceed any further.
† If you answer ‘Yes’ but have provided supporting evidence this will be assessed and a decision taken as to whether or not you will be able to proceed any further.
### CONTRACT SPECIFIC QUESTIONS H – EVALUATION OF TECHNICAL CAPACITY AND CAPABILITY

Please submit information in format requested. 

<table>
<thead>
<tr>
<th>PART A</th>
<th>Please provide:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Activities</td>
<td>1. Provide a brief history of the company in no more than 300 words</td>
</tr>
<tr>
<td></td>
<td>2. What are the main business activities of your organisation? Please provide a brief introduction to your organisation, including turnover for the last three years, and any consortia arrangements (maximum 500 words)</td>
</tr>
<tr>
<td></td>
<td>3. How many staff does your organisation have? Please provide a breakdown of professional and support staff and indicate their discipline(s) and office locations? Indicate which trades are directly employed</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PART B</th>
<th>Please provide three examples of relevant projects, such as the restoration of Historic / Listed building and new build extensions to Historic / Listed Buildings etc. The total construction value of each project should be in excess of £2M construction value and they should have been started within the last five years. Two of the project examples MUST have been completed and preferably at least one should be HLF or similar Funded.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Examples</td>
<td>Project examples should be a maximum 1500 words plus 2 A4 pages of images that specifically address the criteria set out below. Text beyond the word limit will be discounted.</td>
</tr>
<tr>
<td>Section 1</td>
<td>For each of the examples please provide the following information</td>
</tr>
<tr>
<td>General</td>
<td>1) Project name</td>
</tr>
<tr>
<td></td>
<td>2) Location</td>
</tr>
<tr>
<td></td>
<td>3) Start on Site</td>
</tr>
<tr>
<td></td>
<td>4) Completion</td>
</tr>
<tr>
<td></td>
<td>5) Construction value / Final Account Value</td>
</tr>
<tr>
<td></td>
<td>6) Form of procurement</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Weighting</th>
<th>10%</th>
</tr>
</thead>
<tbody>
<tr>
<td>PART B</td>
<td>50% (20% for first example listed and 15% each of the remaining 2)</td>
</tr>
<tr>
<td>7)</td>
<td>List of any scheme awards</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>8)</td>
<td>Confirm if the property was occupied or partly occupied during the works</td>
</tr>
<tr>
<td>9)</td>
<td>Confirm if the project was funded by the Heritage Lottery Fund or similar organisation</td>
</tr>
<tr>
<td>10)</td>
<td>Client organisation</td>
</tr>
<tr>
<td>11)</td>
<td>Client Contact, email and telephone number</td>
</tr>
<tr>
<td>12)</td>
<td>Professional team Contact details</td>
</tr>
<tr>
<td>13)</td>
<td>Scope of commission (insert RIBA stages)</td>
</tr>
<tr>
<td>14)</td>
<td>Project Description (insert general project description, specific challenges, constraints and opportunities etc.)</td>
</tr>
</tbody>
</table>

If more than 3 reference projects are provided only the first 3 will be considered

<table>
<thead>
<tr>
<th>Section 2</th>
<th>Please provide examples or where you have successfully operated in very confined city center sites on similar sized projects, or explain, how you will operate on this specific site</th>
</tr>
</thead>
</table>

Toynbee Hall is keen to promote the use of locally sourced labour and resources on the project. Please explain how you will maximise this for the project

Part C | Contract – Please confirm that you have reviewed the proposed contract terms and conditions and that you will tender based on these, or else identify any specific issues |

6.4. Section I – Declaration

6.4.1. The PQQ Declaration Page provided should be completed. Pass / Fail
7. INSTRUCTIONS FOR COMPLETION & SCORING MATRIX FOR THE PRE-QUALIFICATION QUESTIONNAIRE (PQQ)

7.1. Applicants should answer all questions as accurately and concisely as possible. Toynbee Hall may validate the information contained in your response at any time throughout the procurement. Where any such statements are found to be inaccurate or incorrect, Toynbee Hall reserves the right to remove such applicants from the competition.

7.2. All responses should be in English.

7.3. Applicants should note that only information provided in accordance with these instructions will be taken into consideration for the purposes of evaluating this submission.

7.4. Applicants will be marked on the content, depth, and relevance of their responses to the proposed works. Clear presentation will make the evaluation easier, but no extra marks will be gained by use of colour, etc. Please do not send additional brochures or company information as this will not be assessed.

7.5. In submitting your response it is your responsibility to ensure that the completed questionnaire is submitted on time and in the manner required.

7.6. All queries relating to the procurement process should be directed to: Redevelopment2@toynbeehall.org.uk

7.7. Responses from suppliers to the Technical Capacity and Capability questions in Section H will be assessed using a scoring system as defined below:

<table>
<thead>
<tr>
<th>Score</th>
<th>Criteria</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>Unacceptable – no evidence provided</td>
<td>0%</td>
</tr>
<tr>
<td>1</td>
<td>Unsatisfactory – significant weaknesses and failure to address requirement or a misalignment between proposed approach and resources</td>
<td>20%</td>
</tr>
<tr>
<td>2</td>
<td>Less than satisfactory – meets most requirements but with a significant shortcoming, e.g. in terms of approach or resources</td>
<td>40%</td>
</tr>
<tr>
<td>3</td>
<td>Satisfactory - Satisfies the project quality requirements – note that this is not similar to ‘adequate’ or ‘mediocre’ but that the requirements have been met and the resources align with the approach and undertakings</td>
<td>60%</td>
</tr>
<tr>
<td>4</td>
<td>Better than Satisfactory - more than meets the quality requirement through significant additional input in terms of resources approach or standards to be achieved</td>
<td>80%</td>
</tr>
<tr>
<td>5</td>
<td>Excellent – considerably exceeds the minimum requirements in terms of approach, resources and/or outcomes to be delivered</td>
<td>100%</td>
</tr>
</tbody>
</table>
7.8. The weighted score for each question will be calculated using the following formula:

7.8.1. Weighted score = % score x weighting

7.8.2. The % score is stated in the right-hand column of the table above. For example, a maximum score of 5 equates to a % score of 100% against that heading; similarly a score of 3 equates to a % score of \((3 \div 5) \times 100\% = 60\%\).

7.9. Example

7.9.1. If the response to a question with a weighting of 10% is deemed ‘Satisfactory’ the weighted score would be calculated as follows:

7.9.2. Satisfactory = score of 3 = score of 60%

7.9.3. Weighting = 10%

7.9.4. Weighted score = % score x weighting = 60% x 10% = 6

7.10. The weighted mark for each question is then totalled to give an overall mark. The overall pass mark to progress to the ITT stage will be determined by Toynbee Hall.

7.11. Registering an interest in this project and/or submitting a completed PQQ does not guarantee inclusion of the supplier into the tender enquiry list.

7.12. Following the PQQ evaluation process, Toynbee Hall will notify all suppliers who submitted a response to the PQQ as to whether or not they have been selected for the next phase.

8. OTHER INFORMATION

8.1. Toynbee Hall may, entirely at their discretion, wish to visit or contact reference projects or organisations prior to any decision on the preferred supplier.

8.2. Toynbee Hall reserves the right to issue the response to any query raised to all Tendering Organisations unless to do so would breach any express obligation of confidentiality or would disclose commercially sensitive information.

8.3. The information contained in this PQQ and the supporting documents and in any related written or oral communication is believed to be correct at the time of issue but Toynbee Hall will not accept any liability for its accuracy, adequacy or completeness and no warranty is given as such. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Toynbee Hall.

8.4. It is intended that the remainder of this procurement will take place in accordance with the provisions of this PQQ but Toynbee Hall reserves the right to terminate, amend or vary the whole or any part of the procurement process by notice to all tendering organisations in writing at its absolute discretion. The Toynbee Hall will accept no liability for any losses caused to you as a result of this.
9. **SUBMISSION REQUIREMENTS**

9.1. 2 Hard Copies of the completed PQQ and supporting information.

9.2. 2 electronic copies in universal PDF format of your submission as a **single file** on 2 separate USB compatible memory sticks. Multiple files will not be accessed or reviewed.

9.3. Declarations must be signed by an Authorised Signatory.

9.4. The closing date for the return of the completed questionnaire is 13:00 on **31 August 2015**. No alterations to any of the PQQ documents or wording should be made.

9.5. Submissions received after this time or date will not be opened or registered.

9.6. Submissions shall be sent to:

Ms K Hart
Toynbee Hall
28 Commercial Street
London E1 6LS.
Appendix A - Declarations

On completion of this PQQ, the applicant must read and sign the following declarations. Return both forms with the completed PQQ.
Declaration 1

I certify that the information supplied in the questionnaire is accurate to the best of my knowledge.

I also understand it is a criminal offence, punishable by imprisonment, to give or offer any gift or consideration whatsoever as an inducement or reward to any servant of a public body and that such action will empower Toynbee Hall to exclude the applicant from the selected list of applicants.

I agree that Toynbee Hall may, if it so wishes, make inspections of current or past contracts, the details of which will be provided if so required by Toynbee Hall.

I hereby declare that I am authorised by the under mentioned applicant to supply the information given above and, at the date of signing, the information given is a true and accurate record.

I acknowledge that Toynbee Hall is not bound in any way to enter into any contractual or other arrangement.

Signed:

Name:

Position:

For and on behalf of:

Date:

The declaration must be signed by an authorised signatory, in his/her own name, and for and on behalf of the applicant.
Declaration 2

I [ ] (insert name) of [ ] (insert company) do declare as follows:

1. I am the [ ] (insert title) of [ ] (insert company)

2. I am fully conversant with the business activities of [ ] (insert company) and am authorised to issue a declaration on their behalf;

3. My attention has been drawn to the extract of the provisions of Regulation 57 of the Public Contracts Regulations 2015 (Public Contracts Regulations);

4. I can state with complete certainty and based on my own knowledge and experience that, whilst I have held the position of [ ] (insert title) none of the rejection factors specified in Regulation 57 of the Public Contracts Regulations 2015 apply to [ ] (insert company) nor do I know of any other reason relating to these factors why [ ] (insert company) should not be selected to tender for the Construction Contract with Toynbee Hall;

and I make this declaration conscientiously believing the same to be true.

Signed:

Name:

Position:

For and on behalf of:

Date:

The declaration must be signed by an authorised signatory, in his/her own name, and for and on behalf of the applicant.
Appendix B - Outline Scheme Details
DO NOT SCALE FROM THIS DRAWING

NOTES

5 Maidstone Mews, 72-76 Borough High Street, London SE1 1GN
T +44(0)20 7357 8788 | F +44(0)20 7403 7887
E admin@rgarchitects.com |  www.rgarchitects.com

TOYNBEE HALL - PROPOSED SECTION CC03
1:100@A3,1:50@A1
Toynbee Hall
Vision 2020

Do not scale from this drawing.

Notes:

1. DO NOT SCALE FROM THIS DRAWING. 
2. DRAWING TO BE READ IN CONJUNCTION WITH ALL OTHER ARCHITECT'S AND ENGINEER'S CONTRACT DRAWING & SPECIFICATIONS. ANY DISCREPANCIES MUST BE BROUGHT TO THE ATTENTION OF THE ARCHITECT IMMEDIATELY. 
3. THE CONTRACTOR MUST VERIFY ALL DIMENSIONS BY SITE MEASUREMENT BEFORE ORDERING MATERIALS OR MANUFACTURING COMPONENTS. 
4. SUBSTITUTE MATERIALS & PRODUCTS TO THOSE NAMED WILL BE ACCEPTABLE IF PROVEN TO BE OF EQUAL OR HIGHER PERFORMANCE AND NOT IN CONFLICT WITH OTHER ELEMENTS. 

Richard Griffiths Architects
5 Maidstone Mews, 72-76 Borough High Street, London SE1 1GN
+44(0)20 7357 8788 | +44(0)20 7403 7887
admin@rgarchitects.com | www.rgarchitects.com
Appendix C - Project Organogram
Appendix D - Project Programme
Appendix E – Contract Amendments
SCHEDULE OF AMENDMENTS

to

JCT Standard Building Contract With Quantities 2011

RECITALS

Twelfth Recital

DELETE the Twelfth Recital and INSERT:

"the Contractor has examined the Employer's Requirements and is satisfied:

(a) as to the feasibility and practicability of the Employer's Requirements; and

(b) that the Contractor's Proposals will meet the Employer's Requirements."

ARTICLES

This Contract shall be executed as a deed under seal.

Article 10

INSERT new Article 10 as follows:

"Upon the execution of this Contract, the Contractor shall provide to the Employer without adjustment of the Contract Sum:

(a) a parent company guarantee executed and delivered by the Contractor's ultimate holding company in the form set out in Appendix C of the Bill of Quantities; and

(b) a guarantee bond in the sum equivalent to 10% of the Contract Sum, executed and delivered by the Contractor and a bank or insurance company approved by the Employer substantially in the form set out in Appendix C of the Bill of Quantities."

Article 11

INSERT a new Article 11 as follows:

11.1 The Contractor shall procure that any consultant engaged by it shall, whether before or after completion of the Works, execute as a deed and deliver to the Employer or its successor a deed of warranty in the form set out in Appendix D of the Bill of Quantities with such non-material amendments as the Employer or its successor may reasonably require, at the same time that it executes the appointment, the deed to be in favour of the Employer or its successor.

11.2 The Contractor shall when requested by the Employer or its successor procure that any sub-contractor employed by it in relation to this Contract shall, whether before or after the completion of the Works, execute as a deed in the form set out in Appendix D of the Bill of Quantities a deed of warranty with such non-material amendments as the Employer or
its successor may require and deliver to the Employer, at the same time that it executes the sub-contract, the deed to be in favour of the Employer or its successor.

**Article 12**

INSERT a new Article 12 as follows:

"12.1 It shall be a condition precedent to the obligation of the Employer to pay any sums under this Contract that the Contractor shall have, upon request, delivered to the Employer the executed documents referred to in Articles 10 and 11.

12.2 Without prejudice to Article 12.1, if the Contractor fails to execute any such Deed or Deeds within fourteen days of the Employer's request, the Employer may execute such Deed or Deeds on behalf of the Contractor who irrevocably appoints the Employer as the Contractor's attorney for the purpose of executing any such Deed or Deeds. The Contractor agrees to ratify and confirm any action taken by the Employer by virtue of this power of attorney.

12.3 Where the Contractor has failed to provide any Warranty referred to in Articles 11, within fourteen days of the execution of the relevant appointment or sub-contract, the Employer may, PROVIDED the Employer issues a valid Pay Less Notice in accordance with Clause 4.13, withhold all future payments due to the Contractor under this Contract in respect of that part of the Works to which that Warranty relates until such Warranty has been satisfactorily executed and delivered to the Employer.

**Part 2: Third Party Rights and Collateral Warranties**

DELETE the whole of Part 2.

**CONDITIONS**

**Section 1: Definitions and Interpretation**

Clause

1.1 Definitions

INSERT new definition as follows:

"**Copyright Material**

All drawings, documents, reports, models, plans, specifications, CAD materials, bills of quantity, calculations, work, designs or inventions of any type provided by the Contractor in connection with the Works at any time"

Clause 1.9.1.1 DELETE

Clause 1.10 DELETE "Save as stated in Clause 1.9 no" and replace with "No"
Section 2: Carrying out the Works

Clause 2.2.1  Line 2, prior to "complete" INSERT "carry out and"

Clause 2.12.2  At the beginning of the clause CHANGE "The" to "the" and INSERT before it "Except to the extent that the Architect/Contract Administrator is prevented by the act or default of the Contractor or of any person for whom the Contractor is responsible,".

Clause 2.12.3  DELETE Clause 2.12.3 and INSERT the following:

"2.12.3 Provided always that the Contractor shall advise the Architect/Contract Administrator sufficiently in advance of when the Contractor needs such further drawings, details or instructions to enable the Architect/Contract Administrator to comply with this Clause 2.12."

INSERT a new Clause 2.12.4 as follows:

"2.12.4 Without prejudice to any other provision of the Contract, the Contractor shall be responsible for providing to the Architect/Contract Administrator in good time such information and drawings of every type and description as he has undertaken to provide and/or are reasonably necessary in relation to the work to be carried out by or on behalf of the Contractor to enable the Works to be completed in accordance with the Contract Documents."

Clause 2.13.2  DELETE and INSERT:

"The Contractor accepts entire responsibility for the contents of the Employer's Requirements including the adequacy of any design contained within them."

Clause 2.14.2  DELETE

Clause 2.16  DELETE the heading and the clause and INSERT "Discrepancies":

"Where there is a discrepancy within the Employer's Requirements or the Contractor's Proposals or between the Employer's Requirements and the Contractor's Proposals (including any Variation issued in accordance with Clause 5) the Contractor shall inform the Employer in writing of his proposed amendment to remove the discrepancy (subject always to compliance with the Statutory Requirements) and the Employer shall decide between the discrepant items or otherwise may accept the Contractor's proposed amendment and the Contractor shall be obliged to comply with the decision or acceptance by the Employer without any adjustment of the Contract Sum."

Clause 2.17.2.1 Line 3, after "Requirements" INSERT "and such change would not have been reasonably foreseeable to a competent contractor at the Base Date"
Clause 2.19 DELETE and INSERT the following:

"Where there is a Contractor's Designed Portion:

2.19.1 The Contractor accepts entire responsibility for the design of the Contractor's Designed Portion (including all design work prepared before or after the date hereof) and whether carried out by or on behalf of the Employer or the Contractor, all designs contained in the Employer's Requirements and Contractor's Proposals and for any mistake, inaccuracy, discrepancy or omission contained in the same. Nothing contained in the Contractor's Proposals shall affect in any way the obligations of the Contractor under Clause 2.19.2.

2.19.2 The Contractor warrants and undertakes to the Employer that in respect of the Contractor's Designed Portion:

2.19.2.1 he has exercised and will continue to exercise all the reasonable skill and care and diligence in the design of the Works to be expected of a professionally qualified and competent designer experienced in the design of works similar in scope and character to the Contractor's Designed Portion;

2.19.2.2 the Contractor's Designed Portion will, when completed, comply with any performance specification or requirement included or referred to in the Employer's Requirements and/or the Contractor's Proposals including any Contractor's Designed Portion Variations issued pursuant to Clause 5;

2.19.2.3 the Contractor's Designed Portion has been or will be executed using the best up to date practice in a good and workmanlike manner and using only good quality and sound materials and consistent with the intended use of the Contractor's Designed Portion;

2.19.2.4 the Contractor's Designed Portion will, when completed, comply with all appropriate requirements of any local or public authority and any relevant Statutory Requirements.

2.19.3 The Contractor warrants that any products, substances or materials or any combination of them which at the time of specification:

(i) do not confirm with British Standards or Codes of Practice or the recommendations of the Building Research Establishment or "Good Practice in the Selection of Construction Materials" (2011: British Council for Offices); and
(ii) are generally known to the building profession to be deleterious to health and safety, the performance or durability of buildings or structures or damaging to the environment in the particular circumstances in which they are specified to be used or are used;

shall not be used or specified for use or permitted to be used by or on behalf of the Contractor in relation to the Contractor's Designed Portion or any part or parts thereof."

Clause 2.20.1 Line 1, INSERT "Employer's Requirements," before "Contractor's Proposals"

Clause 2.28.1 After the words "fair and reasonable" at the end of the clause INSERT the following:

"Provided that the Contractor shall not be entitled to an extension of time to the extent that any delay in the progress of the Works is caused or contributed to by any negligence, breach of statutory duty, omission or default of the Contractor upon or in connection with the Works."

Clause 2.41 DELETE clause and INSERT:

"The copyright in the Copyright Material shall remain vested in the Contractor.

2.41.1 The Employer and any person authorised by it is granted an irrevocable royalty free licence to use and reproduce the Copyright Material for all purposes relating to the Works including (without limitation) the completion, construction, reconstruction, modification, extension repair, use, letting, sale and advertisement of the Works but the Contractor shall not be liable for any use of the Copyright Material for any purpose other than that for which it was originally prepared by the Contractor.

2.41.2 The licence granted by Clause 2.41.1 includes the right to grant sub-licences and that licence and any sub-licences granted shall be transferable to third parties without restriction. The Contractor shall allow the Employer and anyone authorised by it access to the Copyright Material at any time upon request.

2.41.3 All royalties or other sums payable in respect of the supply and use of any patented articles, processes or inventions required in connection with the performance of its services under this Contract shall be paid by the Contractor who shall indemnify the Employer against all claims, proceedings, damages, costs and expenses suffered or incurred by it because of the Contractor infringing or being held to infringe any intellectual property rights in the performance of its duties under this Contract."
2.41.4 The Contractor waives any rights it may have under Chapter IV (Moral Rights) and Part 1 of the Copyright Designs and Patents Act 1988 in relation to the Works or the Copyright Material."

Clause 2.42 INSERT a new clause as follows:

"Confidentiality

2.42.1 The Contractor must at all times keep confidential, and not directly or indirectly make or allow any disclosure of, or use of, any provision of this Contract or any information relating to any provision or subject matter of the Works, or any information directly or indirectly obtained from another party under or in connection with the Works, except to the extent:

(a) required by law;

(b) that the parties to this Contract otherwise agree in writing;

(c) necessary to carry out its duties in relation to the Contract, or in order to make full frank and proper disclosure to its insurers or intended insurers, or to obtain legal or accounting advice.

2.42.2 The Contractor shall not, without the prior written approval of the Employer, take or authorise to be taken any photographs of the Works, or publish alone or in conjunction with any other person, any articles, photographs or other illustrations relating to the Works."

Clause 2.43 INSERT a new clause as follows:

"The Contractor shall at all times have regard to the Employer's obligations under any contract which the Employer has entered or enters into in relation to the Works provided that a copy of any such contract or contracts or of the relevant part or parts, shall have been supplied or made available to the Contractor. The Contractor shall not, by reason of any act, omission or default, constitute, cause or contribute to any breach by the Employer of any of the Employer's obligations under such contract or contracts."

Clause 2.44 INSERT a new clause as follows:

"The Contractor shall at all times use all reasonable and practical endeavours to prevent any nuisance (including, but without limitation, any noisy working operations) or other interference with the rights of any adjoining land-owner, tenant or occupier or any statutory undertaker arising out of the carrying out of the Works and shall assist the Employer in defending any action or proceedings which may be instituted in relation thereto. The Contractor shall be responsible for and shall indemnify the Employer from and against any and all expenses, liabilities, losses, claims
and proceedings whatsoever resulting from any failure or default by the Contractor in this regard."

Clause 2.45 INSERT a new clause as follows:

"The Contractor shall, at no cost to the Employer, obtain all necessary consents and licences for the carrying out of the Works, including any consents and licences which may be required from any adjoining owners, tenants or occupiers. Without prejudice to the generality of the foregoing, the Contractor shall carry out all negotiations with adjoining owners, tenants or occupiers and obtain any consents or licences which may be required for the oversailing of crane jibs and shall thereafter comply in all respects with the terms thereof and any conditions contained therein."

Section 3: Control of the Works

Clause 3.8 DELETE Clause 3.8 and INSERT the following:

"3.8.1 Where the Contract Bills provide for any work to be carried out by a person named in the Contract Bills, the Contractor shall appoint such person as his sub-contractor.

3.8.2 Where the Contract Bills provide for any work to be carried out by a person who shall be selected from a list compiled by the Architect/Contract Administrator in conjunction with and agreed by the Contractor (which agreement shall not be unreasonably withheld or delayed), the Contractor shall, with the prior written consent of the Architect/Contract Administrator as described in Clause 3.7.1, select therefrom in accordance with the procedures set out in the Contract Bills. A person selected by the Contractor pursuant to this Clause 3.8.2 shall be a domestic sub-contractor.

3.8.3 If the Contractor is unable to enter into a sub-contract with any person named or selected in accordance with Clauses 3.8.1 and 3.8.2 the Contractor shall, with the prior written consent of the Architect/Contract Administrator as described in Clause 3.7.1, select a replacement to carry out and complete the relevant work. Such replacement shall be selected and appointed at the Contractor's expense and there shall be no addition to the Contract Sum unless the Contractor can demonstrate that such failure to enter into a sub-contract with any person named or selected as aforesaid was for a reason or reasons beyond his control.

3.8.4 If the employment of a sub-contractor, whether appointed in accordance with Clause 3.8.1 or 3.8.2 or otherwise, is terminated prior to the completion of the works to be carried out by him the Contractor shall at no cost to the Employer select, with the prior written consent of the Architect as described in Clause 3.7.1, a replacement sub-contractor to carry out and complete the
aforesaid unfinished works to the standard and quality required by this Contract."

Clause 3.9.2.7 INSERT a new Clause 3.9.2.7 as follows:

"3.9.2.7 that the sub-contractor shall provide such deeds of warranty as required by Article 11"

Clause 3.9.3 INSERT a new a Clause 3.9.3 as follows:

"3.9.3 the sub-contract to which Clause 3.8 applies shall further:

1 be in an appropriate form together with such requirements as are necessary to render it consistent with the Contract Documents;

2 be executed as a deed;

3 require the sub-contractor to provide through the Contractor to the Architect/Contract Administrator at the proper time consistent with the master programme such information and drawings of every type and description as he has undertaken to provide and as are reasonably necessary and in sufficient detail to explain and amplify the Contract Drawings (and the Contractor's Proposals where applicable) to enable the Works to be completed in accordance with these Conditions;

4 require the sub-contractor to comply with all programme requirements which are relevant for the timely execution of the Works to be carried out under the sub-contract."

Section 4: Payment

Clause 4.12.1 Line 1, DELETE "14 days" and INSERT "28 days"

Clause 4.12.5 Line 2, DELETE "5 days" and INSERT "1 day"

Clause 4.14.1 Line 4, DELETE "7 days" and INSERT "14 days"

Clause 4.18 DELETE and insert a new clause 4.18 as follows:

4.18 The Retention which the Employer may deduct and retain as referred to in clause 4.9.2.1 shall be subject to the following rules:

.1 the Employer shall have the full and unencumbered beneficial interest in the Retention. Neither the Contractor nor any sub-consultant, sub-contractor and/or supplier shall have any proprietary right or other interest (whether at law or in equity) in or over the Retention except as unsecured creditor and the
Employer shall owe no fiduciary obligation to the Contractor in relation to the Retention;

the Employer shall have no obligation to segregate the Retention or any part thereof in a separate banking account, or in any other manner whatsoever. The Employer shall be entitled to the full beneficial interest in any interest accruing on the Retention and shall be under no duty to account for any such interest to the Contractor."

Clause 4.21 DELETE and INSERT "Number Not Used"
Clause 4.22 DELETE and INSERT "Number Not Used"
Loss and Expense
Clause 4.23.4 INSERT a new Clause 4.23.4 as follows:
"for the avoidance of doubt it is agreed that the Contractor shall not be entitled to reimbursement for loss and/or expense to the extent that the matters in Clause 4.24 which are identified as giving rise to the application under Clause 4.23 have been caused or contributed to by any negligence, default or breach of contract on the part of the Contractor, or of any sub-contractor or supplier, or of their servants or agents.

Clause 4.26 DELETE and INSERT:
"Reimbursement of the Contractor for loss and/or expense under Clauses 4.14, 4.23 and 4.24 as and when agreed between the Parties or finally determined shall be deemed to be full compensation for the Contractor in respect of the matter for which the compensation is paid and the Employer shall have no further liability to the Contractor in respect of such matters arising under the Contract or generally at law."

Section 6: Injury, Damage and Insurance

Clause 6.1 After "Works" in line 3 INSERT "or of any obligation pursuant to Clause 2.38"
Clause 6.2 After "Works" in line 4 INSERT "or of any obligation pursuant to Clause 2.38".

Insurance of the Works

Clause 6.12 DELETE clause and INSERT:
"6.12.1 Where there is a Contractor's Designed Portion, the Contractor shall maintain professional indemnity insurance in an amount of not less than stated in the Contract Particulars from the date of this
Contract until 12 years following the practical completion of the Works (the "Insurance") subject to it being generally available in the market at commercially reasonable rates.

6.12.2 Any increased or additional premium required by any insurer by reason of the Contractor's own claims record or other acts or omissions or any other matters or things particular to the Contractor shall be deemed to be within commercially reasonable rates under Clause 6.12.1.

6.12.3 As and when reasonably requested to do so by the Employer the Contractor shall produce for inspection adequate documentary evidence that the Insurance is being maintained and that the current premium has been paid.

6.12.4 The Contractor shall fully comply with all requirements of, or which relate to, the Insurance.

6.12.5 The Contractor shall forthwith notify the Employer in writing if such Insurance ceases to be available at commercially reasonable rates and shall use its best endeavours to procure alternative insurance upon such terms and with such limit of indemnity as may reasonably be available to the Contractor.

6.12.6 The Contractor shall hold any money received from its insurer in respect of a claim by the Employer on trust for the Employer pending the settlement or final determination of such claim."

Section 7: Assignment, Third Party Rights and Collateral Warranties

Clause 7.1 DELETE and INSERT:

"The Employer shall be entitled to assign this Contract without the consent of the Contractor. The Contractor shall not be entitled to assign this Contract."

Clauses 7.2 to 7.5 and 7A to 7E DELETE these clauses

Section 8: Termination

Clause 8.4.2 DELETE "14 days" in lines 1 and 2 and SUBSTITUTE "7 days". INSERT the words "to forthwith" before "terminate" in line 3.

Clause 8.4.3 INSERT the words "to forthwith" before "terminate" in line 4.

Clause 8.8.1 DELETE "6 months" and INSERT "3 months" in lines 1, 4 and 6.

Section 9: Settlement of Disputes

Clauses 9.3 to 9.8 DELETE these clauses.