



**Greater Glasgow Health Board
Acute Services Strategy – Phase II**

NEW SOUTH GLASGOW HOSPITALS PROJECT

**AGREEMENT FOR THE APPOINTMENT
OF
TECHNICAL ADVISERS**

May 2007

OJEU Ref :2007/S 97-119682.

[Greater Glasgow Health Board \(known as NHS Greater Glasgow and Clyde\)](#)

Contents

| | | |
|-----|---|---------|
| 1.0 | Introduction | Page 1 |
| 2.0 | Scheme particulars | Page 7 |
| 3.0 | Conditions of appointment | Page 13 |
| 4.0 | Provision of fees and expenses | Page 20 |
| 5.0 | Definitions | Page 25 |
| 6.0 | Memorandum of Agreement and Fee Proposal | Page 31 |
| | Schedule 1 of the Memorandum of Agreement | Page 49 |
| | Summary of Consultants Duties | Page 50 |
| | Signatures of Parties to the Agreement | Page 58 |
| | Appendix A – Project Management/Reporting Structure | Page 59 |
| | Appendix B - Certificate of Bona Fide Tender | Page 60 |
| | Appendix C - Offer Qualification Form | Page 61 |
| | Appendix D - Health & Safety questionnaire | Page 62 |
| | Appendix E – Site plans as existing for SGH | Page 63 |
| | Appendix F – Address Label for Completed Tender s | Page 75 |

1.0 INTRODUCTION

NHS Greater Glasgow & Clyde (the Board) require the services of a technical advisory team to co-ordinate and manage the PFI/PPP procurement process for the re-development of the Southern General Hospital campus to provide a single in-patient site for South Glasgow. The team will initially assist with the development of the ITPD documentation followed by successive stages of procurement, IT PD, Competitive Dialogue, Preferred Bidder, Financial Close, Construction Phase and Post Construction Evaluation. This will also include the completion of the Full Business Case prior to Financial Close.

The Board have established a Project Management Team to manage the delivery of this project that will involve creating a new build Adult Acute Hospital, Children's Hospital and Laboratory facility within the campus, linked to the more modern buildings within the site. A number of buildings will be retained as part of the redeveloped campus.

The Board will appoint a single technical advisory team to support this project.

The Board wishes to invite composite bids (design consortia) to provide the following specialist technical advice to take the project from completion of Stage 1 (OBC/PSC design) through to a fully commissioned and operational building based on the stages and tasks listed later in this document.

- Project Management
- Architectural Design
- Healthcare Planning
- Civil and Structural Engineering
- Building Services Engineering & IT Infrastructure
- Cost Consultant / Quantity Surveying / Lifecycle costing
- Risk and Value Management
- Facilities Management Advice (soft and hard FM)
- Construction Management Advice
- CDM Service & Advice (Provisional / prelim stages)

The purpose of this specification is to obtain concise responses from parties who satisfy the criteria set out in the OJEU contract notice and this document.

The cost of preparation of your proposal, and associated documentation is entirely at the discretion of the bidder and bid costs will not be reimbursed.

1.1 Strategic Context & Direction Description of the Organisation – NHS GG&C

NHS Greater Glasgow and Clyde (NHS GG&C) was formed in April 2006 and is Scotland's newest and largest Health Authority. The Board has 44,000 staff serving a total population of 1.2million people, with a total budget of £2.2 billion. The new Health Board joins the urban centres of the former Argyll & Clyde with the former Greater Glasgow, to create NHS Greater Glasgow and Clyde. The organisation provides a comprehensive range of services from community based care (midwives, dental services and various outreach services) to the full range of general hospital services. In addition the organisation hosts some of the most specialised health services in the country, including: cardiothoracic services, the Beatson Oncology Centre, the new West of Scotland Cancer Care Centre, the Institute of Neurological Sciences, transplant services, world-class paediatricians and obstetricians and cardiothoracic services.

There is also an active and dynamic teaching, research and development environment with contributions being made at National, UK and international levels.

1.2 The Acute Services Strategy

a) Acute Adult Services

Over the last 10 years the Health Board has been developing an acute services strategy to modernise the acute adult health service in Glasgow. The proposals were agreed by the Health Minister, Malcolm Chisholm, in 2002. In brief the strategy is to reduce the number of adult inpatient sites from the current 5 hospital sites to three, two with A&E and trauma facilities and the third providing acute receiving. The A&E and trauma services will be located at the Glasgow Royal Infirmary and the Southern General sites and the acute receiving facility at Gartnavel General. This will involve building a new inpatient hospital on the Southern General site and refurbishment/smaller builds at the Glasgow Royal and Gartnavel General sites.

The Acute Strategy is composed of four distinct phases. New build Ambulatory Care Hospitals are currently in construction at the Victoria Infirmary and Stobhill sites, these are the first stage in Glasgow's Acute Strategy and due for completion in 2009. When commissioned, the outpatient and day case services will transfer from the current Stobhill and Victoria Infirmary hospitals into the new Ambulatory Care hospitals. This will effectively leave two Victorian Hospitals operating below capacity with inpatient services only.

The New South Glasgow Hospital scheme forms the second phase of the acute strategy. This will allow the inpatient services in the Victoria Infirmary to transfer into a new build hospital on the Southern General site thus vacating the Victoria Infirmary site. The new build will also allow inpatient services currently housed in dilapidated buildings on the Southern General site to be relocated into a modern facility. Finally there will be a proportion of the Accident and Emergency and associated beds at the Western Infirmary services transferring into the Southern General new build.

Phase 3 and 4 of the Acute Services Strategy involve smaller builds/refurbishment at the Glasgow Royal Infirmary and Gartnavel General allowing the Stobhill and Western Infirmary inpatient facilities to close.

b) Children's Services

Hospital services for children in Glasgow are provided by the Royal Children for Sick Children which is sited at Yorkhill and co-located to the Queen Mother's (Maternity) Hospital. The Queen Mother's Hospital is one of three maternity hospitals in Glasgow, the others being located at the Southern General and Glasgow Royal sites. Following a fall in birth rate and difficulties in the sustainability of staffing complement and rotas the Health Board is reducing the number of maternity hospitals to two. The recognised gold standard of care is to achieve triple co-location of children services, maternity and adult acute services. Following a review of options around the future location of the children's services the Minister for Health agreed in 2006 to proposals to re-locate the children's hospital at the Southern General site.

c) Laboratory Services

At present there are laboratory services on each acute site. As part of the Acute Strategy Review a review of laboratory services across Glasgow was undertaken to explore how the service might best support the future reconfigured clinical services. The preferred option is to centralise laboratory services onto two main sites these being the Southern General site and the Glasgow Royal site, the remaining sites would have a laboratory presence for essential services and rapid results only. The new labs build on the Southern site will be under construction at the same time as the new adult and children's build within the same area of land and will be linked by an underground route to the hospitals.

It is proposed to drive the new hospitals and laboratory builds forward as a single package to test through the PFI procurement route.

1.3 Project Management Structure

The Board has established a project organisation structure to oversee the implementation of the Acute Services Strategy, including this project. (Appendix A). The Acute Services Programme Board will be responsible for the implementation of the Strategy. The Programme Board consists of the Chief Executive, Divisional Managers, Finance Director, Executive Medical and Nursing Directors, Partnership Representation and a Senior Civil Servant.

A Project Director has been appointed who has Executive responsibility for the Implementation Plan. The SGH Project Executive Group has been established to ensure that all the governance and project milestones are achieved.

The Project Team includes a range of staff from clinical, operational, planning, facilities, finance and estates areas. The Project Team is led by the Project Director and is supported by legal, financial and technical advisors.

The Project Team is also supported by local site based Clinical Reference Groups who will influence service redesign for the new hospital and NHSGG.

The project will be subject to regular review as part of the Government's Gateway process with key milestone reviews at 4 or 5 stages throughout the projects lifecycle prior to coming into operation. In parallel with these, the project will also undergo 3 key stage reviews by an external auditing body. The team will be expected to fully participate in these reviews

1.4 Scope of Appointment

The initial project to complete stages 1 to 6 was for an adult acute hospital only. The project changed to include a new children's hospital and Stage 1 has now been completed for both. It is now the Board's intention to further include the provision of a new laboratory facility which has been completed to Stage 1.

This material change from the original project means that the Board now requires a TA team to complete stages 2-6 for all these facilities.

Stage 1 – Completed.

Stage 2a – Preparation of MOI, OJEU, PQQ and ITPD documentation.

Stage 2b – Issue of ITPD to issue of Invitation to Submit Final Bid (ITFB). 3-2 bidders.

Stage 3 – Competitive Dialogue Process to Preferred Bidder. 2-1 bidders.

Stage 4 – Preferred Bidder to Financial Close and Contract Award.

Stage 5 – Implementation, Construction and Design Development..

Stage 6 - Post Project Evaluation and Defects.

The Board will expect the appointed Technical Adviser team to work with the established project network, including all appointed advisers; all project related documentation, designs and specification, budgets and programmes developed to date as part of Stage 1, subject to any changes agreed with the Project Director or their nominee.

1.5 Tendering Procedure

It is the Board's intention to appoint a single technical advisory team, with the team's Project Manager taking the lead and managing role. All fee, PII arrangements will be channelled through this lead company. It will be the TA Project Manager's responsibility to prepare a comprehensive team response to this enquiry document, including costs for each discipline member of the team by stage, as well as a schedule of hourly rates for all participants. The bid should therefore reflect a full team submission by work stage and by discipline. The team must also include as part of their submission in Section 6.7 a narrative of the tasks and activities which they understand necessary to undertake and successfully complete this commission by work stage. (Note: the completion of Section 6.7 will be a part of the evaluation process).

These documents are issued as a composite set to the Project Manager of each team expressing an interest to the OJEU contract notice. It is the Project Managers responsibility to divide up and distribute the relevant information to each member of the team, to enable a comprehensive response to be made.

Each team response and fee offer should be formatted into a single co-ordinated document and submitted in triplicate (hard copy) with 3 electronic copies (CD Rom), to the return address in Section 1.7 and by the date and time noted in the OJEU contract notice.

The following information should be included as part of your bid:

- Company details, both legal (status) and financial for last 3 years. To include T/O, company accounts and fee income on healthcare projects.
- Details of previous experience of delivery of technical advisers role on projects of this type and value.
- Experience on major healthcare projects in last 3-5 years, of value circa £200m+ GBP, with special focus to PFI/PPP and large complex acute hospital re-developments.
- PII certificate for full team. Note individual cover in amount of £5m. GBP minimum.
- Clear diagram of team structure, and CV's for each team member who will deliver the services to the Board, including membership of professional organisations and relevant project experience. Especial reference will be made to the experience of the lead Project Manager and their experience and successful delivery of large scale healthcare projects.
- Schedules of Lump Sum Fee Offer – for all disciplines by work stage (Section 6.0).
- Schedule of Hourly Rates
- Certificate of Bona Fide Tender – signed by Partner/Director's for the Project Manager.
- Detailed methodology and understanding of tasks and actions, which are anticipated throughout the period of each work stage based on the schedules included in Section 6. Note these schedules are included as a guide and you may wish to expand on, or include additional tasks within your fee proposal if you consider necessary or indeed beneficial to the project. Please highlight any value added services that your team consider necessary and are included in your proposal.
- Three references from previous clients (last 34 years), the Board reserve the right to contact these individuals.
- Detailed comment on enclosed project timetable, with elaboration on tasks/timescale.
- Completed Health & Safety questionnaire by Lead Consultant on behalf of team.
- Teamwork – team experience on similar commissions.

Fee offers received after the date and time specified in the covering letter will be rejected, in absence of any exceptional circumstances.

Bidders maybe treated as ineligible and maybe excluded from the evaluation of tenders on the grounds listed in Regulation 23, the Public Contracts(Scotland) Regulations 2006.

Questions relative to this document should be referred to;

Peter Moir
Major Projects / PPP Manager, Capital Planning & Procurement
Project Offices
1 Jubilee Court, Hillington
Glasgow, G52 4LB
0141 892 6723

peter.moir@northglasgow.scot.nhs.uk

If unavailable please contact Carol Craig at same address, tel. no. 0141 892 6715.

1.6 Evaluation of Tender

Respondents must complete all the lump sum and time charge fee schedules in Section 6.0 and return it with the Statement of Bona Fide Tender and the offer qualification form.

In overall terms, submissions will be evaluated on the following criteria:

The numbers in brackets for criteria provides a guide range to the weighting, the total will be 100.

- The teams fee proposals both lump sum and time charge rates. (55-65%)
- Team experience, skills and availability of 'core team'. Names and CV's of personnel who will work full term on the project. (8-10%)
- A track record of achievement on similar large healthcare developments, with emphasis on complex site redevelopments and design quality. (8-10%)
- Methodology - A detailed understanding of the scheme objectives and requirements by stage. (10-12%)
- A demonstrable understanding of the mechanism and delivery healthcare PFI projects in NHSiS and of the Competitive Dialogue process. (4-6%)
- Statement of current and projected workload for next 12 months. (2-4%)
- Standards of Quality Assurance and PII cover. (2-4%)
- Financial and legal standing of firm(s). (2-4%)

Respondents are invited to comment on Schedule 1 'Memorandum of Agreement – 6.12' with a view to identifying any additional elements of value added advice / support you are able to provide. The cost of any such advice should be clearly identifiable and included with your formal fee offer by stage in Section 6.7.

Respondents must also identify any elements of the 'Scope of Advice Required' that they are unable to provide in full, and detail any sub-contracting proposals, clearly stating business relationship for this commission. These items should be highlighted on the tender qualification form provided.

The Board may wish to interview up to 4 teams and respondents attending for interview will be invited to give a short presentation during their interview. The presentation should focus on your past experience, the individuals involved, approach, methodology and benefits your company and/or team will bring to the procurement of this project and your teams understanding of PFI/PPP procurement process. Prior to your interview the Board will require invited teams to review documents prepared during Stage 1 of the process and provide detailed comment and views during the interview. These documents include schedules of accommodation; PSC design; capex costs and associated campus and town planning documentation.

The Board are not obliged to accept the lowest tender. The technical advisers commission will be awarded on the basis of the most economically advantageous offer, taking account of price, technical merit, quality and overall value for money.

1.7 Tender Return

Your completed tender package with all related supporting information should be delivered by 3rd July 2007 at 12noon to;

Mr John Hamilton
Head of Board Administration
NHS Greater Glasgow & Clyde
Dalian House
350 St Vincent Street
Glasgow G3 8YZ.

All documents must be sealed in envelopes provided using labels supplied. No package should bear on the outside the name or mark by which a team can be identified.

2.0 Scheme Particulars

Scope of appointment / scheme

2.1 Location:

Southern General Hospital,
1345 Govan Rd.
Glasgow G51 4TF

Site plans as existing for Southern General Hospital are included in Appendix E.

2.2 General description:

The services are required to assist the Board to negotiate and agree a PFI/PPP contract with a 30 year operating period post build completion, for an in-patient hospital.

Key elements of the project are (for information):

- Development of an integrated adult acute and children's hospital providing the full range of acute health services.
- Development of a laboratory facility including Biochemistry, Haematology, Pathology (including hospital and city morgue), Microbiology, Virology, etc.
- Provision of non-clinical services such as Hard FM services to the new facilities by Project Co.
- Provision of variant proposals to deliver Soft FM services to new facilities.
- Provision of variant bid for Hard and Soft FM services for remaining facilities on the Southern General Hospital site.
- The supply and installation of Group 1 equipment and location and/or fitting of Group 2 equipment supplied by the Board or Project Co.
- Information Management and Technology (IM&T) – Out with this project, the Board is procuring software and end-use hardware as part of a separate IM&T project.
- Project Co shall include for the provision, maintenance and life-cycle replacement of a complete structured cabling infrastructure. Project Co will also include for the provision, maintenance and life cycle of telephone handsets and payphones.

The Board requires the provision of integrated facilities that are readily adaptable to changing clinical practice and makes the best use of new technologies. The functional content of the project is envisaged to include the following new build accommodation, note there will be some flexibility around the content noted below as the scope of the scheme is further developed;

- The New South Glasgow Hospital - Adult Acute
1109 inpatient beds and 20 medical day unit beds planned within the New South build.

In Patient Accommodation

435 surgical beds (gen. Surgery, orthopaedics, urology, vascular, ENT, renal)

571 medical beds.

ITU/HDU/CCU – 77 beds total.

Acute Stroke – 26 beds

Out Patient Accommodation

Full range of General outpatient clinics including, among others, diabetic unit, Chest/GI, haematology, urology etc.

Day Services

20 medical day bed area

30 stationed dialysis unit

Treatment & Diagnostic Services

Accident & Emergency, 20 operating theatres, imaging, Endoscopy and rehabilitation.

Clinical Support Services

Pharmacy dispensary, medical physics, medical illustration. (laboratory services linked to hospital by underground route and pneumatic tube system, aseptic unit within the children's hospital.)

Non Clinical Support Services

Main entrance, medical records, administration, chaplaincy, social work, staff changing, switchboard, estates, facilities, catering, portering, domestic, management and energy centre.

- New Children's Hospital – Acute

There are circa 250 beds planned within the new build. About 20% of the beds will be for day patients and the rest inpatients. The hospital will provide DGH services, tertiary and some national services.

Outpatient Accommodation

Full range of Children's outpatient clinics including audiology, general paediatrics, orthopaedics, ENT etc

Day services

Circa 10 medical day beds
4 dialysis stations
circa 25 day surgery beds

Treatment & Diagnostic

Accident and Emergency, minor injuries, Imaging, 7 theatres, rehabilitation

Clinical Support Services

Aseptic unit, pharmacy, medical physics, medical illustration

Non Clinical Support Services

Facilities, ancillary services, administration, spiritual services, medical records, staff change, staff dining.

- New Laboratory Building

This build will be one of two major Laboratory centres in Glasgow.

The services planned to be delivered from the South labs build are as follows: Haematology, biochemistry, microbiology and virology, pathology (including mortuary and body store), immunology and tissue typing and genetics.

As a guide to the extent of the build proposals, the current gross internal floor area for the new build proposals are noted below; these figures include allowances for departmental circulation and include communications.

Approximate GIFA - square metres.

| | |
|----------------------|----------------|
| Adult Acute Hospital | 100,624 |
| Children's Hospital | 33,007 |
| Labs Facility | 17,000 |
| Total | 150,631 |

The redevelopment of the campus and clinical services at the Southern General Hospital will most likely be undertaken through a multi phase programme of refurbishment, decant, demolition and new build over a works period of at least 4 years. The Board are currently initiating a programme of enabling work over the next 2 years to establish a clear site for the new hospital development. These works involve the relocation of hospital services, diversion of main hospital M&E services, demolition of redundant buildings and general site clearance and preparation works. These enabling works will be funded by Board capital.

2.3 Estimated cost

The current estimated capital cost of the new facilities as of May 2007 is £650-725 million this cost includes equipment, VAT, fees and contingencies. Teams should take account of these figures for fee tendering purposes.

2.4 Target dates

| Stage | Start | Finish | Remarks |
|--|---------------|---------------------|--|
| Stage 1 – Complete PSC Design 1:200 & OBC | | June/July 2007 | Not part of this commission. |
| OBC Board presentations | June 2007 | June 2007 | |
| OBC Submission to CIG | July 2007 | July 2007 | Post approval by Board. |
| Technical Adviser team re-tender | May 2007 | August 2007 | Open procedure. |
| Outline Planning Submission | April 2007 | October 2007 | OPA submitted and validated 12.04.2007. |
| Stage 2A - OJEU Notice | | Oct / November 2007 | Only proceeds post securing outline planning consent. |
| Stage 2A – Preparation of PPQ / MOI & ITPD documentation. | July 2007 | Mid December 2007 | PQQ / MOI for Nov 07, ITPD for January 2008. |
| Stage 2B – Issue ITPD to Issue of ITFB + evaluation & shortlist. | February 2007 | End September 2008 | 3-2 consortia. Competitive Dialogue process. |
| Stage 3 – Final Bid to Pref. Bidder | October 2008 | End March 2009 | 2-1 consortia |
| Stage 4 – Preferred Bidder to Financial Close & Contract Award | April 2009 | August 2009 | |
| Stage 5 - Phased Construction | August 2009 | December 2013 | Phase 1 - New Children's Hospital and New Laboratory Block completes March 2012; new Adult Acute Hospital completes December 2013. |
| Stage 5 - Commissioning - NCH | April 2012 | July 2012. | Children's Hospital |
| Stage 5 – Commissioning - NSGH | January 2014 | April 2014. | Adult Acute Hospital |
| Stage 6 – PPE & Defects | | Spring 2015 | |

Within the limits of the information available in this document, and as part of your tender submission, the Board would like you to comment on the above programme. Prospective teams should take this into account when preparing their responses.

2.5 Programme Sponsor

Ms Helen Byrne
Director of Acute Services Strategy, Implementation and Planning
NHS Greater Glasgow & Clyde
Acute Services Strategy Implementation and Planning Directorate
Dalian House
350 St Vincent Street
Glasgow, G3 8YZ

2.6 Project Director

Mr Alan Seabourne
Project Director - New South Glasgow Hospitals Project
Project Offices
1 Jubilee Court, Hillington
Glasgow, G52 4LB
0141 892 6700

2.7 Technical Advisory Team

It is the Board's intention to appoint the following technical consultants as part of the Technical Advisory team. The team will be lead by the Project Manager; a single appointment will be made with this company for the whole team. Billing on behalf of the whole team will undertaken by the Project Manager, in short fee notes will be from single source and not individual team members.

- Project Manager
- Healthcare Planner
- Architect
- Cost Consultant / Quantity Surveyor / Construction Management / Lifecycle costs
- Building Services Engineer
- Risk and Value Management
- Construction management advice.
- Civil & Structural Engineer
- Facilities Management (soft & hard FM) advice.
- CDM Planning Supervisor (Provisional / prelim stages).

2.8 Other Advisers (these appointments have been made and do not form part of this commission).

Legal – Bevan Brittan LLP & Shepherd & Wedderburn LLP
Financial – Ernst & Young LLP
Town Planning Consultant – Keppie Design
Environmental Consultant – Ironside Farrar
Transportation Consultant – JMP Consultants Ltd

2.9 Details of documentation

The client requires three paper copies of reports, budgets, programmes, drawings, maps, E-D graphics, photographs and other documents or reports produced by the consultant (for payment see clause 3.11). In addition, all the above must be provided in electronic format as noted below;

| | |
|------------|----------------------------------|
| Text | MS Word, MS Excel, MS Access. |
| Programmes | MS Project. |
| Drawings | Autocad 2002 or current version. |

Working documents will require to be in base software programme format e.g. not Acrobat. Consultants may use acrobat for working use and for email while providing final versions of documents, drawings etc., in base software as noted above.

2.10 Client's procedures / requirements

- NHS GG&C ITPD Documentation as prepared by others, including all associated drawings, specifications and costs.
- Scottish Capital Investment Manual (SCIM).
- SEHD – Procode V 2.0
- Treasury Task Force – PFI Guidance
- Health Facilities Scotland – SHPN and/or NHS HBN and HTM's.
- NHS Estates and others guidance documents for OBC, IT PD / ITFD, AEDET & NEAT
- Government Gateway and PUK key stage reviews will be undertaken.
- Dept. of Health published guidance on PFI/PPP.
- SEHD Guidance on PFI/PPP
- OGC Guidance on Competitive Dialogue and general project delivery.
- FBC

2.11 Meetings

The consultant(s) will be required by the Board to attend regular progress and associated briefing meetings at each stage of the project which are typical for this form of procurement and consultancy service, i.e. quarterly review meetings with Board Members. These meetings will generally be held within one of the Board's project offices within the Glasgow conurbation, costs for attendance at all meetings should be included within your capped lump sum fee proposal.

During key stages of the procurement process such as the evaluation stages of the competitive dialogue process the Board requires some or all of the TA team to be based in the ASR Project Offices to ensure good continuity and communication is maintained at critical times of the programme.

The consultant will require to be suitably represented at all meetings throughout the duration of the project. Regular meetings will be held throughout the commission, some of the key meetings will be;

- Open days and presentations during bidder selection stage.
- Regular meetings during ITPD stage and competitive dialogue process to suit number of bidders (3).
- Regular meetings during ITFB stage and competitive dialogue process to suit number of bidders (2).
- Regular meetings during preferred bidder stage, and evaluation process to include, weekly bidder meetings up to financial close.

- Weekly in house bid team meeting up to financial close.
- Provide technical input, review and comment and take active involvement in the room layout review and approval process both before and after financial close.
- Monthly Project Board meetings for duration of commission, including regular reporting and progress.
- Monthly project progress/reporting meetings during construction & commissioning phase and one site meeting.
- Bi-weekly for 3 months then weekly commissioning team meetings for 6 months prior to completion.
- User consultation/design development meetings, at least weekly during this phase.

The meetings listed above are for guidance only and the team should make their own judgement on the type and frequency of meetings to deliver their commission including attendance. This should be confirmed as part of your submission.

Meetings with Planners, Roads Department, Local Authority Flood prevention, SEPA, Scottish Water and Fire Brigade as well as NHS Fire Officer, Health Protection Agency. With the exception of meetings with the Planning Authority, meetings with these individuals should be infrequent.

The team may also be called up to support the Board and Project Team at public presentations out with normal working hours, this should be an infrequent occurrence.

Meetings with the Hospital Manager and Operational Estates staff to confirm operational issues and co-ordinate with site infrastructure.

Presentations to a number of internal stakeholders i.e. Board Members, Clinical Groups, etc.

2.12 Continuity with other projects and site operations

The team will be responsible for ensuring the maintenance and safe operation of the hospital site in respect of the various projects they are managing, as well as full co-ordination with any associated works contracts. The team will be responsible for planning and programming of any associated works to maintain access to all areas. All works programmes must be fully consulted with the Project Director or their nominee and approved by same.

2.13 Post Project Evaluation (PPE)

The team will actively assist the Board to develop and undertake the PPE process throughout the life of the project, and assist in the preparation and completion of this documentation no later than 9 months post occupation of the new facilities.

3.0 Conditions of Appointment

This part describes the conditions, which normally apply to a consultant's appointment. If different or additional conditions apply, they are set out in the memorandum of agreement.

Generally

Note, while reference is made to the 'consultant' throughout this section, this refers to the Project Manager and the technical advisory team as a whole.

3.1 Duration of commission

The appointment of the consultant will commence from the date of notification from the Board and the commission, unless suspended or terminated, shall be deemed to be completed on the conclusion of the duties by stage, as set out in Schedule 1 of the Memorandum of Agreement. Note this will be a staged appointment, the Board reserve the right to terminate the commission at the end of each stage from 2A - 5.

Objectives and obligations of the consultant

3.2 Scope of duties

The duties to be performed by the consultant are those recorded in Section 6.0 Schedule 1 of the Memorandum of Agreement.

3.3 Attendance at meetings

In performing the duties recorded in Schedule 1 of the Memorandum of Agreement – 6.12, the consultant shall arrange and attend all meetings necessary to their proper execution, and as a minimum those listed in 2.11.

3.4 Additional duties

The consultant is to include within their fee proposal for all normal duties expected for the provision of technical advisory services for a project procured using the Competitive Dialogue process. The Board does not anticipate any additional duties out with normal duties, no advisers should undertake any work which they consider additional to normal duties without the written agreement of the Project Director or their nominee. Any such approval shall indicate the maximum budget for fees and works where appropriate, which should not be exceeded without further approval having been obtained. These shall be conditions precedent to any payment being due from the client

3.5 Information from the consultant

The consultant shall provide information to the Project Director or their nominee in accordance with the target dates defined in clause 2.4. The consultant will be expected to prepare and actively manage a detailed project programme as per 3.12.

3.6 Duty of care

The consultant is to exercise reasonable skill, care and diligence in the discharge of the duties agreed to be performed by him in relation to this commission. Submission of drawings, calculations, specification and other documentation produced by the consultant for comment by the Project Director or their nominee shall not relieve the consultant of this responsibility. If in the performance of his/her duties the consultant has a discretion exercisable as between the client and any other body the consultant shall exercise his/her discretion fairly.

3.7 Co-ordination of consultant's services

Co-ordination and integration of the activities of technical advisory team, however employed, shall be the responsibility of the lead consultant/project manager, as identified in article 6.3 of the Memorandum of Agreement. This includes co-ordination of the works by planning, environmental and transportation consultants.

3.8 Collaboration between consultants

All consultant's shall take account of the role of the lead consultant/project manager and collaborate with other members of the technical advisory team and with other professional consultants employed by the Board and in the Board's employment. Note the team may require to undertake preliminary meetings with the current technical advisory team, to establish work undertaken to date.

3.9 Changes caused by the Project Director or their nominee

The consultant shall provide the Project Director or their nominee with the cost and programme consequences of any material alteration, addition to or omission from the project caused or proposed by the Project Director. This information is to be provided before the Project Director or their nominee takes a final decision.

3.10 Changes not caused by the Project Director or their nominee

The consultant shall not cause to be made any material alteration, addition to or omission from the approved project documentation. The consultant shall promptly inform the Programme Director or their nominee in writing of anything that the likely effect of which the consultant believes would be to either vary the project, or to materially change the financial viability, quality or function of the project.

3.11 Progression between work stages

The consultant shall obtain approval in writing from the Project Director or their nominee before proceeding between the work stages described in clause Schedule 1 of the Memorandum of Agreement. Only those stages authorised shall be eligible for payment. The Board reserve the right to terminate the commission at each individual stage.

3.12 Programme

The consultant shall undertake to fulfil the current project and maintain a detailed project programme for the commencement of the Stage 2 to the conclusion of the Project based on the key stages, breaking down tasks and times for all participants within each stage. The consultant will be responsible for maintaining the programme and to review on a regular basis with the Project Director or their nominee to monitor progress and the implementation of any corrective action agreed by the Project Director or their nominee. This programme will require to be in place by no later than August 2007 and is to be considered as a working document to structure the activities of the Board's Project team, and the Technical Advisory team. This programme will also require to be actively monitored against the progress of the project at all stages.

3.13 Site inspection

While the role of an Independent tester is envisaged as part of the Project Agreement, the consultant will be required to visit the Project during the construction phase(s) at intervals suitable for a procurement of this type. The consultant should identify as part of their submission frequency, duration and purpose (e.g. Project Progress meetings).

Obligation of the Board

3.14 Duties of the Board

The Board shall nominate a Project Director or their nominee, to enable the proper performance of the consultant's duties as stated in schedule 1 of the memorandum of agreement.

Construction (Design and Management) Regulations 2007

- 3.15** The Board shall appoint a planning supervisor (part of TA team) in accordance with the provision of the Construction (Design and Management) Regulations. This is a preliminary role, it is anticipated that Project Co. will appoint a Planning Supervisor and Principal Contractor. (Provisional, refer section 6.12 Schedule One for Planning Supervisor).

Information from the Board

- 3.16** The Project Director or their nominee will be responsible for providing information and making such decisions as are necessary for the proper performance of the agreed duties as recorded in Section 6.0 - Schedule 1 of the Memorandum of Agreement, all in accordance with the programme.

Provision of site accommodation and facilities

- 3.17** At this stage, the Board do not anticipate providing any site accommodation for the Technical Advisory team. Access to office accommodation will be provided close to the construction site or within our Project Offices at Hillington, as and if required.

Ownership of documents and copyright

Copyright entitlement

- 3.18** The copyright and all other intellectual property rights in all drawings, documents reports, specifications, pricing documents, calculations and other documents provided by the consultant in connection with the works shall be vested in the Board.

Documentation provided by the client

- 3.19** Where standard documentation, including drawings, is provided by the client, copyright of such documentation and drawings shall remain vested in the Board.

Consultant's rights of publication

- 3.20** The consultant shall not communicate with the media or any outside body or publish or display alone or in conjunction with any other person, any articles, photographs or other illustrations relating to the Project without prior written consent from the Project Director or their nominee.

3.21 Client's use of priced documents

Priced documents may be used by the client for the Project, without prior approval by the consultant.

Professional Indemnity insurance

3.22 Extent of insurance cover

The consultant shall take out and maintain throughout the period, from the date of commencement of his services under this commission, professional indemnity insurance in respect of the consultant's business generally. The professional indemnity insurance shall be maintained until the expiration of six years, provided that it can be obtained at reasonable market rates, from the date of completion of his commission. The level of indemnity shall be a minimum of £5m GBP per individual team member.

PII cover will be required for all aspects of the consultants work from date of appointment.

3.23 Professional indemnity insurance certificate

The consultant team shall provide a certificate, signed by or on behalf of the insurers on an annual basis and present to the Project Director.

Certification

3.24 Certification generally

The consultant shall provide the Project Director or their nominee with completed certificates when required to do so.

Assignment and sub-contracting

3.25 Assignment by the consultant

The consultant shall not assign the whole or part of the benefit or in any way transfer the obligations of this agreement or any part thereof without the written consent of the Board.

3.26 Assignment by the client

The Board reserves the right to assign the whole or any part of the benefits or transfer obligations of the agreement or any part thereof to another Scottish NHS organisation without the consent of the consultant.

3.27 Sub-contracting

The consultant shall not sub-contract any of the duties under this agreement without the written consent of the Project Director or their nominee.

Variation, extension, suspension or termination

3.28 Variation or extension by the client

The Board may vary or extend in time the performance of the whole or part of the agreed duties by giving reasonable notice in writing to the consultant. In such notice the Project Director or their nominee shall specify the duties affected.

3.29 Suspension or termination by the client

The Board may suspend or terminate the performance of the whole or part of the agreed duties by giving reasonable notice in writing to the consultant. In such notice the Board shall specify the duties affected and the reason for suspension or termination.

3.30 Suspension or termination by the Board shall be permitted in the following circumstances:

- the Board has decided to suspend or terminate the scheme;
- non-performance by the consultant;
- breach of the provisions of this agreement by the consultant;
- the consultant becoming bankrupt or insolvent;
- the Board has decided to terminate the appointment at the conclusion of a stage.

3.31 Resumption of duties

If the consultant has not been given instruction to resume any work suspended under clauses 3.29 and 3.30a within six months from the date of suspension, the consultant may make written request for such instructions, which must be given in writing. If these have not been received within 30 days of the date of such request the consultant shall have the right to treat the appointment as terminated.

3.32 Suspension or termination by the consultant

The consultant may suspend or terminate the performance of the agreed duties on the expiry of reasonable notice given in writing to the Board. In such notice the consultant shall specify the duties affected and the reason for suspension or termination.

3.33 Suspension or termination by the consultant shall be permitted on the following circumstances:

- the client has not provided an instruction to resume work under clause 3.29;
- breach of the provisions of this agreement by the Board.

3.34 Death or incapacity of the consultant's key personnel

Should the consultant through death or incapacity be unable to perform the whole or part of agreed duties, this agreement shall thereby be terminated.

3.35 Delivery of documents

On determination of the performance of the whole or part of the agreed duties and on satisfactory delivery of all drawings, reports, calculations, production information and any other documentation prepared by the consultant to the Project Director or their nominee, the consultant shall be paid all due fees and expenses.

Settlement of disputes

3.36 Adjudication

Any difference or dispute arising out of this agreement shall be referred to an adjudicator within 28 days of either party being made aware of the occurrence of the difference or dispute.

- 3.37** The party that is first made aware of the occurrence of the difference or dispute shall send a notice to the adjudicator with a copy of the notice being sent to the other party. The notice shall specify the matter in dispute and set out all the principal facts and arguments relating to it. Copies of all relevant documentation shall be attached to the notice.
- 3.38** The party to whom a copy of the notice required under clause 3.37 has been sent shall send representations to the adjudicator within 14 days of receipt of the copy of the notice.
- 3.39** The adjudicator shall notify his/her decision to the parties within 28 days from the date of receipt of the notice required under clause 3.37. The adjudicator may extend this period by 14 days should he require to do so.
- 3.40** The decision of the adjudicator on any matter will be binding until completion, suspension or determination of the commission.
- 3.41** The adjudicator shall not be liable to the parties for breach of duty.
- 3.42** Payment of the adjudicator's fees shall be shared equally between the parties.
- 3.43** During the process of adjudication the performance of the agreed duties shall continue as if there were no difference or dispute.
- 3.44** If the adjudicator resigns or is unable to act, the parties shall choose a new adjudicator jointly.
- 3.45** If the parties have not chosen a new adjudicator jointly within 28 days of the adjudicator resigning or becoming unable to act, then the President or Vice President of the RIAS shall be requested to nominate a new adjudicator.

Arbitration

- 3.46** If the following arises:-
- the adjudicator fails to provide his decision within the period specified in clause 3.37; **or**
 - the Project Director and/or the consultant disagree with the decision of the adjudicator and the duties under the commission have been completed;
 - then a difference or dispute arising out of the agreement shall be referred to arbitration by a person to be agreed between the parties or, failing agreement within 14 days after either party has given to the other a written request to concur in the appointment of an arbiter, a person to be nominated at the request of either party by the President of the Chartered Institute of Arbitrators. The award of such arbiter shall be final and binding upon the parties.

3.47 By agreement

Nothing herein shall prevent the parties agreeing to settle any difference or dispute arising out of the agreement without recourse to arbitration.

Discrimination and Equal Opportunities

3.48 The consultant shall not, and shall take all reasonable steps to ensure that all employees, workers, agents, or sub-contractors of the consultant shall not, unlawfully discriminate within the meaning and scope of the provisions of the following legislation, or any statutory modifications or re-enactment thereof:

- The Equal Pay Act 1970;
- The Sex Discrimination Act 1975;
- The Race Relations Act 1976;
- The Disability Discrimination Act 1995;
- The Employment Equality (Religion or Belief) Regulations 2003;
- The Employment Equality (Sexual Orientation) Regulations 2003; and
- The Employment Equality (Age) Regulations 2006.

3.49 The consultant shall observe, and shall take all reasonable steps to ensure that all employees, workers, agents, or sub-contractors of the consultant shall observe, any relevant codes of practice (and any amended or replacement codes from time to time in place) in respect of employment issued by any of the following bodies:

- The Commission for Racial Equality;
- The Disability Rights Commission; or
- The Equal Opportunities Commission;

or any replacement codes of practice issued by the Commission for Equality and Human Rights."

Governing laws

3.50 The application of these conditions shall be governed by the laws of Scotland.

4.0 Provision for Fees and Expenses

This part defines fees in relation to the consultant and describes the methods of payment for the consultant's services and expenses.

4.1 Lump Sum Fees

Lump sum fees will be payable on a staged basis as agreed at date of appointment, and as set out in Section 6.5 – 6.7 of the Memorandum of Agreement.

Time charge fees will be based on rates supplied and agreed at appointment, and as set out in Section 6.8 of the Memorandum of Agreement. Time charge work should not be undertaken without the prior written agreement of the Project Director or their nominee.

Payment for duties

4.2 Methods of payment

The fees, except for those on a time-charge basis, shall be deemed to include the provision of all services necessary to perform the duties listed in Section 6.0 Schedule 1 of the Memorandum of Agreement – Scope of Services.

4.3 Payment on a percentage basis

No fee proposal will be accepted on a percentage basis.

4.4 Payment on a lump sum basis

Where payable on a lump sum basis, the fees shall be calculated for each work stage in accordance with the apportionment recorded in article 6.5 of the memorandum of agreement. The lump sum bid will be fixed and capped for each stage in respect of this agreement.

4.5 Payment on a time-charge basis

Where payment is on a time-charge basis the scale of charges shall be set out as below. The consultant team will regularise their hourly rates across the team to the effect that all similar grades have the same hourly rates across all respective disciplines in the team.

Principals - hourly rates:

- a) where a principal is specifically nominated by the Project Director or nominee to perform the duties, the principal's time shall be reimbursed at the rate per hour quoted in article 6.8a of the Memorandum of Agreement, or at such other rate as may be agreed between the Project Director or nominee and the consultant. Hourly rates should include allowance for travel time within the Greater Glasgow conurbation.
- b) principals doing work which they consider would normally be done by another member of staff shall be reimbursed at the rate per hour quoted in article 6.8b of the memorandum of agreement or such other rate as may be agreed between the Project Director or nominee and the consultant. For the purposes of this clause, the rate for a principal's time shall be calculated at the rate applicable to a senior professional member of staff in the firm. Hourly rates should include allowance for travel time within the Greater Glasgow conurbation.

4.6 Professional and technical staff - hourly rates

Professional and technical staff time shall be reimbursed at the rate per hour quoted by the consultant in article 6.8b of the Memorandum of Agreement in the categories stated or such other rate as may be agreed between the Project Director or nominee and the consultant. The rate per hour shall include salary, payroll and other costs of employment. Hourly rates should include allowance for travel time within the Greater Glasgow conurbation.

4.7 Travelling time:

Time spent by principals, professional and technical staff on travelling in connection with the duties set out in Schedule 1 of the Memorandum of Agreement shall include allowance for travel time to the Greater Glasgow conurbation from the consultants place of work, or travel within the Glasgow area.

4.8 Supervisory duties:

The supervisory duties of a principal shall be deemed to be included in the rate per hour quoted by the consultant in article 6.8b of the Memorandum of Agreement.

4.9 Secretarial and administrative staff

Time charges rates shall include the cost of providing secretarial staff or staff engaged on general accountancy or administrative staff.

4.10 Consultant's records

The consultant shall maintain records of time spent on services performed on a time-charge basis. The consultant shall make such records available to the Project Director upon request.

4.11 Travelling, subsistence and other expenses

Travelling, subsistence and other expenses shall be deemed to be included within lump sum fee shall be deemed to include the cost of:

- a) telex, facsimile and telephone calls;
- b) postage and similar delivery charges;
- c) travelling, hotel and other similar expenses;
- d) all printing, reproduction and purchase of all documentation, drawings, maps, photographs, manuals needed by the consultant and other members of the design team insofar as they are produced by the consultant for the proper performance of the duties relating to this particular commission.
- e) the cost of all office equipment and site related protective clothing.

4.12 Additional expenses

The consultant shall be reimbursed for all expenses properly incurred in connection with the following:

- a. advertising for tenders and site staff;
- b. disbursements required by the client, such as planning and building warrant fees, special surveys by third parties instructed by the client.
- c. Travel out with the Greater Glasgow conurbation on business agreed in advance with the Project Director or nominee.

Payment for additional duties

4.14 Fees for additional duties required by the client

For additional duties not normally necessary such as those in connection with prolonged contractor's claims and all similar duties where the Project Director specifically instructs the consultant in writing, the charges shall be an agreed lump sum in accordance with the scale of charges as described in clause 6.8. Note: this will not apply to Boards Works Variations process which will be deemed to be included within standard fee for Stage 5.

Use of computers and/or special equipment

4.15 Computers and/or other special equipment - where no extra fees are payable

Where the consultant in performing his/her duties decides to use a computer and/or other special equipment it shall be at no extra charge to the client unless the Project Director or nominee has specifically requested the development and/or use of special programs.

4.16 Where extra fees are payable

No extra fees will be incurred by the consultant without the prior written agreement of the Project Director or their nominee

Statutory fees

4.17 Payment of statutory fees

The Board shall pay all fees in respect of applications under planning and other statutory requirements.

Suspension, resumption and termination

4.18 Fees on suspension or termination

On suspension or termination of the consultant's appointment under clauses 3.29, 3.30a or 3.34, the consultant shall be entitled to fees for all work completed at the date of suspension or termination.

4.19 Reimbursement during suspension

During any period of suspension the consultant shall be reimbursed by the Board for costs necessarily incurred under the appointment up to the date of resumption or termination, always with prior agreement with the Project Director or their nominee.

4.20 Fees on resumption

On resumption within six months of suspension, previous payments shall be regarded as payments on account towards the total fee.

4.21 Reimbursement on termination by the client

Where the consultant's appointment is terminated by the client under clause 2.36, the consultant shall be reimbursed by the client for costs, excluding loss of profit, necessarily incurred in connection with work up to the date of termination or arising as a result of the termination.

4.22 Fees where the scheme does not proceed beyond Stage 2A

Where the scheme does not proceed beyond stage 2A, the consultant shall be paid in accordance with article 6.4 of the memorandum of agreement.

4.23 Reimbursement on termination by the consultant

Where the consultant terminates the appointment under clause 3.32, the client shall be responsible for costs necessarily incurred by the consultant arising as a result of the termination.

Payment of accounts

4.24 Submission of accounts and documentary evidence

Accounts for payment of fees and/or expenses and disbursements shall be submitted to the Project Director or their nominee at the intervals stated in article 6.6 of the Memorandum of Agreement. Interim payments of fees shall be proportionate to the extent to which the commissioned duties have been discharged. Accounts for time-charge based duties and/or travelling, subsistence and other expenses shall be accompanied by documentary evidence of the time and expenses incurred. Such time charges and/or travelling, subsistence and other expenses shall be in respect of the whole of the period since the preceding interim payment.

4.25 Payment of accounts

All sums due from the client to the consultant under the agreement shall be paid within 30 days of submission by the consultant of his account to the Project Director.

Where the consultant sub-contracts any of the duties forming part of this agreement there shall be included in the conditions of appointment of the sub-contractor a term which requires that payment be made to the sub-contractor within a period not exceeding 30 days from receipt of a fee account by the consultant from the sub-contractor.

The client shall give notice not later than 5 days after the date on which payment becomes due to the consultant, or would have become due if:-

- (a) the consultant has carried out his obligations under the agreement; and
- (b) no set off or abatement was permitted by sequence to any sum claimed to be due under one or more other agreements, specifying the amount of the payment made or proposed to be made and the basis on which the amount was calculated.

The client shall not withhold payment after its due date for payment of a sum due under the agreement, unless the client has given notice of intention to withhold payment.

A notice of intention to withhold payment shall specify:

- a) the amount proposed to be withheld, and the ground for withholding payment; or
- b) if there is more than one ground, each ground and the amount attributable to it; and must be give not later than 7 days before the due date for payment of the relevant sum.

Value Added Tax - in relation to fees and expenses

All fees and expenses set out in this agreement are exclusive of Value Added Tax, the amount of which, at the rate and in the manner prescribed by law, shall be paid by the client to the consultant.

Other requirements

Respondents must provide a detailed breakdown for individuals who will work on each stage of the project and provide details of their experience. Respondents must identify the hourly charge rate and estimated input hours of each individual. Respondents must also identify an hourly Time Charge for undertaking additional work at the request of the Project Director or their nominee.

Respondents must provide details of how they propose to self audit their time and resource input. The Board must be provided with accurate input time invoices.

5 Definitions

This part contains a list of terms used throughout this agreement and in understanding this agreement the following expressions shall have the meaning hereby assigned to them except where the context otherwise requires.

Activity data

Information sheets describing:

- a. tasks and activities performed in health buildings and having planning significance;
- b. environmental and spatial requirements;
- c. the equipment and engineering terminals required.

Ad hoc departments

Health building departments without a Scottish Hospital Planning Note or Health Building Note and associated cost allowance.

Adjudicator

The individual agreed between the consultant and the client to whom all disputes in connection with this agreement shall be referred until completion of the commission.

Agreement

This agreement shall comprise the following parts:

Scheme particulars;

Conditions of appointment;

Provision for fees and expenses;

Specimen certificates;

Definitions;

Memorandum of agreement.

Appraisal team

A small multi-disciplinary team of officers (and/or consultants) from the NHSIS body responsible for the appraisal of options and the outline/full brief business base submission at stages 0 and 1.

Approved sum

The overall capital sum for construction work on a scheme (including main contract, enabling and preliminary work necessary to bring planned facilities into use) approved by the client NHSIS body at work stage 3 (SCIM: 'Management of construction projects'). This sum will be calculated on the basis of tenders received or prices negotiated. Once the contract is let, the approved sum should not be increased without further fresh approval obtained in accordance with a NHSIS body's standing orders/instructions. The approved sum is exclusive of fluctuations allowable under the contract and Value Added Tax.

Architect

The person, partnership, company or firm appointed by the client to act as the architect for the scheme described in the memorandum of agreement.

Asset register

A record of data on each capital asset or group of capital assets (for example, land, buildings, fixed plant and other assets). The register consists of a number of structured records, each of which holds details of an asset.

Brief

- a) *Consultant's brief*
A document issued to consultants containing information about the scheme, the client's procedure etc to enable them to understand exactly the extent of the service they are required to provide.
- b) *Appraisal brief*
A document containing guidelines, instructions and information to act as a basis for the appraisal of options and the outline business case submission at stage 0.
- c) *Initial brief*
A document prepared at stage 0 or 1, which shall include the following:
 - I. objectives of the scheme;
 - II. cost parameters;
 - III. outline requirements for the scheme including content, accommodation, location and town planning statement;
 - IV. management control plan;
 - V. procurement strategy;
 - VI. full business case submission;
 - VII. any additional information about the site which has become available since stage 0;
 - VIII. functional content.
- d) *Full brief*
A document containing instructions to the design team at stage 2 stating the essential detailed requirements of the client that the scheme must meet, including the following:
 - confirmation of any changes to the parameters set down in the scheme brief, especially regarding programme, planning operational and cost criteria;
 - detailed design briefing;
 - any updating of the initial brief.
- e) *Commissioning brief*
The operational concomitant to the full brief, containing the essential operational/implementation, programming and budgeting requirements for bringing the scheme into operation.

Budget cost

An estimated cost of the whole of the anticipated capital expenditure and value added tax for the project, including:

- a. departmental costs;
- b. on-costs;
- c. work costs (total of departmental and on-costs);
- d. location adjustment;
- e. fees;
- f. non-work costs;
- g. equipment; and
- h. contingencies.

Once approved within the full business case submission the total of these costs become the "Approved Budget Cost". In order to estimate the total outturn cost for the project the Scottish Executive Health Department will add an additional amount for inflation.

Building surveyor

The person, partnership, company or firm appointed by the client to act as the building surveyor for the scheme described in the memorandum of agreement.

Capital budget

The capital costs component of the budget cost.

Client

The NHSIS body named in the memorandum of agreement.

Commissioning brief

See "Brief".

Commissioning officer

The individual responsible for the overall management, supervision and co-ordination of commissioning by the client who is accountable to NHSIS body management.

Commissioning team

A team comprising a core of officers responsible to the commissioning officer, and concerned with the management and supervision of commissioning for the client necessary to bring the scheme into effective and efficient operation, representatives of those responsible for managing and running services may be co-opted into the commissioning team.

Construction (Design and Management) Regulations

These Regulations enact into UK law the requirements of the EC Temporary or Mobile Construction Sites Directive (92/57/EEC). They place responsibilities for health and safety on all those involved in the process of procuring a building (clients, designers and contractors).

There are certain basic requirements, for example the appointment of a planning supervisor and principal contractor, the preparation and maintenance of a health and safety plan for the project, the preparation and maintenance of a health and safety plan for the life of the building.

Consultant

A person, partnership, company or firm employed by the client in connection with the design and administration of contract(s) for construction work.

Contract administrator

The consultant with particular additional responsibilities for administering the building contract.

Contract Strategy

The method by which the building project is to be achieved, determining:

The relations between the clients, the design team and the consultants team;

The methods of financing and management; and

The form of construction contract.

Contractor

Any person or persons, firm or company under contract to the client to perform work and/or supply goods in connection with the scheme.

Contractor's proposals

That part of the tender documents submitted by a contractor detailing the proposals to meet the employer's requirements.

Contract sum analysis

That part of a design and build tender detailing the breakdown of costs as specified by the client in the employer's requirements.

Co-ordination of design

i. *Of design generally - means:*

The production of a complete and integrated design solution that provides a satisfactory standard of accommodation and accords with the full brief.

ii. *Of user outlets and terminals - means the following activities:*

- a. Provision by the architect/building surveyor of drawings, either at 1:50 or appropriate larger scale, showing the location of all fixtures, furniture and equipment together with all user outlets both in plan and in elevation.
- b. Provision by the architect/building surveyor of general and, if necessary, particular information relating to the location of all terminals. This will cover unacceptable locations and may be in the form of drawn or written guidance.
- c. Where the public health services are designed by the architect/building surveyor or other independent designer, inclusion by the architect/building surveyor under b. above, details of restrictions on all terminals which relate to services.
- d. The examination of the drawings supplied by the architect/building surveyor and comments on them by the services engineer. These comments will refer not only to location, but where appropriate will indicate dimensions and support requirements. The comments supplied will be on the basis of preferred solutions.
- e. Examination by the architect/building surveyor of the services engineer's comments and relocation of all terminals as indicated or the initiation of discussions with the services engineer to agree and record an acceptable alternative solution as necessary. Issue by the architect/building surveyor of the total final

agreement with the services engineer on co-ordination of user outlets and all terminals so that the latter may complete his designs and undertake the preparation of the production drawings and other documentation.

- iii. *Of engineering design - means:*
 - a. The process of arranging the engineering service works such that each individual item can be physically installed, operated and subsequently maintained.
 - b. Showing such arrangements on building and engineering services production information so that the objectives of a. can be achieved and to enable detailed structural provision to be made for the engineering works.
- iv. *Of the lead consultant and other members of the design team - means:*
 - a. Co-ordinating and integrating the activities of all the other consultants.
 - b. The production of a complete and integrated design solution that provides a satisfactory standard of accommodation and accords with the design brief.

Cost analysis

An analysis of the accepted tender using a form of cost analysis for health building work suitable for the requirements of the Scottish Capital Investment Manual.

Cost checking

An estimate of the probable cost of the developing design in comparison with the cost included in the cost plan.

Cost management

A continuous process of cost management throughout the duration of the project or scheme from initial brief to payment of the final certificate to enable expenditure to match specific defined cost targets. It can be considered in two parts:

- pre-contract cost management during design/preparation of employer's requirements, the object of which is to obtain a tender within the updated budget costs;
- post-contract cost management during execution, the object of which is to obtain a final account within the approved sum (excluding fluctuations).

Cost plan

A statement of the cost of the proposals prepared by the professional design team, presented in elemental format in accordance with NHS in Scotland guidance.

Cost planning

The process of assisting the design team to produce a cost effective solution and controlling the cost of the scheme within the sum approved by the client during all stages up to the placing of the contract.

Defects liability period

The period of time stated in the contract and starting from the date of practical completion of the works, during which the contractor is liable for making good defects attributable to workmanship or materials not having been made in accordance with the contract.

Departmental Cost Allowance Guides (DCAG's)

The guidance on capital sums calculated for the provision of a defined amount of functional accommodation. DCAG's are produced by the Scottish Executive Health Department. Cost allowance guides may be reduced or exceeded where an investment appraisal has demonstrated that within the context of an economical and efficient overall design, further running cost savings and/or measurable service benefits may be obtained from the decreased or increased capital provision.

Departmental cost

The capital sum allowed for functional provisions based on (or derived from) Scottish Office cost allowance guides. Where cost allowances are not appropriate, the costs for individual departments should be justified on the basis of similar accommodation in other schemes.

Design/cost reports

Reports on design development and cost consequences to demonstrate fulfilment of the design brief and adherence to the budget cost. Costs must be reported at a known cost datum.

Design team

A team comprising consultants or an NHSIS body's design staff responsible for design of the scheme, inspection of its construction, adjustment of accounts and the issue of the final certificate.

Development Control Plan

A series of drawings comprising site plans with contours (or spot levels), schematic plans and sections of buildings, showing existing properties and proposed cycle of site development, identifying individual schemes, outline of engineering service networks, functional relationships and main communications within and between buildings. The development control plan should not pre-empt the appraisal of options at stages 0 and 1 and may be revised as a consequence of Full Business Case approval for the scheme.

Employer's agent

The consultant with the particular responsibility for administration of the contract when using a design and building contract strategy.

Employer's requirements

A document prepared by the client, project, manager and consultants for obtaining tenders when using a design and building contract strategy.

Engineering services commissioning

Bringing the entire engineering service works together into full normal working condition and handing over the whole to the client as an operating entity capable of meeting the levels of load and/or performance specified.

Engineering services works

The engineering services in connection with which the client has engaged the services engineer to perform the professional duties.

Equipment

Equipment is classified into four groups:

- Group 1: items usually supplied and fixed by the contractor;
- Group 2: items, having a significant effect on space or structural requirements, which are supplied by the NHSIS body and fixed by the contractor;
- Group 3: items, having a significant effect on space or structural requirements, which are supplied by the NHSIS body and put into position by them or their agents outside the general contract (for example includes x-ray equipment, linear accelerators and other medical equipment);
- Group 4: small items, usually storage items, supplied and put into position by the NHSIS body.

Final account

The document to arrive at the total remuneration due to the contractor under the terms of the contract.

Full business case submission

A document whose objective is to confirm in detail the viability of the preferred option for the project and make recommendations as to the methods to be used to deliver the project on time, cost and quality. This document is used to obtain final approval to the funding of the project.

Functional content

The service/departmental capacity of a health building scheme expressed in terms of functional units.

Functional unit

A unit for measuring the capacity of health building accommodation in terms of service related content. For example, the functional unit for measuring the capacity of wards is the bed.

Health and safety file

This is the document referred to in the Construction (Design and Management) Regulations which contains information on the design of the scheme together with information added during construction to provide "as built" records. The information contained in the file is handed to the project director and is used to assist any persons carrying out work on the scheme after its completion (eg maintenance, extensions, refurbishment, demolition).

Health and safety plan

This is the document referred to in the Construction (Design and Management) Regulations which is prepared for a specific scheme. It sets out the health and safety policies to be adopted together with methods for monitoring Health and Safety Performance, identified the principal health and safety hazards that may be encountered during construction together with precautions where appropriate, requires work to be carried out to recognised standards and in accordance with published guidelines as specified in the plan.

Lead consultant

The consultant member of the design team appointed by the client to act as the lead consultant for the scheme described in the memorandum of agreement.

Management Control Plan

The overall programme and plan of work for the execution and commissioning of a scheme. The plan must take account of Scottish Capital Investment Manual activities and a scheme's requirements in terms of resources and timing. It will normally be expressed in a diagrammatic form (network or bar chart) and will be updated regularly to reflect progress made.

Management staff categories

For the purpose of time charge rates, the definitions of the project management staff grades listed in Article 6.7b of the Memorandum of Agreement are:

Senior professional a person who has held corporate membership of a professional body recognised by the NHSIS body for a period of at least five years.

Professional a person who has held corporate membership of a professional body recognised by the NHSIS body.

Senior technician: a person not holding corporate membership of a professional body with ten years or more relevant work experience.

Technician: a person not holding corporate membership of a professional body with less than ten years relevant work experience.

Material(s) - (in relation to copyright)

Any document, item, material or the work produced for the purpose of the scheme or in connection with the scheme by the consultant, any of its employees or any third party engaged by the consultant or working under the direction or supervision of the consultant.

NHSIS Body

This includes Scottish NHS Trusts, Health Board and any other centrally funded bodies.

On-costs

Capital costs arising from the interaction between the functional departmental units and the total building and site complex (for example the cost of communications between departments, external works and services, additional energy saving measures, auxiliary buildings and abnormalities).

Operating manuals

Sets of documentation which shall include the operating instructions, servicing and maintenance instructions, spare parts lists and test reports dealing with the building and engineering systems provided under the commission. The manuals shall cover in an orderly fashion each item of equipment and each system in the works.

Outline business case submission

A document whose objective is to demonstrate the viability of the project (this includes investigation and evaluation of strategic planning, service planning and capital planning) and obtain initial approval to funding of the preferred option, subject to confirmation of viability in the full business case submission. The preparation of the outline business case submission involves a systematic analysis of the relative advantages and disadvantages of alternative options in meeting specific health objectives. Both monetary and non-monetary consequences are considered.

Outline plans

Drawings prepared by the architect/building surveyor to a scale of not less than 1:100 of the layouts of the departments for the purposes of consultation with external local interests, other consultants and the client.

Participant

A person, partnership, company or firm involved in the scheme and making a contribution to its completion, operation or occupation.

Planning supervisor

The firm, professional discipline or individual name in clause 1.8 of the scheme particulars to perform the duties ascribed to the planning supervisor in the Construction (Design and Management) Regulations.

Post-contract changes (stage 4 onwards)

The alteration or modification of the design, quality or quantity of the work shown on the contract drawings and described by or referred to in the contract bills, priced documents or other production information for main and sub-tender: the addition, alteration or omission of any obligations or restrictions imposed by the client in the contract bills or priced documents.

Practical completion (certificate of)

Document certifying that a scheme or specified part of a scheme has in the opinion of the contract administrator/employer's agent achieved practical completion of the works in accordance with the contract, the date of this certificate marks the commencement of the defects liability period (maintenance period) and of the period of final measurement for the purposes of the final account.

Principal

Member of firm generally in overall charge of the policy and conduct of the firm's business who is able to commit the firm to undertake commissions.

Principal contractor

The contractor selected to be responsible under the provision of the Construction (Design and Management) Regulations for the maintenance, implementation and development of the health and safety plan during construction and co-ordinating the activities of all contractors and sub-contractor (including the self-employed) to ensure that they comply with the relevant health and safety legislation.

Production information

The co-ordinated drawings, specification/employer's requirements, schedules and bills of quantities or priced documents needed for tendering, co-ordination and construction of the building and its services.

Professional advisor

An individual or firm appointed by the project director to provide advice on:

- a) actions, decisions and approvals from the NHSIS body;
- b) interpretation or reports and recommendations submitted by the project manager and advice on when, and what action is needed as a result;
- c) the adequacy and contents of the project execution plan; and
- d) internal NHSIS body matters affecting the project.

Project

The complete cycle of development work envisaged for an individual hospital or NHSIS site. A project may include a number of building schemes.

Project director

The individual, usually an employee of the client, who represents, and has the authority of the client in respect of the specific scheme. All instructions given by the project director are deemed to be given by the client. All advice given to the project director is deemed to have been given to the client. More detailed information is provided in the Scottish Capital Investment Manual: Project Organisation.

Project execution plan

A manual prepared by the project manager and agreed with the project sponsor, acting as a common control document for the scheme including, inter alia, the following subjects:

- a) management and organisational structure;
- b) identification of all participants;
- c) summary of duties of all participants;
- d) responsibilities of all participants;
- e) delegated authority limits of all participants;
- f) lines of communications;
- g) administrative procedures;
- h) client/project director approval/instruction procedures;
- i) progress procedures;
- j) reporting procedures and formats (including cost control and reporting);
- k) financial procedures (including risk and sensitivity analysis, change and cost management procedures);
- l) meetings structure;
- m) quality assurance/control;
- n) construction procedures;
- o) technical and operational commissioning procedures;
- p) post project evaluation procedures.

Post information manuals

Sets of documentation, which shall include all essential information about the construction of the building, together with all the necessary sources of information for its proper maintenance, for example, information regarding safety and fire integrity.

Project manager

The person, partnership, company or firm named in the memorandum of agreement and appointed by the client to act as the project manager for the scheme described in the memorandum of agreement.

Quantity surveyor

The person, partnership, company or firm appointed by the client to act as the quantity surveyor for the project/scheme described in the memorandum of agreement.

Record drawings

Drawings showing the building and service installation as erected at the date of practical completion.

Revenue/running costs

The annual operational costs element of the outline/full business case submission, for example, maintenance and staffing costs.

Scheme

All planning, design and construction work and commissioning activity necessary to bring planned facilities into use (including essential preliminary and enabling works) referred to in the memorandum of agreement.

Scottish Capital Investment Manual

The document published by the Scottish Executive Health Department in the version current at the date of this agreement. It comprises the following sections:

- Overview
- Project Organisation
- Business Case Guide
- Private Finance Guide
- Management of the Construction Project
- Commissioning a Health Care Facility
- IM & T Guidance
- Post-Project Evaluation

Services engineer

The person, partnership, company or firm appointed by the client to act as the services engineer for the scheme described in the memorandum of agreement.

Shop drawings

Drawings and documentation prepared by the contractor or sub-contractor or suppliers to supplement the production information for use in manufacturing of components or installation or on-site assemblies.

Site inspection staff

Staff resident on site on a full or part-time basis to inspect the progress and quality of the work and to determine that the works are being executed in accordance with the contract documents.

Stage payments

Payments made on completion of pre-determined stages of the work.

Structural engineer

The person, partnership company or firm appointed by the client to act as the structural engineer for the scheme described in the memorandum of agreement.

Structural engineering works

Those works for which the structural engineer is required to prepare calculations and generally give advice and otherwise perform professional duties.

Sub-contractor

Any person, partnership, company or firm under contract to the contractor to perform work and/or supply goods and/or services in connection with the scheme.

Sub-programme

Detail programme based on the constraints of the management control plan, relating to a particular stage or part of the scheme.

Tender documents

All the documents used to invite tenders for the execution of the works.

User panel

A group representing the end users of the scheme comprising representatives of the NHSIS body's finance department, medical staff and those responsible for operating the various ancillary services.

These representatives will be authorised to define their department's needs and to renew and to review and agree how those needs will be met whilst ensuring that the scheme remains financially viable. The user panel will communicate its requirements and decisions to the project manager through the project director.

Works

The construction works relative to the scheme.

6.0 Memorandum of Agreement

This part comprises the Memorandum of Agreement between the NHS Greater Glasgow & Clyde and the consultant team.

Consultancy Service:

Technical Advisory Services for PFI/PPP

Memorandum of Agreement

This agreement is made on the _____ day of _____ 2005
between

Greater Glasgow Health Board

of

Dalian House, 350 St Vincent Street, Glasgow G3 8YZ (hereinafter called the 'Board') of the one part

and

(hereinafter called the consultant) of the other part

WHEREAS

the Board intends to proceed with (the 'scheme')

New South Glasgow Hospitals Project

and has appointedto be their Project Manager and Technical Advisory Team to complete the project services and has requested the consultant and their team to perform professional duties in connection with the items stated in this Memorandum.

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 6.1 The Board agrees to engage the consultant and the consultant agrees to perform the professional duties subject to and in accordance with Parts 2-6 including any specific requirements listed at clause 2.11 of the scheme particulars.
- 6.2 This Memorandum of Agreement, together with parts 2-6 of this agreement shall together constitute the agreement between the Board and the consultant.
- 6.3 The consultant Project Manager will be the Technical Advisory Team Leader as further amplified in the Memorandum of Agreement.

6.4 Payment of duties

The consultant's duties shall be as set out in Schedule 1 of the Memorandum of Agreement and any additional services incorporated within the consultant's fee proposal, as agreed with the Project Director or his nominee at the date of appointment.

Payment of fees will be as set out in the following schedule.

Payment shall be based on the capped fee bids for each stage, with interim payments based thereon within each stage, to be agreed between the Project Director and the consultant prior to commencement.

There is no obligation for the client to continue with the project beyond each key stage (this includes 2A and 2B as separate stages), and the consultant shall seek written authority from the client to proceed to Stage 2B duties, and all subsequent stages.

Respondents must identify individuals who will work on each stage of the project and provide details of their experience with associated CV's. Respondents must identify the hourly charge rate and estimated input hours of each individual. Respondents must also identify an hourly Time Charge for undertaking additional work at the request of the Project Director or their nominee.

Respondents must provide details of how they propose to self audit their time and resource input. The Board must be provided with accurate input of time with invoices.

Respondents must confirm that work to be completed by a designated individual will not be delegated to anyone else without advanced discussion and agreement with the Project Director.

The fee bid for all stages must be inclusive of all travel, accommodation expenses, sub-commissions and reflect the output requirements and outline project plan.

Respondents should assume all meetings will be held within the Glasgow city area.

If any work is undertaken without the prior knowledge and approval of the Project Director or their nominee, either within a commissioned stage of the project or as preparatory work for a subsequent stage, there will be no ability to seek to recover that cost on a quantum meruit basis should the project change or be aborted.

Capped fee bids for all stages of the project must be based on the outline programme. The Board will not consider any inflationary fee uplift, although this position may be reviewed in the event of substantial programme delays outside the control of the advisory team.

Respondents should note that project continuation is subject to successful completion of project milestones. Failure to meet project milestones could result in project cessation at any stage.

Fees will be paid on a staged basis but only on completion of complete packages of work as set out in the billing schedules 6.5 and 6.6.

All fees set out in this agreement are exclusive of Value Added Tax. VAT will be recovered at the current prevailing rate.

Fees for all stages should include inflationary uplift, no additional request for uplift at any stage will be considered while the project runs to programme.

6.5 Apportionment of Fee Stages – Summary for Full Team

Please insert the total lump sum fees by stage, to include all normal project disbursements, out of pocket expenses, subsistence, photocopying, printing, support staff and office equipment required to undertake this commission. This table summarises the stage schedules in 6.7.

Stage One - Completed.

Please note - the schedules have been prepared to form a basis for the consultant's fee proposal, and include the key stages and most activities required to undertake this commission. The Consultant is required as part of this submission to list all activities they consider necessary for each stage to complete the commission and include the associated costs and resources required.

| Ref. to Schedules | Stage | Lump Sum Fees for Technical Advisory Team (incl. expenses) |
|-------------------|--|--|
| 1.0 | Stage One - OBC and PSC design. | Complete |
| 2A | Stage Two A – Preparation of PQQ, OJEU, MOI and ITPD documentation. | |
| 2B | Stage Two B – Issue of ITPD to issue of ITFB including evaluation and short listing for next stage down selection (3-2). Competitive Dialogue Process. | |
| 3.0 | Stage Three – Submission of Final Bid to Preferred Bidder, down selection (2-1). | |
| 4.0 | Stage Four – Preferred Bidder to Financial Close and Contract Award. | |
| 5.0 | Stage Five – Implementation and Construction and Design Development. | |
| 6.0 | Stage Six – Post Project Evaluation and Defects. | |
| | | |
| | Total £ | |

6.6 Apportionment of Fee Stages – Frequency of Payment of Staged Fees

Please insert the frequency of payment of the lump sum fee for each stage, this could be, for example, single payment at end of stage, or 6 interim equal payments at two month intervals.

| Ref. to Schedules | Stage | Frequency and Value of Payments (incl. of expenses) |
|-------------------|---|---|
| 1.0 | Stage One - OBC and PSC design. | Complete |
| 2A | Stage Two A – Preparation of PQQ, OJEU, MOI and ITPD documentation. | |
| 2B | Stage Two B – Issue of ITPD to issue of ITFB including evaluation and short listing for next stage, down selection (3-2). Competitive Dialogue Process. | |
| 3.0 | Stage Three – Submission of Final Bid to Preferred Bidder, down selection (2-1). | |
| 4.0 | Stage Four – Preferred Bidder to Financial Close and Contract Award. | |
| 5.0 | Stage Five – Implementation and Construction and Design Development. | |
| 6.0 | Stage Six – Post Project Evaluation and Defects. | |
| | | |
| | Total £ | |

6.7 LUMP SUM FEE SCHEDULE

STAGE TWO A – Preparation of PQQ, OJEU, MOI and ITPD documentation.

For list of key activities refer schedules in section 6.12, note you must complete the following page listing the key activities and inputs for this stage for the whole of your team. This information may be supplied in a different format if desired, but requires to be part of your submission.

| RESOURCE SCHEDULE FOR ALL TEAM MEMBERS FOR THIS STAGE | | | | | |
|---|------------|-------|---------|-------|-------|
| Name | Discipline | Grade | Rate/hr | Hours | Total |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | Total | |

SUMMARY OF TASKS AND ACTIONS TO BE COMPLETED AT STAGE TWO A

SUMMARY OF TASKS AND ACTIONS TO BE COMPLETED AT STAGE TWO B

6.7 LUMP SUM FEE SCHEDULE

STAGE THREE – Submission of Final Bid to Preferred Bidder. (2-1).

For list of key activities refer schedules in section 6.12, note you must complete the following page listing the key activities and inputs for this stage for the whole of your team. This information maybe supplied in a different format if desired, but requires to be part of your submission.

| RESOURCE SCHEDULE FOR ALL TEAM MEMBERS FOR THIS STAGE | | | | | |
|---|------------|-------|---------|-------|-------|
| Name | Discipline | Grade | Rate/hr | Hours | Total |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Total | | | | | |

SUMMARY OF TASKS AND ACTIONS TO BE COMPLETED AT STAGE THREE

6.7 LUMP SUM FEE SCHEDULE

STAGE FOUR – Preferred Bidder to Financial Close and Contract Award.

For list of key activities refer schedules in section 6.12, note you must complete the following page listing the key activities and inputs for this stage for the whole of your team. This information maybe supplied in a different format if desired, but requires to be part of your submission.

| RESOURCE SCHEDULE FOR ALL TEAM MEMBERS FOR THIS STAGE | | | | | |
|---|------------|-------|---------|-------|-------|
| Name | Discipline | Grade | Rate/hr | Hours | Total |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Total | | | | | |

SUMMARY OF TASKS AND ACTIONS TO BE COMPLETED AT STAGE FOUR

SUMMARY OF TASKS AND ACTIONS TO BE COMPLETED AT STAGE FIVE

6.7 LUMP SUM FEE SCHEDULE

STAGE SIX – Post project Evaluation and Defects

For list of key activities refer schedules in section 6.12, note you must complete the following page listing the key activities and inputs for this stage for the whole of your team. This information maybe supplied in a different format if desired, but requires to be part of your submission.

| RESOURCE SCHEDULE FOR ALL TEAM MEMBERS FOR THIS STAGE | | | | | |
|---|------------|-------|---------|-------|-------|
| Name | Discipline | Grade | Rate/hr | Hours | Total |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Total | | | | | |

SUMMARY OF TASKS AND ACTIONS TO BE COMPLETED AT STAGE SIX

6.12 SCHEDULE ONE – MEMORANDUM OF AGREEMENT TECHNICAL ADVISORY TEAM – SCOPE OF SERVICES

The requirements of this section should be used as a basis of your team response and should be amplified and extended within your tender proposal.

The Technical Advisory team will provide guidance, advice and active input to the Board in the following key area's throughout the duration of the commission;

- Project Management
- Architectural Design and Site Master-planning
- Healthcare Planning
- Cost Management / Quantity Surveying/lifecycle and cost in use
- Risk and Value Management
- Construction Management Advice
- Facilities Management Advice i.e. payment mechanism / service level specifications
- M&E Engineering
- Civil & Structural Engineering
- Planning Supervisor (provisional)

The Project Manager will act as team leader or lead consultant throughout the duration of the commission, and will manage the team .

General Duties of the Team

- Attend relevant meetings of Project Board/Team Meetings and support as required. As a guide, but teams are to make their own judgement, refer 2.11.
- Remain up to date and responsive to changes in legislation or guidance on all matters relative to the project and PFI/PPP.
- Be responsive to demands for input at short notice.
- Advise the Board on general issues of; assets transferring to the private sector; on-going advice on government policy; compliance with SCIM, SEHD, DoH, OGC and Treasury procedures; compliance with Local Council planning procedures. Compliance with legislation and NHS Design Guidance.
- Ensure that advice is consistent with SEHD, DoH, SOPC4 standard form contract and Treasury Taskforce model contract templates.
- Work closely with other advisors, legal, financial etc.
- Assist the Board with guidance on 1) FM & hotel services, 2) group 2, 3 and 4 equipment, and 3) existing, retained estate in the PFI project.
- The team will be required to prepare a full set of electronic ADB room data sheets for the ITPD process, allocating 1 set (comprising 4 pages), per room as listed in the schedule of accommodation. The lead role for this process must be identified in your submission.
- Participate in SEHD Key Stage Review at various stages throughout the life of the project, teams should anticipate to be involved in:
 - PUK – 3 reviews
 - Gov Gateway – 5 or 6 reviews
 - A+DS – 2 reviews
- Team to familiarise themselves with all existing site data, all project related design and technical data developed during stage one. All technical data related to Board funded enabling works which will be underway during period 2007 -2009, note then TA team will not be delivering these projects, but need to be aware of them for any impact on NSGH projects.

Listed below are some of the key activities and tasks envisaged at each stage on the basis of a 3-2-1 ITPD process, your bid should be prepared on this basis. Market forces may dictate an alternate number of bidders and hence format, this will be reviewed as the project develops and after a clear view of demand is made by the Board. The Board reserve the right to review the TA teams fee bid in this respect should an abridged or alternative route be taken, this will be undertaken by mutual discussion and agreement, based on a revised scope of service.

Key Team Activities and Tasks for Stage One – COMPLETED. Note- page grey text as work complete, not part of commission but included for reference.

- Advice and input to Initial Agreement submission by Board to Scottish Executive.
- Brief development and functional content, maintain and develop through to detailed schedule of accommodation for tender purposes. This will involve extensive discussions with the Board's project team and in house user groups, and will involve a number of revisals (2).
- Development of healthcare planning solutions and design for new hospital to feed into option appraisal exercise, to include phased development of site.
- Development of site campus plan and associated phasing diagrams, this will be an ongoing process.
- Preparation of Outline Business Case (lead by Board) and associated design option appraisal exercise. TA team input on Capex and costs for options incl. optimism bias review, design, site costs and abnormalities, phasing, scheme content, FM and running costs, risk and sensitivity, options, lifecycle costs, energy, equipment, VFM, selection preferred option the list is not exhaustive.
- Preparation of robust Public Sector Comparator design based on current design guidance and brief requirement.
- Participate in SEHD key stage review, PUK review and any associated high level design and environmental review of the PSC design.
- Assist the Project Team with discussions between the Board and Scottish Executive to gain approval of OBC and approval to proceed from the Capital Investment Group.
- Assist with presentations to the NHS Board and local community on proposals to develop the Southern General Hospital campus.
- Undertake dialogue (as part of the design process) with the City Council, Scottish Water and other statutory bodies relative to roads, accessibility (all modes), drainage infrastructure, flooding, utility services, town planning, traffic and transport generally, car parking, fire access and all site related matters to feed into the tender documentation. The TA team will be expected to be fully involved with this process, especially on main services, roads and town planning matters.
- Preparation and submission of Campus Development Plan (December 2006).
- Preparation and submission of Outline Planning application and associated EA and TIA (Submitted April 2007).
- Assist with presentations and attend open days as part of the project marketing
- End of stage prepare and submit progress report by TA team, with recommendation for next stage. To include summary of all the activities above, the design process, all drawings and specifications used for capex.

Key Team Activities and Tasks for Stage Two A – OJEU, MOI, PQQ and Preparation of a full Invitation to Participate in Dialogue (ITPD) document.

- Co-ordinate the compilation and complete ITPD documentation to approval of Boards Project Director. Specifically:
 - a) **Project Manager**
 - Prepare full design evaluation process for Competitive Dialogue programme.
 - Prepare and complete the Board's construction requirement for ITPD document.
 - Continuous updating of cost profile for the client.
 - Lead on review of payment mechanism in conjunction with Financial Adviser.
 - Lead on all Hard and Soft FM issues.
 - b) **Architect**
 - Continuous interaction with City Council and A+DS to secure outline planning consent.
 - Prepare 1:500 departmental relationship drawings for Laboratory Block, further develop proposals for FM service yard to take account of the block plan design, includes linkage to main hospital block.
 - c) **Health Planning**
 - Lead process of developing operational policy / clinical output specifications including facilitating all required dialogue and meetings with Clinical Staff, producing final documents and agreeing with user groups.
 - d) **Mechanical & Engineering**
 - Lead on all M&E system requirements i.e. operating requirements, existing site engineering services, design spec standards, all specialist engineering systems.
- Further review all technical data, drawings, costs, schedules and formal submissions prepared and completed during Stage 1. Allow for personalisation as and if required.
- Allow for familiarisation period with NHS Project Team, if required. Confirm timescale in bid.
- Prepare project programme for full re-development programme (2007-2014) for approval of the project Director. Regularly monitor progress and advise Project Director of any actions required. Note: the current project timescale and capex for the OBC is based on the current target master programme.
- Further development of Stage 1 PSC design drawings for the New Children's Hospital (NCH) and New South Glasgow Hospital (NSGH), that includes 1 No. site plan, 1:500 departmental relationship drawings at 6 main levels with ward stack repeated (6 No.), and 1:200 departmental drawings 5 per facility 10 No.).
- Develop 1:500 site and departmental plans for the New Laboratory Block, bring design in line with NCH and NSGH.
- Assist with preparation of OJEU Consortia Advert.
- Fully develop, with Users, the Clinical Output Specifications for all clinical developments.
- Develop ADB room data sheets for key rooms within all departments to be included in ITPD documentation, reduce number where repetition but all major room types with variations to be developed during this stage. Allow for review with users and update prior to issue with ITPD documentation in Stage 2B.
- Prepare Memorandum of Information and Pre Qualification Questionnaire as part of OJEU Consortia enquiry process, again for Project Director approval. Arrange for the printing of same, cost of specialist printing requirements will be paid by Board as per 4.12.
- Attend project launch day, and prepare suitable presentation material, assist with presentations
- Assist the Project team with response to request for further information during PQ process.

- Participate in the Consortia selection process and short listing to include review and evaluation of Expressions of Interest to PQQ.
- The preparation and physical publication of the ITPD documentation will be co-ordinated and undertaken by the TA team, although a number components will be prepared by the NHS Project Team or other advisers. This refers to all components of the ITPD to include strategic background and Boards requirements, output specifications, the contract full clinical brief and operational policies, PSC design, campus plan, estates and facilities specs, draft payment mechanism, FM, telecoms equipment and IT strategy and follow guidance for ITPD content from NHS Estates / D of H.

As a guide the key components are;

- Overview
 - Technical and Construction requirements
 - Contract and commercial
 - Financial
 - Legal
 - Non clinical FM services
 - Clinical services
- In conjunction with NHS Project Team and Planning Adviser, continue dialogue with Glasgow City Council, Architecture+Design Scotland and public/private utility bodies to conclude discussion on site wide issues, and conclusion on any outstanding matters on the master plan process. Conclude discussions on power and gas service supplies with main carriers.
 - Prepare, and publish a full package of ITPD documentation suitable for Competitive Dialogue procurement for a major healthcare redevelopment as per board's requirements for approval by the Project Director.
 - Prepare end of stage report for approval by Project Director, summarise works and output, and key matters relative to capex, lifecycle, programme technical matters and the current design proposals. Await approval from Project Director before proceeding to next stage.

Key Team Activities and Tasks for Stage Two B – Invitation to Participate in Dialogue to Invitation to Submit a Final Bid

- Issue ITPD documentation to selected Consortia – max 3.
- During this stage further develop ITFB documentation and information for next stage, this refers all components of the ITFB to include FM, design, room data sheets, clinical requirements, brief and operational policies, telecoms/IT and equipment, output specs, financial and risk information, financial model, all for approval by Project Director. Note much of this information will be developed in conjunction with the Board's Project Team and user groups and ongoing development and detail of the project requirements.
- Generally maintain and update project management documents, schedules and programmes to take account of progress and change as project evolves through stage.
- Respond to Consortia queries and attend briefing meetings with teams throughout ITPD Competitive Dialogue process with maximum of 3 consortia. Attend bidders meetings and presentations throughout stage.
- Support the Board in the 'user' evaluation of the 3 No Consortia design proposals at this stage, by developing approaches to enable users to fully understand the design, technical and clinical operational issues implicit in the Consortia design proposals. (The TA Team will be extensively involved in attending many User Groups meetings).
- Participate in the full review and evaluation process of 3 No. ITPD responses, provide clarification as required on all technical matters, short list and prepare a full report giving the Project Director a recommendation for those to proceed to next stage based on at least site plan, functionality, healthcare design and technical specifications and systems. The report should also include any significant areas of deviation from the output specification and compliance statement and detailed 'technical' and 'user' evaluations.

- Present recommendations to project Executive Group.
- Prepare and publish ITFD documentation for next stage, anticipated 2 teams.
- End of stage progress report by TA team, with recommendation for next stage, await approval from Project Director to proceed to next stage.

Key Team Activities and Tasks for Stage Three – ITFB to Selection of Preferred Bidder

- Complete and issue ITFB documentation to Consortia teams, anticipated max 2.
- Respond to Consortia queries and attend briefing meetings with teams throughout ITFB bid preparation stage.
- Support the Board in the 'user' evaluation of the design proposals as they develop, by developing approaches to enable users to fully understand the design, technical and clinical operational issues implicit in the Candidate design proposals.
- Participate in SEHD stage review and any associated design and environmental review of the PSC and Consortia designs prior to selection of preferred bidder. Provide report on same.
- Participate in review and evaluation of all aspects of ITFB responses, provide clarification as required on all technical matters, short list and recommendation for PB selection. Prepare technical report on ITFB submissions, including evaluation process and giving recommendation to the Project Executive Group. The report should also include any significant areas of deviation from the output specification and compliance statement and detailed 'technical' and 'user' evaluations.
- Participate in the negotiations and selection of a preferred bidder.
- Assist the Board in the detailed financial evaluation of the construction element of the project.
- Full review and assistance with negotiations on payment mechanism, facilities management matters and service level specification and agreement.
- Assist the Board in evaluation of bidders construction management plan.
- Assist the Board in preparing a robust evaluation and approval mechanism to ensure effective management of the process leading to agreed:

- 1:200 whole hospital layout plans, sections, elevations and related drawings.
- 1:50 detailed layout plans, room data sheets and drawings for key rooms.
- 1:200 and 1:500 site layout plans and drawings.
- 1:500 phasing diagrams/development control plan.
- External vehicle management including car parking, road design and traffic control.
- Links to existing hospital, detailed project phasing, decanting and commissioning plans, external pedestrian routes and general landscaping.
- building construction and services specifications.
- Health & Safety Plan
- Quality Plan
- FM service agreements

This stage will involve frequent meetings with bid teams to review and agree design and technical matters and the team should state the allowance within their bid submission.

- Participate in the full review and evaluation process of 2 No. ITFB responses, provide clarification as required on all technical matters, short list and prepare a full report giving the Project Director a recommendation for preferred bidder based on at least site plan, functionality, healthcare design and technical specifications and systems and information listed above. The report should also include any significant areas of deviation from the output specification and compliance statement and detailed 'technical' and 'user' evaluations.
- End of stage progress report by TA team, with recommendation for next stage, await approval from Project Director to proceed to next stage.

Key Team Activities and Tasks for Stage Four – Preferred Bidder to Financial Close.

- Support the Board in the final clarification and confirmation process to agree all design, building services and technical requirements for contract close.
- Assist the Board to finalise agreement and sign off on all drawings, technical specification, Board construction requirements, equipment lists / room data information, drawings as listed in previous stage.
- Assist the Board in the detailed financial evaluation of the construction element of the Consortia proposals.
- Participate in Gov. Gateway key stage review, PUK review and any associated design and environmental review of the PSC and PB design prior to financial close. Provide report on same.
- Full review and assistance with negotiations on payment mechanism, facilities management matters and service level specification and agreement.
- Support the Board in the negotiation process with the preferred partner to secure vfm solution and financial close.
- Assist the Board in evaluation the preferred bidder's construction management plan.
- Assist the Board in drafting and securing sign off of the Full Business Case.
- Respond to due diligence queries related to financial close..
- Support the Board in the preparation of document for financial close.
- **Note: teams should make adequate allowance within their bid for the likely high frequency of meeting by various key team members in the run up to FC.**
- End of stage progress report by TA team to confirm compliance or otherwise of the final solution to the original ITPD & ITFD documents, always acknowledging the process that has been gone through and the inevitable change. In other words an audit trail of key movements, changes and decisions on design and technical matters throughout the process and their impacts on design, operation and cost. Await approval from Project Director to proceed to next stage.

Key Team Activities and Tasks for Stage Five – Implementation, Construction and Design Development

- Actively participate and assist the Board in evaluating and agreeing 1:50 detailed layouts, room data sheets and drawings, outstanding at Financial Close. Note this will be a substantial exercise.
- Liaise with Clinicians and Project Co. in order to assist the Board in evaluating and agreeing clinical aspects of 1:50 detailed layouts, room data sheets and drawings outstanding at Financial Close.
- Assist the Board in evaluating detailed design and its compliance with the Project Agreement, including development of interior design and fitted furniture requirements.
- Agreement with reference to statutory requirements specification and NHS Design guidance.
- Assist the Board in compiling its Group II equipment requirements.
- Assist the Board to monitor construction progress.
- Monitor the Project Co's communications with all Statutory bodies so as to ensure all appropriate approvals have been obtained.
- Monitor the construction programme against the Project Agreement and produce monthly reports to the Board which give the current status of progress, statutory consultations and highlight any non-compliances with the Project Agreement.
- Inspect the project at practical completion, agree schedule of outstanding items/defects with consortia, including remedial action. Monitor progress/quality of remedial works.
- Assist the Board in Post Project Evaluation in accordance with the NHS Scottish Capital Investment Manual.

- Active involvement and management of commissioning team to enable migration of staff from old to new facilities. This will involve equipment and logistics, migration plan, orientation of staff to new facilities and keeping staff up to date on progress on a regular basis.
- Provide cost advice and guidance as required on design and other related change orders throughout the construction phase. Participate in any related negotiation with Consortia.
- Assist the Board to manage and review proposed changes and requests for information generated by the contractor, include associated costs and programme issues.
- Assist the Board to make applications for variations to the Project Agreement and help assess contractor proposals and costs.
- Generally assist the Board to manage the daily interface between the Board and Project Co., and the construction team.

Key Activities and Tasks for Stage Six – Post Project Evaluation and Defects

- Participate in the preparation of PPE documentation for the project, in accordance with the NHS Scottish Capital Investment Manual. This will commence post operational opening of facilities and will be undertaken over a period of 2-3 months, likely to complete circa 9 months after opening.
- Participate in 12 months defects inspection on behalf of the Board, prepare comprehensive lists and participate in any associated negotiations to conclude. Include an allowance you consider appropriate for this function and an assessment of hours based on date for final inspection.

PROJECT MANAGER – KEY ROLE AND RESPONSIBILITIES

Key aspects of Project Manager's role:-

- Manage the work and output of the Technical Advisory team, and act as main point of contact reporting direct to the Board's Project Director or nominee.
- Represent Technical Advisory team at all key meetings (NHS, legal, consortia), or delegate by prior agreement with the Board's Project Director.
- Development and management of project plan, with regular review and update as required.
- Develop and manage risk register IT PD to completion of works.
- Co-ordinate interface with operational hospital staff, and adjacent works projects as required.
- Resource management of TA team to ensure proper delivery of service to the Board.
- In discussion with the Boards Project Director, develop lists of key activities, programme and actively manage each stage of project delivery, advising PD on corrective action as required.
- Prepare monthly progress reports on TA team activity for the Project Director, to be circulated 5 working days in advance of TA monthly team meetings.
- At the end of each stage, prepare a technical progress report for approval by the Project Director, with recommendations on actions to proceed, to include comment on timetable, costs, site, estates, facilities, build and construction, planning and design, risk and value management, compliance of bidder proposals, technical evaluations, site infrastructure, town planning and progress with negotiations.
- Manage team input through all stages of procurement process through to completion of project.
- Fully lead, manage and develop Payments Mechanisms and calibrations for all FM Services.
- Meet regularly with Project Director to review progress, timetable, costs and design development.
- Lead the preparation and structuring of all key documents for ITPD / ITFD process to provide a 'designed' published output eg it looks like a single document.
- Manage the technical review of Consortia proposals during the Competitive Dialogue process for interim and final bids, also at Financial Close.

ARCHITECT – KEY ROLE AND RESPONSIBILITIES

Key aspects of Architects role:-

- Take lead on all matters relative to architectural, building and site master planning, interior design, room layouts, fire engineering, escape and safety, fabric, components and their life-cycle, phasing and construction.
- Update PSC design through to FBC as required.
- Actively participate in room layout development and sign off process. (Note - This process due to volume of drawings, may straddle financial close subject to timetable and bidder risk issues).
- Assist with preparation of IT PD documentation, the bid process and evaluation at all stages.
- Manage AEDET and any related design lead review processes as required at relevant stages.
- Participate and support the development of room data sheets for IT PD document. This is a team responsibility which will be lead and managed by the Healthcare Planner.
- Review bidders proposals at all stages for compliance with IT PD/ITFD requirements, participate in the production of technical reports at the end of each stage, to include aspects on architectural, building construction, healthcare design, interior design, landscape and master planning.
- Required to be based in the Board's Project Office at critical stages of project to be determined by the Board.
- In conjunction with Project Director, take team lead on discussions with Architecture + Design Scotland.
- Review design proposals developed at Stage 1, allow for personalisation as and if required.
- Note the Board will not permit re-design of any elements without written direction from the Project Director.

HEALTHCARE PLANNER – KEY ROLE AND RESPONSIBILITIES

Key aspects of Healthcare Planners role:-

- Take lead on all matters relative to clinical design, clinical output specifications, operational policies, functional content (Schedules of Accommodation), within Technical Advisory team. Review the schedules of accommodation prepared as part of Stage 1 and comment as required.
- Lead in development, preparation and review of room data sheets for IT PD/ITFD documentation, to include 1 iteration with user groups. This will assist with the preparation of equipment lists for the Board's internal use. It is the intention to provide RDS/ADB information for all key rooms on basis of standardising rooms to avoid prolonged exercise. Respondents should provide within their submission their proposal to undertake this time consuming exercise to balance this against ensuring the clients requirements are full made plain to the bidders.
- Lead the development of Clinical Output Specs / Operational Policies for all departments within Project, working closely with NHS staff to agree and sign off a standard reference document for the ITPD/ITFD briefing process and documents. Work with other team members to complete this important aspect of the clinical brief.
- Actively participate in design development process between user groups and bid design team through to financial close.
- Lead in clinical and healthcare planning design reviews from bidders and evaluation meetings at each stage of the process.
- Input to reports on bids at ITPD, ITFB and Financial Close stages of the project in respect of healthcare planning solutions, and as required for OBC and FBC submissions by the Board.
- Review bidders proposals at all stages for compliance with ITPD requirements, participate in the production of technical reports at the end of each stage, to include aspects on healthcare planning and design, good practice, compliance with National healthcare standards.
- Required to be based in the Board's Project Office at critical stages of project to be determined by the Board.

BUILDING SERVICES ENGINEER – KEY ROLE AND RESPONSIBILITIES

Key aspects of Building Services Engineer's role:-

- Take lead on all matters relative to mechanical and electrical engineering services, energy and environmental matters, integration with existing hospital and other main utility services.
- Assist with the Design Development process and input to the ADB room data and room layout processes to focus on environmental conditions, air changes, room temperatures, humidity any specialist filtration, negative or positive pressure systems. Also review and advise on M&E equipment, including the location of M&E apparatus such as light and power switches, light fittings, air handling grillage, heating, powered medical equipment, telecoms and IT.
- Provide advice and guidance on the integration of large scale Group II equipment such as specialist imaging, PACS, MRI, CT and any special shielding requirements. Ensure all relevant standards are met.
- Review bidders proposals at all stages for compliance with IT PD/ITFD requirements, participate in the production of technical reports at the end of each stage, to include aspects on building services.
- Required to be based in the Board's Project Office at critical stages of project to be determined by the Board.
- Ensure environmental and sustainable design concepts and practices are incorporated into the Boards Output specification and are demonstrated by bidders in their responses through to FC and use.
- Required to be based in the Board's Project Office at critical stages of project to be determined by the Board

COST CONSULTANT / QUANTITY SURVEYOR – KEY ROLE AND RESPONSIBILITIES

Key aspects of Cost Consultants role:-

- Provide advice on building and life cycle costs throughout IT PD/ITFD stage through to financial close, and update as required, assist with negotiations with Consortia on cost matters relative to capex and lifecycle.
- Review Stage 1 DCAG cost plan provide comment to project Director as required.
- Review bidders proposals at all stages and benchmark against PSC capital cost plan.
- Continually update PSC Cost plan.
- Review bidders programme for construction and any associated works at all stages.
- Provide detailed input on construction management aspects of bidders proposals at all stages.

- Review bidders proposals at all stages for compliance with ITPD requirements, participate in the production of technical reports at the end of each stage, to include aspects related to capital costs, lifecycle costs and general construction / build management and programme.
- Prepare and maintain costed risk register for regular review by Project Team.
- Assist the Project Manager in the development of Payments Mechanisms and calibrations for all FM Services in conjunction with financial adviser (EY).
- Required to be based in the Board's Project Office at critical stages of project to be determined by the Board.

CIVIL AND STRUCTURAL ENGINEER – KEY ROLE AND RESPONSIBILITIES

Key aspects of civil and structural engineer's role:-

- Take lead on all matters relative to structure, site external works and roads, main drainage, connections to existing buildings and demolitions within Technical Advisory team.
- Assist with the preparation of a robust PSC design including costs.
- Review bidders proposals at all stages for compliance with IT PD/ITFD requirements, participate in the production of technical reports at the end of each stage, to include aspects civil and structural engineering, site infrastructure and drainage.
- Required to be based in the Board's Project Office at critical stages of project to be determined by the Board.

Facilities Management Advisors Role

The Board require the Technical Advisory team to provide detailed input on aspects relative to Hard FM and Soft FM services throughout the ITPD/ITFD stage, through to detailed negotiations with Project Co. This will be in conjunction with the Board's Facilities Department.

The adviser will also be actively involved in preparation of output specifications, negotiations and review of service level agreements with Project Co., as well as the initial development, the negotiation and agreement of the payment mechanism.

Meetings between Board staff and bidders at all stages.

Evaluation of bids at all stages.

A breakdown of time and anticipated tasks by this individual(s) for each stage of the Bid Development Stage should be included within the team response. Note a breakdown of key tasks has not been included within the following schedules.

PLANNING SUPERVISOR – KEY ROLE AND RESPONSIBILITIES

NOTE: TECHNICAL ADVISORY TEAMS RESPONDING TO THIS DOCUMENT SHOULD INCLUDE FOR THIS SERVICE BUT AT DATE OF TENDER THE SUPPLY OF THIS SERVICE IS ON A PROVISIONAL BASIS. TEAMS RESPONDING ARE ASKED TO PROVIDE THEIR UNDERSTANDING OF THE ROLE AND REQUIREMENTS OF THE BOARD IN RESPECT OF CDM REGULATIONS FOR THIS TYPE OF PROCUREMENT.

Key aspects of Planning Supervisor's role:-

- Take lead on all matters relative the CDM Regulations and health & safety matters generally within Technical Advisory team.
- Point of contact with HSE for Technical Advisory team.
- Assist with the preparation of a robust PSC design including costs.
- Preparation of H&S pre tender plan.

SIGNATURES

DATE: _____

AS WITNESS the hands of the parties the day and year first above written

Signed: _____
(Client)

Witness to the signature of the client: _____

Name: _____

Address: _____

Description

Signed: _____
(Consultant)

Witness to the signature of the consultant: _____

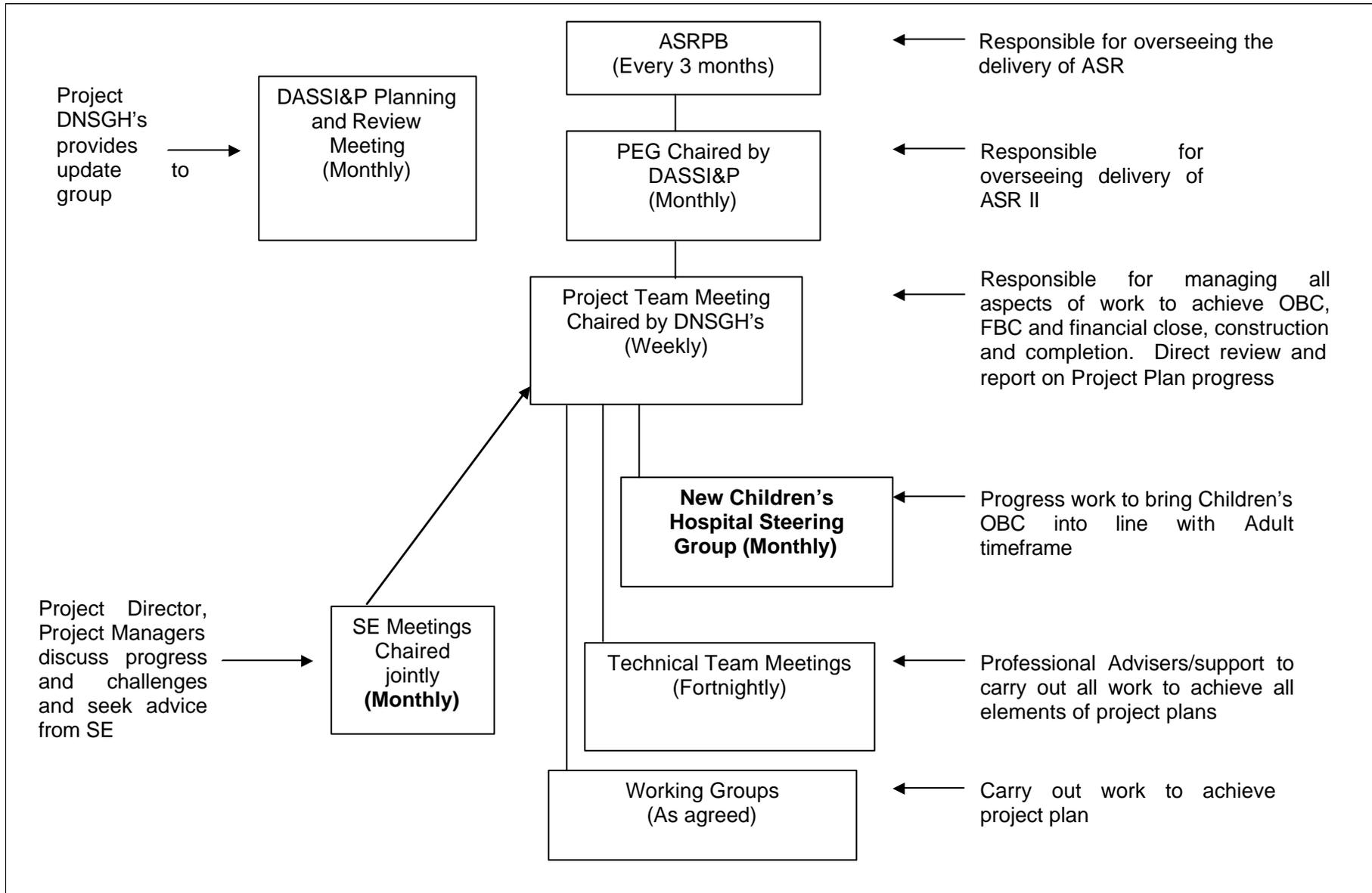
Name: _____

Address: _____

Description

APPENDIX A

PROJECT MANAGEMENT ARRANGEMENTS



APPENDIX B

FORM OF OFFER

NHS Greater Glasgow & Clyde

STATEMENT OF BONA FIDE TENDER

TENDER FOR TECHNICAL ADVISORY SERVICES
FOR
NEW SOUTH GLASGOW HOSPITALS PROJECT

CLOSING TIME/DATE: _____

The essence of selective tendering is that the client shall receive bona fide competitive tenders from all firms tendering. In recognition of this principal, we certify that this is a bona fide tender, intended to be competitive, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do any time before the returnable date for this tender any of the following acts:

- a) Communicating to a person other than the person calling for these tenders the amount or approximate of the tender herewith submitted;
- b) Entering into agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted;
- c) Offering or paying or giving or agreeing to pay or give any sum of money Or consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender for the Said work any act or thing of the sort described above;

In this certificate, the word "person" includes any persons and anybody or association, corporate or incorporate and "any agreement or arrangement", includes any such transaction, formal or informal, whether legally binding or not.

SIGNED _____

NAME (please print) _____

DESIGNATION _____

NAME OF COMPANY/FIRM _____

DATE _____

APPENDIX C

OFFER QUALIFICATION PAGE

**TENDER FOR TECHNICAL ADVISORY SERVICES
FOR
NEW SOUTH GLASGOW HOSPITALS PROJECT**

CLOSING TIME/DATE

THE TENDERER MUST ENTER ON THIS SHEET ANY CLAUSE, CONDITION, AMENDMENT TO THE SPECIFICATION OR ANY OTHER QUALIFICATION OR COMMENT HE MAY WISH TO MAKE CONDITIONAL TO HIS OFFER. THIS SHEET MAY BE USED TO LIST/CLARIFY THE SERVICES INCLUDED FOR IN THE TENDER.

SIGNED: _____

NAME (Please Print) _____

DESIGNATION: _____

NAME OF COMPANY: _____

DATE: _____

APPENDIX D

HEALTH AND SAFETY PREQUALIFICATION QUESTIONNAIRE

PROJECT TITLE:

APPOINTMENT:

Please submit details if you answer 'YES' to questions noted with SD in the margin.

Agents to complete sections 1 & 2

Designers to complete sections 1, 3, 4 & 5

Planning Supervisors to complete 1, 3, 4 & 6

COMPANY DETAILS:

Name:

Address:

.....

.....

Telephone:

Fax:

Contact:

STAFF DETAILS:

Number of Professional Staff:

Number of H&S Qualified Staff:

Number of Technical Staff:

Number of Administration Staff:

Total:

RELEVANT EXPERIENCE:

.....

.....

.....

.....

.....

.....

.....

.....

INFORMATION PROVIDED

Please detail below other supporting documentation submitted with this questionnaire.

.....

.....

.....

.....

.....

.....

.....

.....

.....

Name:

Position:

Signed:

Date:

| 1. EMPLOYER HEALTH & SAFETY | | | |
|--|--|--------|----|
| 1.1 | Do you have a Health & Safety Policy? | YES/NO | SD |
| 1.2 | Do you employ a Health & Safety Advisor or Consultant? | YES/NO | SD |
| 1.3 | Do you have procedures for reporting injuries, diseases and dangerous occurrences? | YES/NO | SD |
| 1.4 | Have you had any fatal accidents within the last three years? | YES/NO | SD |
| 1.5 | Do you have procedures for carrying out Health & Safety risk assessments? | YES/NO | SD |
| 1.6 | Do you have procedures for informing and training employees on Health and Safety issues? | YES/NO | SD |
| 1.7 | Do you have procedures for carrying out COSHH risk assessments. | YES/NO | SD |
| 1.8 | Do you have procedures for auditing Health & Safety? | YES/NO | SD |

| 2. AGENT CDM MANAGEMENT PROCEDURES | | | |
|---|---|----------------------------|----------------|
| 2.1 | Are you Quality Assured? | YES/NO | SD |
| 1.2 | Do you have written procedures for the assessment of competence and allocation of resources of:- Planning Supervisor Designer Principal Contractor | YES/NO YES/NO YES/NO | SD SD SD |
| 1.3 | Do you have draft schedules of duties/conditions of contract for the appointment of:- Planning Supervisor Designer Principal Contractor | YES/NO YES/NO YES/NO | SD SD SD |

| 2. AGENT CDM MANAGEMENT PROCEDURES (continued) | | | |
|--|---|--------|----|
| 2.4 | Should an unacceptably high risk be identified what actions would you take? | YES/NO | SD |
| 2.5 | Do you have written procedures to assess projects with respect to the application of the CDM Regulations? | YES/NO | SD |

| 2. AGENT CDM MANAGEMENT PROCEDURES (continued) | | | |
|---|--|--------|----|
| 2.6 | Please give details of the action you will take in the event of a Health & Safety Plan being incomplete at the date of construction? | YES/NO | SD |
| 2.7 | How do you propose to make available Health & Safety Files to occupiers of the properties you are responsible for? (Only applicable to Factors/Managing Agents) | YES/NO | SD |

| 3. HEALTH AND SAFETY DESIGN KNOWLEDGE | | | |
|--|---|--------|----|
| 3.1 | Do you employ a Health and Safety design advisor or consultant: | | |
| | In-house? | YES/NO | SD |
| | Externally? | YES/NO | SD |

| | | | |
|------|--|--------|----|
| 3.2 | Do you employ a fire safety design advisor or consultant: | | |
| | In-house? | YES/NO | SD |
| | Externally? | YES/NO | SD |
| 3.3 | Do you understand the key principles of Health & Safety management? | YES/NO | SD |
| 3.4 | Do you understand the main requirements of the Provision and Use of work Equipment Regulations? | YES/NO | SD |
| 3.5 | Do you understand the main requirements of the Personal Protective Equipment Regulations? | YES/NO | SD |
| 3.6 | Do you understand the main requirements of the Manual Handling Operations Regulations? | YES/NO | SD |
| 3.7 | Do you understand the main requirements of the COSHH Regulations? | YES/NO | SD |
| 3.8 | Do you understand the main construction Health & Safety legislation? | YES/NO | SD |
| 3.9 | Do you understand the main causes of fatalities and injuries in construction? | YES/NO | SD |
| 3.10 | Do you understand the main fire regulations and current fire standards? | YES/NO | SD |
| 3.11 | Please give details of sources of Health & Safety and Fire Safety information available in-house to staff. | | |

| 3. HEALTH AND SAFETY DESIGN KNOWLEDGE (continued) | |
|--|---|
| 3.12 | Please give details on how Health & Safety legislation and guidance information is kept up to date. |

| | |
|------|--|
| 3.13 | Please give details of Health & Safety training your staff have received in the last year. |
|------|--|

| 4. HEALTH & SAFETY DESIGN RISK MANAGEMENT | | | |
|--|--|--------|----|
| 4.1 | Do you understand the principles of risk assessment? | YES/NO | SD |
| 4.2 | Do you understand the principles of prevention and protection. | YES/NO | SD |
| 4.3 | Do you have documented procedures for design risk assessments? | YES/NO | SD |

| 5. HEALTH & SAFETY DESIGN MANAGEMENT PROCEDURES | | | |
|--|--|--------|----|
| 5.1 | Are you Quality Assured? | YES/NO | SD |
| 5.2 | Please give details of how identified risks are incorporated into contract documentation. | | |
| 5.3 | Please give details of how identified risks are communicated with the Planning Supervisor. | | |

| | |
|-----|--|
| 5.4 | Should the risk associated with an element of your design be increased due to a design decision by another member of the team what actions would you take? |
|-----|--|

| 6. CDM MANAGEMENT PROCEDURES | | | |
|-------------------------------------|--|--------|----|
| 6.1 | Are you Quality Assured? | YES/NO | SD |
| 6.2 | Please give details of how you will achieve co-ordination and co-operation of the designers. | | |
| 6.3 | Should an unacceptably high risk be identified in design with no reasonable control measures proposed by the design team, what actions would you take? | | |
| 6.4 | Please give details of how you will ensure the satisfactory development of the Health & Safety Plan by the Principal Contractor. | | |

| 6. CDM MANAGEMENT PROCEDURES (continued) | | | |
|--|---|--------|----|
| 6.5 | Please give details of how you will collate information for the Health & Safety File. | | |
| 6.6 | Do you have written procedures to develop Health & Safety Plans? | YES/NO | SD |
| 6.7 | Do you have written procedures to develop Health & Safety Files? | YES/NO | SD |

Appendix E – Site Plans

Figure 1: Site location on OS map

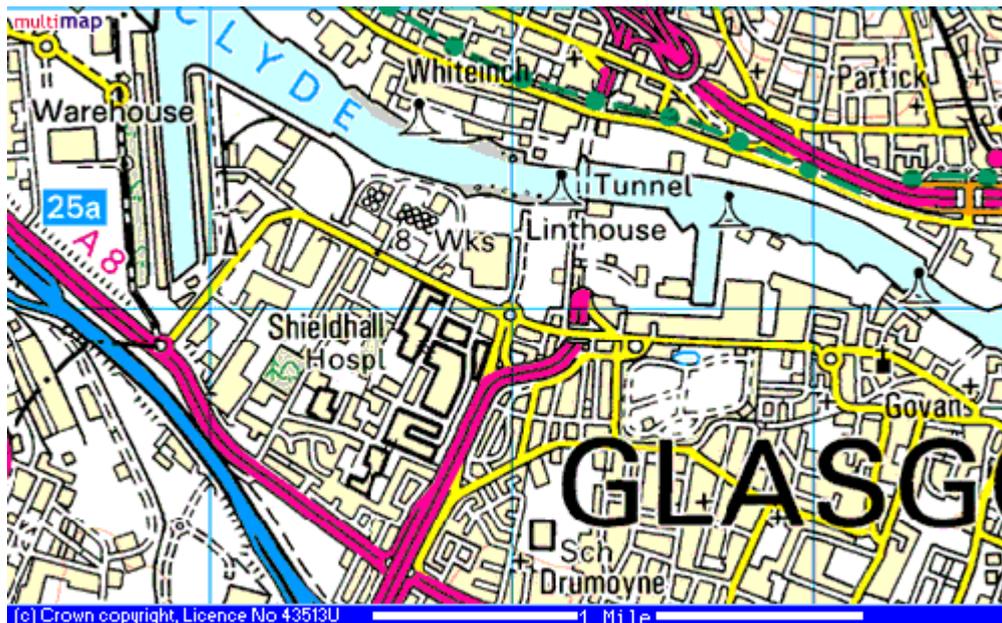


Figure 2: Aerial photograph of site showing site boundary



Southern General Hospital – Existing Land Use



Southern General Hospital – Existing Main Access Routes



Respondents may view the design output from Stage 1, at the Board's project offices in Hillington, Glasgow by making arrangements with the individuals noted in Section 1.5.

Please return your submission in a plain A4 envelope with the attached label. Do **not** apply or display company logos on this envelope.



Tender for Technical Adviser – New South Glasgow Hospitals Project

Mr John Hamilton
Head of Board Administration
NHS Greater Glasgow & Clyde
Dalian House
350 St Vincent Street
Glasgow
G3 8YZ.