

# Concept design for new Ambassador's Residence

Draft Invitation To Tender



Foreign &  
Commonwealth  
Office

RIBA   
Architecture.com

**INVITATION TO TENDER**

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## **Status of this Document**

This document has been prepared for the purposes of the RIBA managed competition to select an architect team to provide architectural design and related services for a New Ambassador's Residence at the British Embassy in Beijing on behalf of the Foreign & Commonwealth Office (FCO).

**PLEASE NOTE: This document is a draft and the Foreign & Commonwealth Office (FCO) reserve the right to make amendments. The final version will be issued following evaluation of the SQ responses to the shortlisted teams.**

## **1. INTRODUCTION**

The proposed new Ambassador's Residence is part of a larger plan to redevelop the British Embassy in Beijing to create a modern fit for purpose presence in China capable of projecting Britain's influence in this emerging global superpower.

The Foreign and Commonwealth Office (FCO) have singled out the Ambassador's Residence as an opportunity to showcase a design that fully reflects Britain and its values and are therefore seeking an architect of the highest calibre to develop the concept and then work in collaboration with the Overall Project team during the delivery phase.

Please see Phase 1 Briefing Paper for further information.

## **2. PROJECT BACKGROUND**

China is the world's fastest growing global power, and an emerging superpower. The 1.3 billion Chinese constitute 20% of the world's population. China is critical to HMG interests. This is reflected in a bilateral relationship which the Prime Minister described as "a partnership for growth and reform" and Premier Li called "an indispensable partnership". The Chinese frequently refer to a "golden era" of UK/Chinese relations.

Ministers have long been concerned that our estate in Beijing is a poor reflection on the UK and the long-term relationship with China. In 2015, the then Chancellor George Osborne committed to building a new flagship Embassy in Beijing 'to better reflect the importance of the UK/China relationship'.

Please see Phase 1 Briefing Paper for further information.

## **3. PROJECT AIMS**

The aim of this project is to provide a Residence to modern standards, in compliance with appropriate building codes (UK and Chinese), to provide a platform for the Ambassador to project Britain's global influence. The building needs also to be seismically resilient.

Please see Phase 1 Briefing Paper for further information.

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#### **4. THE SITE**

The British Embassy is considered as a single site, held on a long term lease from the Chinese authorities. However, this site is split into two parts, by an access road to the Indian Embassy situated to the north of the site. The current Residence site is located to the west of the road to the Indian Embassy. The current Embassy site is located to the east of the road to the Indian Embassy. This will be the site for the new Ambassador's Residence. It is a fairly flat site and measures approx. 7,982m<sup>2</sup>.

A full description of the site can be found in the link to the Stage 2 design pack which can be found here; <https://filetransfergb.atkinsglobal.com/message/muLlS3UZb1oQC1XhbqdKZU>

To avoid confusion and to give clarity the new Ambassador's Residence will be located on Site B as set out in Option 1 of the Stage 2 design pack.

##### **4.1. Topography and Ground Conditions**

Very limited information is available on ground conditions at the present time. However information that is available will be provided to the shortlisted companies.

#### **5. TECHNICAL CONSTRAINTS/REQUIREMENTS**

Design should include for all buildings to be seismically resilient and to use structural engineering techniques to ensure maximum resilience. Designs should meet UK and Chinese codes but incorporate latest technology.

Please refer to Phase 1 Briefing Paper for further details regarding Technical Constraints.

#### **6. GENERAL DESIGN CONSIDERATIONS**

The building should be a showcase for design and products that fully reflect Britain and its values.

Security is paramount and consideration needs to be given to the procurement of materials, the site layout, the building fabric and the internal layout to ensure the optimum provision.

The Residence design should complement the other buildings to be constructed on the site. The stage 2 design information gives an indication of the scheme, and its likely layout and form.

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## 7. FENG SHUI

Thought needs to be given to design as a representational building of British heritage and expertise but also to respect Chinese sensitivities, such as Feng Shui. The FCO do not want to have a building which does not respect that guidance and they will engage a Feng Shui consultant as part of the Embassy Team.

## 8. UTILITIES & SERVICES

Copies of existing services and survey information will be made available to the successful consultant. The stage 2 design report should give sufficient information for the purpose of this competition.

## 9. SCHEDULE OF ACCOMMODATION & BUDGET

A schedule of requirements is provided and forms part of the stage 2 design report.

## 10. ANTICIPATED PROJECT PROGRAMME

Milestone	Timeframe
Appointment of design team & commencement of concept design	October 2019
Submission of Planning Application	starting 2020
Planning Permission Granted	tbc
Procurement; enabling works etc.	End 2020
Start on site	Summer 2021
Practical Completion	2023
Fit-out period	2023/4
Opening	2024

## 11. SUPPORTING INFORMATION

The following supporting information will be available for shortlisted teams to download from RIBA Submit:

- Survey drawing indicating red line site boundary (PDF and DWG)
  - Stage 2 design report
- Tender Documentation**
- Appendix 1: Form of Tender (Word format, to be completed as part of Tender return)
  - Appendix 2: Declaration of Authorship form (Word format, to be completed as part of Tender return)
  - Appendix 3: Draft Contract and Scope of Services

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The unique link to RIBA Submit will be issued to shortlisted teams

## **COMPETITION CONDITIONS**

### **12. INTRODUCTION**

RIBA Competitions has been appointed to manage and administer the selection process on behalf of the client for the competition.

Following the Selection Questionnaire phase, five teams have been shortlisted to proceed to the Tender (competitive interview) phase, which is seeking to identify an architect to provide architectural design for the new Ambassador's Residence in Beijing.

The shortlisted architect firms (in alphabetical order) are as follows:

- 1.
- 2.
- 3.
- 4.
- 5.

As part of the Tender return, shortlisted teams will be required to illustrate their initial approach to the commission with a 4 page summary comprising two sketches, an indicative programme for the concept design process and an indicative fee for carrying out the concept design work up to and including RIBA stage 3.

The successful consultant will be retained in an advisory role up to the completion of RIBA stage 4. The successful consultant from this competition will be engaged by the Project PM and main scheme design team, under NEC4.

The evaluation process will conclude with each design team being invited to make a presentation and answer questions from the Evaluation Panel at a clarification interview.

### **13. ELIGIBILITY**

As determined at the Selection Questionnaire phase, the architect team must include an architect who has the right to practice in the country where he/she is qualified or in the country where he/she currently resides or practices.

No member of the Evaluation Panel, employees of FCO, their advisers, or any third party connected to this procurement (including any partners, close associates or employees of them) shall be eligible to compete or assist a team.

#### 14. TIMETABLE

The Timetable (which may be subject to alteration) is as follows:

Activity	Date (estimated)
Issue OJEU Notice	Tuesday 9 July 2019
Release of Briefing Information & Selection Questionnaire	Wednesday 10 July 2019
Latest date for queries relating to the SQ	Tuesday 22 July 2019
Deadline for receipt of SQ returns	14.00hrs – Thursday 8 August 2019
Evaluation meeting and selection of shortlist	w/c 12 August 2019
Shortlist notified	Friday 16 August 2019
Notification to unsuccessful candidates	
Issue of Design Brief & ITT to shortlist	Friday 16 August 2019
Briefing session for shortlisted teams at FCO	w/c 19 August 2019
Latest date for queries relating to the ITT	Friday 30 August 2019
Memorandum issued in response to queries	Tuesday 3 September 2019
Submission deadline	14.00hrs – Monday 16 Sept 2019
Clarification interviews & presentations	w/c 23 Sept 2019
Notification of result and start of 10 day Standstill period	w/c 30 Sept 2019
Winning press release announcement	w/c 21 Oct 2019

The Timetable is indicative only and FCO reserve the right to change it at its discretion. You will be notified of any changes made to the timetable.

#### 15. GROUP BRIEFING SESSION FOR THOSE SHORTLISTED

Shortlisted teams will be given the opportunity to attend a group briefing session to be held w/c 19 August 2019. This will provide teams with an opportunity to meet client representatives to learn more about their aspirations for the new building. A maximum of two attendees may attend the briefing session per team. General Questions and Answers will be documented, with formal responses issued to all teams, together with those submitted in response to the subsequent written question deadline.

#### 16. CLARIFICATION QUESTIONS

Questions for clarification should be submitted via email to RIBA Competitions ([riba.competitions@riba.org](mailto:riba.competitions@riba.org)) by 17.00hrs on Friday 30 August 2019. The intention will be to issue a Clarification Memorandum based on all submitted questions to all participating teams as soon as practicable after the deadline and no later than Tuesday 3 September 2019. Advice arising from queries will be circulated to all parties involved in the selection process where doing so is in the interest of

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maintaining transparency and fairness in the procedure, and would not constitute a breach of commercial confidentiality.

## **17. BID DELIVERABLES AND SUBMISSION REQUIREMENTS**

The design competition submission should outline the design team's approach and how it would work with client representatives and other stakeholders to realise the aspirations for the New Ambassador's Residence. The submission should respond to and provide sufficient detail for the Criteria outlined in **Section 21.2** to be evaluated.

There are five elements to the submission which are outlined below.

### **17.1. A3 Sketches**

The proposed approach to the project and design sketches should be submitted on a maximum of 2 x A3 design sheets contained within a single PDF file of <20Mb.

The sheets should be illustrated in a clear and succinct manner to enable the Evaluation Panel to readily understand the essence behind your approach, containing plans, elevations and impression of the main entertainment area.

### **17.2. A3 Design Report and Contents**

A short accompanying design report (maximum 4 single sides of A3, or double-side equivalent) should be prepared to summarise/expand on the information presented on the A3 sheets. An indicative programme for the concept design process plus an indicative fee for carrying out the concept design work should be included.

The report should be contained within a single PDF file of <15Mb. The report should be collated and laid out to address the points below in the order indicated:

- a) Description of the design approach** outlining how the proposed approach addresses the outline brief and the aspirations for the New Ambassador's Residence;
- b) Description of how the proposal relates to the other proposed buildings and grounds** - an outline approach to the landscaping of the site development should be included.
- c) Proposed team structure** and key personnel who would be involved in developing the design proposals. Please outline how you would propose to work with client representatives, the wider project team and other stakeholders to develop the proposals to meet the project aspirations, and ensure delivery of an aesthetically distinguished scheme, to programme and at an affordable cost.

#### **GENERAL NOTE**

The Evaluation Panel will expect key personnel identified in the report to be present at the Clarification Interviews.

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### 17.3. Schedule of Fees / Pricing Schedule

A Fee Proposal (fixed sum, exclusive of VAT) should be submitted to cover the cost of the architect team developing the proposals in sufficient detail to clarify the design and the project budget, leading to submission of planning application (RIBA Stage 3). The fee proposal should include all members of the proposed design team. Architectural input only is required – engineering input will be provided by the main design team.

It is envisaged that the selected architect will continue with the scheme in an advisory capacity working closely with the FCO's preferred delivery partner during stage 4. Refer to section 12 above.

The Fee Proposal should be broken down per RIBA Work Stages as below.

RIBA Stage	Stages 2 to 3	Stage 4	Total
	Fixed lump sum (Excluding VAT)	Time charge (excl VAT)	
Architect	£		
Other (please specify)	£		
Totals	£		
Equivalent GBP amount	£	£	£

### 17.4. Publicity Images

Up to three images should be provided for potential future media-use purposes. The images should be representative of the ideas proposed and be readily identifiable as such, but applicants should bear in mind that whole scheme images do not necessarily reproduce well in the printed media and/or online. Each image should be submitted in JPEG format with high (300dpi) and low (72dpi) resolution versions of each image.

### 17.5. Completed Tender Forms

**17.5.1.** Bidders shall complete the **Form of Tender** attached at **Appendix 1** and submit it with the remainder of the bid deliverables.

**17.5.2.** Bidders shall complete the **Certificate of Non-Collusion** attached at **Appendix 2** and submit it with the remainder of the bid deliverables.

**17.5.3.** The **Declaration of Authorship** form attached at **Appendix 3** should be duly completed and submitted with the remainder of the bid deliverables.

**17.5.4. Confirmation of Insurance** – Bidders will have self-certified the required levels of Public liability, Employer’s Liability and Professional Indemnity insurance are either in place or to be obtained in their SQ.

**18. SUBMISSION METHOD**

For a return to be valid, the submission must be received by the **14.00hrs deadline on Monday 16 September 2019.**

Section Ref.	Item	Electronic versions to be submitted via RIBA Competitions’ digital submission portal
17.1	2 x A3 Design sheets	PDF version of each sheet (<20Mb file size)
17.2	A3 Design report (max 4 pages)	PDF format (single file of entire report, of <15Mb size)
17.3	Schedule of Fees	As per requested format (PDF & Excel format)
17.4	Publicity images	3x representative scheme images, JPEG format at 72dpi and 300dpi
17.5	Completed Tender Forms	Form of Tender Certificate of Non-Collusion Declaration of Authorship Confirmation of Insurance held (PDF version of each document)

**18.1. SUBMISSION OF REQUIRED DOCUMENTS**

The required documents must be submitted via RIBA Competitions’ digital submission portal (RIBASubmit). The file name should consist of the practice name and item description, for example:

- Practice Name\_DesignApproach.pdf
- Practice Name\_Report.pdf
- Practice Name\_Image1 LowRes.jpg etc

A unique link for this purpose will be emailed to each team. Teams are strongly advised to familiarise themselves with the submission portal and allow sufficient time for their material to successfully upload prior to the submission deadline. FCO and RIBA Competitions will not be responsible for any files that are delayed or corrupted during transmission. The portal will not accept any material to upload once the submission deadline has expired.

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## 19. EVALUATION PANEL

To ensure the design approach selected is as creative and innovative as possible, whilst responding to the opportunities and constraints of the site and the wider local context, an experienced Panel will evaluate the submitted material. The Evaluation Panel is expected to comprise members of the FCO's Estates team, senior FCO officials and will be chaired by an RIBA advisor.

Representatives from FCO and from RIBA Competitions will attend the clarification interview presentations to document the process and provide procedural support.

In the event of a Panel member being unable to act through illness or any other cause, FCO, in consultation with RIBA Competitions, reserves the right to appoint an alternative Panel member.

## 20. CLARIFICATION INTERVIEWS AND PRESENTATIONS TO THE EVALUATION PANEL

Teams will be invited to outline their design approach and proposed team to the Evaluation Panel at a clarification interview, scheduled to be held at the FCO w/c 23 September 2019 .

It is anticipated that each team will be asked to give a 20 minute (maximum) presentation of their proposals, which will be followed by up to 30 minutes of questions from Panel members - timings will be strictly adhered to. Time slots will be assigned randomly by RIBA Competitions. An LCD projector will be available for team's use.

The Evaluation Panel will expect key individuals who would be involved in the project to be present and contribute to the clarification interviews.

Teams should use the presentation to explain and clarify the drivers behind their approach, how this addresses the Client aspirations for the project and responds to the requirements set out in the Brief. Panel members may seek clarification on any issues that are unclear from their initial appraisal of the submission return, which may include questions on the proposed design approach, team structure and costs. Careful consideration should therefore be given to the team members (**maximum 3 people**) who attend the interview and their ability to answer questions from the Evaluation Panel.

## 21. EVALUATION AND IDENTIFICATION OF PREFERRED BIDDER

### 21.1. Compliance

Prior to carrying out the detailed scoring of bids, an assessment of the Bidders' responses to the competition deliverables will be made to ensure that sufficient information at the required standard has been provided as requested. Bids which are substantially incomplete or which are non-compliant with the

requirements set out in this ITT may be rejected. The FCO reserve the right to call for information from Bidders to clarify their Bid responses.

### 21.2. Award Criteria

The aim of this procurement is for the FCO to select a preferred architect on the basis of the Most Economically Advantageous Tender\*. The competition seeks to select a preferred bidder on the basis of design approach, value and potential deliverability within the constraints identified.

Following compliance checks, each Bid will be evaluated and scored against the criteria and weightings set out below and Bidders will be ranked in line with their scores.

AWARD CRITERIA		WEIGHTING	
1.	Overall quality & architectural distinction of the design approach, including appropriateness of proposed response to the site, its constraints & opportunities afforded by this setting	35%	Quality 75%
2.	Initial response to the Brief & a demonstration of the ability to meet the vision & requirements for the New Ambassador's Residence.	20%	
3.	Understanding of Client expectations, ability to work in partnership with the PM and main project design team, local partners & engage with stakeholders as demonstrated through the overall approach & presentation at interview	20%	
4.	Potential deliverability of the design concept within the stated construction budget envelope	25%	
5.	Submission of a competitive fee proposal (broken down per RIBA work stage) whilst demonstrating a sufficient level of resourcing to deliver the quality and scope of design services required	100%	Price 25%

\* Most Economically Advantageous Tender means that tender returns will be assessed on Quality and Price. The relative split will be 75% Quality and 25% Price.

*Evaluation Criteria [1] to [4] will be assessed based on Panel members' understanding of the submitted materials and reports, the presentations by each team, as well as internal and external technical advice.*

The Price (Fee Proposal) assessment will be calculated as follows:

- Mean Tender receives 50 points
- 1 point is deducted from the score of each tenderer for each percentage point above the mean, and
- 1 point is added to the score of each tenderer for each percentage point below the mean

The score between a minimum of zero and a maximum of 100 points will then have the weighting applied.

The Financial Element of the tender return will be evaluated separately.

### 21.3. Evaluation Methodology

Bidders should note that an appointment will not necessarily be made on the basis of the lowest tender offer, but on the criteria stipulated within **Section 21.2** - i.e. Bids will be evaluated both technically and financially. The award of contract will be based on the Most Economically Advantageous Tender (MEAT) to the FOC in terms of the criteria, which will be applied to each bidder's submission in its entirety.

The following scoring guide will be used to evaluate the bids against the Evaluation Criteria.

Score	Definition	Benchmark
5	Excellent response to question	In the opinion of the evaluators, the Candidate's response provides information which addresses all requirements and provides good or excellent quality relevant supporting evidence, which to some material degree provides evidence of an exemplary or class leading response.
4	Very Good response to question	In the opinion of the evaluators, the Candidate's response provides information which addresses all requirements and provides very good or excellent quality relevant supporting evidence.
3	Good response to question	In the opinion of the evaluators, the Candidate's response provides information which addresses all requirements and provides good quality relevant supporting evidence which to some material degree provides evidence of a good response.
2	Adequate response to question	In the opinion of the evaluators, the Candidate's response provides information which addresses all requirements; but the supporting evidence is less than good in some material degree or is of limited relevance to the response.
1	Poor response to question	In the opinion of the evaluators, the Candidate's response provides information which addresses all requirements. BUT the Candidate's response fails to provide relevant supporting evidence; or the evidence is not relevant to the response required.
0	No response to question	The Candidate fails to provide a response, or provides a response which in the opinion of the evaluators does not address requirements.
<p><b>Notes</b></p> <ul style="list-style-type: none"> <li>i) Candidates must obtain a score of <b>two</b> or more against each of the sections used to demonstrate Technical and Professional Ability in order to be further considered for the contract opportunity.</li> <li>ii) Members of the Evaluation Panel will independently review each SQ return and assign a score against each question to be scored. Scores will be collated and a moderation meeting held to discuss each SQ return. At that meeting, evaluator's scores will be moderated, with weightings applied to the common / agreed scores accordingly.</li> <li>iii) The weighted overall score achieved, ranking and weighted consensus score for each scoring criteria will be released to Candidates upon completion of the SQ stage. Additional feedback will only be provided upon request.</li> </ul>		

In applying the above scoring scale, each Bid will be evaluated according to its quality and deliverability. The term 'quality' in this context refers to fitness for purpose and therefore covers any aspect of a submission that affects the performance of the contract. 'Deliverability' refers to the likelihood that all aspects of a particular submission (including time and cost) could in fact be delivered by the Bidder concerned.

Scores awarded for the purposes of determining a final award decision will take into consideration clarifications and explanations of proposals provided at the clarification interview and presentation.

## 22. Honorarium

Each team who submits a compliant submission for the competition phase and makes a presentation at the clarification interview will receive an honorarium payment of GBP £2,000 (+VAT). The FCO will undertake

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to make the honorarium payments within 30 calendar days of the clarification interviews and on receipt of an invoice which should be submitted to RIBA Competitions.

### **23. Copyright**

The ownership of copyright in the work of all bidders will by default remain with the bidder or other author of the work, as per the Copyright, Designs and Patents Act 1988.

### **24. Publicity and Announcement of Result**

Participating teams will be required to maintain confidentiality throughout the selection process and not identify the name of successful or unsuccessful bidders to any third parties until after the Standstill Period and any other embargoes have elapsed, and an official announcement of the result has been made.

The FCO and RIBA Competitions reserve the right to publicise the project and the result in any way or medium they consider fit for the purposes of publicity associated with the competition. Illustrations of any design - either separately, or together with other designs, with or without explanatory text - may be used without cost. This may include exhibition of the proposals submitted by all participating bidders, or just the winner of the competition.

Once any anonymity restrictions or embargoes have been lifted, authors of all proposals will be duly credited and recognised in all associated media publicity.

### **25. Appointment and Post-Competition Commitment**

It is the FCO's intention to appoint the successful architect team to develop the design proposals up to RIBA Stage 3 in the first instance. However the FCO reserves the right not to proceed beyond the competition phase in the event that no one scheme meets the requirements and aspirations set for the competition, but all honorarium payments as indicated will be awarded.

It is anticipated that the design team proposed will be retained. However, the FCO reserves the right to determine the final composition of the design team appointed as the winner to ensure the correct mix of skills and expertise.

On appointment the architect firm shall have in place the following insurance levels as a minimum for each individual claim:

Professional Indemnity Insurance	GBP £5m
Public Liability Insurance	GBP £5m
Employer's Liability Insurance	GBP £5m

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Further progression of the project will be subject to securing necessary consents and confirmation of construction cost.

## 26. Soliciting of Information

Members of the Evaluation Panel, employees of the FCO, their advisers, or any third party directly connected to the procurement should not be solicited for information as this could lead to disqualification from the selection procedure.

## 27. Enquiries

All enquiries regarding the design approach and tender phase of the competition should be should be submitted via email to [riba.competitions@riba.org](mailto:riba.competitions@riba.org) and contain New Ambassador's Residence in the 'subject' header line. Applicants should refer to **Section 16** regarding the latest deadline by which to raise clarification questions.

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No. 1 Aire Street  
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LS1 4PR

T : + 44 (0) 113 203 1490

E: [riba.competitions@riba.org](mailto:riba.competitions@riba.org)

**APPENDIX 1: FORM OF TENDER**  
**FORM OF TENDER FOR PROVISION OF ARCHITECTURAL DESIGN AND RELATED SERVICES FOR**  
**NEW AMBASSADOR'S RESIDENCE PROJECT**

**TENDER DUE IN BY: 14.00HRS (BST) ON MONDAY 16 SEPTEMBER 2019**

<b>Name:</b>	[INSERT NAME]
<b>Position:</b>	
<b>Address:</b>	[INSERT FULL COMPANY ADDRESS]
<b>Date:</b>	[INSERT DATE]

**UNCONDITIONAL AND IRREVOCABLE OFFER TO THE FOREIGN AND COMMONWEALTH OFFICE IN RESPECT OF THE NEW AMBASSADOR'S RESIDENCE PROJECT AT THE BRITISH EMBASSY IN BEIJING**

I/We the undersigned return this Tender and acknowledge that we are bound by our proposals submitted pursuant to the Invitation to Tender (receipt of which is also acknowledged) of which the following form part, all duly completed in full where appropriate:

<b>Section Ref.</b>	<b>Description</b>	<b>Names of file uploaded to RIBASubmit</b>
17.1	A3 Design Sheets	
17.2	A3 Design Report	
17.3	Schedule of Fees / Pricing Schedule	
17.4	Publicity Images	
17.5	Completed Tender forms: Form of Tender Certificate of Non-collusion Declaration of Authorship Certificates confirming Insurance held	

I/We unconditionally and irrevocably offer to enter into the Contract and deliver the goods / services in relation to the New Ambassador's Residence Project (as set out in ITT Appendix 4: Draft Contract and Scope of Services).

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I/We agree to the prices as set out in **Section 17.3** (Schedule of Fees).

I/We confirm that:

- i I/We are fully conversant with every part of the Invitation to Tender and its annexures, and
- ii this Tender is strictly in accordance with all and every provision of the Invitation to Tender including, without limitation, the Competition Conditions and General Conditions of Tender.
- iii All information representations and any other matters of fact communicated to FCO (whether in writing or otherwise) in connection with or arising out of this Tender are submitted in good faith and are to the best of my/our knowledge true, complete and accurate in all respects.

I/We agree that this Tender shall remain open to be accepted or not by the FCO and shall not be withdrawn for a period of 90 days from the Closing Date set out in the Invitation to Tender, or such longer period as may be agreed by the FCO.

I/We undertake to execute the Contract substantially in the form annexed to the Invitation to Tender.

I/We undertake to provide a Parent Company Guarantee should the FCO in their absolute discretion require such Guarantee either prior to the award of the Contract or subsequently at any time following the execution of the Contract.

I/We certify that I/We have not communicated anything contained in the Invitation to Tender or its annexures to any other person except in accordance with the Instructions or adjusted our Tender in accordance with any agreement or arrangement with any other person or organisation in the terms set out above.

I/We acknowledge that the FCO is not bound to accept the lowest or any Tender they may receive, and reserve the right at their absolute discretion to accept or not to accept any Tender.

I/We certify that we have full power and authority to enter into the Contract and deliver the goods / services, and that this is a bona fide Tender.

I/We certify that I/we are of sound financial standing that will enable us to carry out our obligations under the Contract in full and are not aware of any circumstances which might adversely affect such financial standing in future.

Dated this ..... day of .....

Signed for and on behalf of the Bidder:	
Signed:	
Position / Status:	
Bidder's Name:	
Address:	

Signed for and on behalf of the Bidder:	
Signed:	
Position / Status:	
Bidder's Name:	
Address:	

**[PLEASE PRINT OUT THE FORM OF TENDER, SIGN, SCAN AND UPLOAD THE COMPLETED DOCUMENT AS PART OF YOUR TENDER]**

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**APPENDIX 2: CERTIFICATE OF NON-COLLUSION**  
**Certificate as to Bona Fide Tender / Collusive Tendering**

To the Foreign & Commonwealth Office (FCO)

The essence of Tendering is that FCO shall receive bona fide competitive Tenders from all persons bidding. In recognition of this principle;

I/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We also certify that I/We have not done and undertake that I/We will not do at any time any of the following acts:

- a) communicate to a person other than FCO the amount or approximate amount of my/our proposed Tender (other than in confidence in order to prepare a joint submission or to obtain insurance premium quotations required for the preparation of the Tender),
- b) enter into any agreement or arrangement with any other person that shall refrain us from bidding or as to the amount of any Tender to be submitted,
- c) offer or agree to pay or give now or in the future any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done or offering to do in relation to any other Tender or proposed Submission for the goods / service or current or future commercial/personal relationship any act or omission.

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

Signed (1):	
Status:	
Signed (2):	
Status:	
For and on behalf of:	
Date:	

**[PLEASE PRINT OUT THE CERTIFICATE OF NON-COLLUSION, SIGN, SCAN AND UPLOAD THE COMPLETED DOCUMENT AS PART OF YOUR TENDER]**

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**APPENDIX 3: DECLARATION OF AUTHORSHIP FORM (AND PARTNERSHIP DECLARATION)**

Selection of Architect for: New Ambassador's Residence

Architect	[INSERT COMPANY NAME]
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**DECLARATION:**

1. We agree to permit free publication of our design approach - subject to **[2]** below.
2. We agree to continue to maintain strict confidentiality in respect of the New Ambassador's Residence Project, to not identify ourselves as a successful or unsuccessful participant, nor independently release images of our design approach to any third parties, websites or social media outlets prior to an official announcement being made and/or related embargoes lifted. Any images issued prior to the conclusion of the procurement process will be co-ordinated by the FCO and/or RIBA Competitions.
3. We declare that the design ideas are our intellectual property, prepared by the constituent design team members for the purposes of participating in the procurement process.
4. It was necessary for us to form an association for the purpose of entering this competition.
5. We declare that a partnership agreement is in existence for the purpose of carrying out the project in the event of the association winning the competition.

Please strikethrough all of [4] and [5] if not applicable.

Full Name of Authorised Signatory:	
Signed:	
Date:	
Company Name:	
Postal Address:	
E-mail:	
Tel No:	

This form should accompany the remainder of the design submission material and be submitted in accordance with the instructions given under **Sections 17** of the Invitation to Tender document. The deadline for return of the submission is **14.00hrs on Monday 16 September 2019**. The digital submission portal will not allow uploads after the stated deadline and late entries will not be accepted.

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**APPENDIX 4: Draft Contract and Scope of Services**

To be made available to shortlisted bidders – to follow.

DRAFT

